

TENDER DOCUMENT



Project Name	Project Number
APPOINTMENT OF AN IMPLEMENTING AGENT TO PROVIDE FULL SERVICE FOR THE DESIGN AND IMPLEMENTATION OF ENERGY EFFICIENCY (EEDSM) PROGRAM.	SCM/TSW/01/2026-2027

Contact: Mr. Thabiso Matyesini / Mr. Lebohang Malokase

Tel: (051) 8531111

Fax: (051)8531332 (during office hours)

Name of the Bidder.....

Amount (vat inclusive)

Address.....

.....

.....

Contact Number.....

E-mail Address.....

Closing date: 02 July 2026 at 12H00

Initial here: _____

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

BY SUBMITTING THE BID THE BIDDER UNDERTAKES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING BUT NOT LIMITED TO THE RULES OUTLINED BELOW

- A bid not complying with the requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.
- “Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation and regulations, in terms of which provision is made for this policy.
- In this document and other documents referred to but not attached, the following words are synonymous with each other.
 - a. CLIENT, EMPLOYER, TSWELOPELE LOCAL MUNICIPALITY.
 - b. BID, TENDER AND VARIATIONS THEREOF
 - c. JOINT VENTURE / CONSORTIUM
 - d. TENDERER, BIDDER, CONTRACTOR

1. FULL DESCRIPTION OF THE TENDER

APPOINTMENT OF AN IMPLEMENTING AGENT TO PROVIDE FULL SERVICE FOR THE DESIGN AND IMPLEMENTATION OF ENERGY EFFICIENCY (EEDSM) PROGRAM.

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

BY SUBMITTING THE BID THE BIDDER UNDERTAKES TO ABIDE BY THE

2. RULES FOR BIDDING

- 2.1 The municipality is not bound to accept any of the proposals submitted and reserves the right to call for presentations from short-listed bidders before final selection,
- 2.2 Documents submitted by bidders will not be returned. The municipality reserves the right to return late bid submission unopened,
- 2.3 The municipality reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion should the municipality decide not to proceed with the bid,

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- 2.4 The service provider must be a single legal entity with all other necessary expertise secured via sub-contract, or under a joint venture arrangement.
- 2.5 The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately,
- 2.6 Bidders may ask for clarification on these bid documents or any part thereof up to close of business week before the deadline for the submission of the bids,
- 2.7 Bidders may not contact the municipality on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned,
- 2.8 Should the contract between the municipality and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the service provider for the appropriate phase of the project during which the appointment was terminated,
- 2.9 Bidders should not scratch out without initialling next to the amended rates or information, affecting the evaluation of the bid,
- 2.10 The Bid document must be properly signed by a party having the authority to do so, according to the example of “Authority or Signatory”,
- 2.11 Evidence that the municipal rates and taxes or municipal charges owed by the preferred bidder or any of its directors to the municipality or municipal entity, or to any other municipality or municipal entity, are not in arrears for more than three months, in terms of lease agreement, proof that Municipal charges owed on the premises are not in arrears for more than 90 days must be attached (Invoice/statement from the Lessor), lease agreement alone will not be accepted,
- 2.12 Bidders will be disqualified if any bidders who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after a reasonable written notice was given to that bidder that performance was unsatisfactory or appears on the register / database of defaulters,
- 2.13 The Accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
 - 2.13.1 Who is in the service of the state, or;
 - 2.13.2 If that person is not a natural person, of which any Director, Manager, Principal Shareholder or Stakeholder, is a person in the service of the state; or;
 - 2.13.3 Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest?

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2.14 Failure by the bidder to disclose with the bid submission any form of conflict of interest including disclosure on a person(s) who is in the service of the state or any immediate blood relative in the service of the state will lead to disqualification,

2.15 **All functionality and all other returnables will be exposed to verification process, and any returnable proven to be a fake document, the bidders document will be rejected o subjected to disqualification.**

2.26 The municipality is not liable for any documents delivered via courier companies and by post. No official is going to sign the receipt of the tender document,

2.27 Tender documents must be submitted in a sealed envelope clearly marked with the project name and number,

2.28 Fully completed and signed tender documents must be deposited into the tender box located at: 01 Bosman Street, Civic Centre, Bultfontein,9670. The sealed envelope must specify the following:

2.28.1 Bid number

2.28.2 Closing Date and time

2.28.3 The name and address of the tenderer

2.29 The service provider must ensure that all staff working under this contract are adequately trained prior to the commencement of the contract.

2.30. The Municipality has the right to enter into negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.

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T1.1 BID NOTICE AND INVITATION TO BID

SCM/TSW/05/2025-2026: APPOINTMENT OF AN IMPLEMENTING AGENT TO PROVIDE FULL SERVICE FOR THE DESIGN AND IMPLEMENTATION OF ENERGY EFFICIENCY (EEDSM) PROGRAM.

Tswelopele Local Municipality hereby invites suitably qualified Bidder for the APPOINTMENT OF AN IMPLEMENTING AGENT TO PROVIDE FULL SERVICE FOR THE DESIGN AND IMPLEMENTATION OF ENERGY EFFICIENCY (EEDSM) PROGRAM.

Bids marked for the attention of the Municipal Manager must be submitted in a sealed envelope marked **“SCM/TSW/01/2026-2027: APPOINTMENT OF AN IMPLEMENTING AGENT TO PROVIDE FULL SERVICE FOR THE DESIGN AND IMPLEMENTATION OF ENERGY EFFICIENCY (EEDSM) PROGRAM.** must be deposited in the tender box located at Tswelopele Local Municipality no later than **02 July 2026 at 12H00.**

Offices; No. 1 Bosman Street; Civic Centre, Bultfontein; 9670.

Tender documents are available from Tswelopele Local Municipality Website www.tswelopele.gov.za and www.etenderportal.gov.za from the 19 June 2026.

The tenders will be evaluated and adjudicated in line with the approved Supply Chain Management Policy of Tswelopele Local Municipality using 80/20 preference point system in accordance with the Preferential Procurement Policy Framework Act.

The tenders will also be adjudicated and evaluated using:

1. Returnables.
2. Functionality
3. PPP Calculations = 80
4. Specified Goals = 20 (Race, Gender, Disability and Youth)

There is no site briefing for the tender.

Tenders which are late or submitted by facsimile or electronically will not be accepted. Prices quoted must be valid for 60 days from closing date of this tender. The municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender either wholly or a part thereof or to disclose reasons for their decision.

Enquiries can be directed to SCM Unit at (051) 853 1111 during office hours.

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There will be no briefing session. Tender documents containing the Conditions of Tender, Evaluation criteria as well as the applicable procurement terms and conditions will be available on E-tender portal (www.etender.gov.za) as well as on municipal website (www.tswelopele.gov.za) When downloaded from the municipal website, tender documents are uncontrolled and the responsibility lies with the bidder to ensure the printout is in line with the Authorized Version on the system.

Complete tender documents, fully priced and signed with all the necessary documents attached, must be sealed in an envelope marked "TENDER" Description of Project / Project Number" as mentioned above.

Closing date of this tender is 02 July 2026 at 12H00 and should be deposited in the tender box at Tswelopele Local Municipality. Documents must be submitted at 12H00 at 1 Bosman Street, Civic Centre, Bultfontein, 9670. Late submission will be returned unopened.

Preferential Procurement Policy Framework of 2022, on 80/20-point system. Tenders will remain valid for 90 (ninety) days.

Enquiries related to this tender should be addressed to Mr Thabiso Matyesini or Mr Lebohang Malokase at (051) 8531111 during working hours.

T Manele
TSWELOPELE MUNICIPALITY
01 BOSMAN STREET
CIVIC CENTRE
BULTFONTEIN
9670

Initial here: _____

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)

BID NUMBER:	SCM/TSW/01/2026-2027	CLOSING DATE:	02 July 2026	CLOSING TIME:	12:00
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DESCRIPTION APPOINTMENT OF AN IMPLEMENTING AGENT TO PROVIDE FULL SERVICE FOR THE DESIGN AND IMPLEMENTATION OF ENERGY EFFICIENCY (EEDSM) PROGRAM.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER	CODE	NUMBER
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CELLPHONE NUMBER

FACSIMILE NUMBER	CODE	NUMBER
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E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TAX COMPLIANCE STATUS

TCS PIN:	OR	CSD No:
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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE	R
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SIGNATURE OF BIDDER	DATE
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CAPACITY UNDER WHICH THIS BID IS SIGNED

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	TECHNICAL INFORMATION MAY BE DIRECTED TO:
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DEPARTMENT	CONTACT PERSON
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CONTACT PERSON	TELEPHONE NUMBER
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TELEPHONE NUMBER	FACSIMILE NUMBER
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FACSIMILE NUMBER	E-MAIL ADDRESS
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E-MAIL ADDRESS	
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PART B TERMS AND CONDITIONS FOR BIDDING

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

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

Initial here: _____

T1.2 BID DATA

The **Standard Conditions of Bid** makes several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

Clause number	Data
F.1.1 ACTIONS	The Employer is: The Municipal Manager Tswelopele Local Municipality 01 Bosman Street Civic Centre Bultfontein 9670
F.2.1 ELIGIBILITY	Companies that fit all the requirements of this bid as specified.
F.2.7 CLARIFICATION MEETING	<i>NONE</i>
F.2.12 ALTERNATIVE TENDER OFFERS	<i>No alternative bid is to be accepted!</i>
F.2.13.2 SUBMITTING A TENDER OFFER	The <u>whole original</u> bid document, as issued by the Municipality , shall be submitted. Bids may only be submitted on the Bid documentation issued by the municipality
F.2.14 CLOSING TIME	The closing time for submission of bid offers is: Date: 02 July 2026 Time: 12H00 Telephonic, telegraphic, facsimile or e-mailed bid offers will not be accepted.
F.2.15 TENDER OFFER VALIDITY	1. The employer will have up to 90 days (working days) from the closing date within which to consider submitted bids. 2. The successful bidder will have up to 10 days to respond to the service offer.

Clause number	Data
F.1.9 INSPECTIONS, TESTS AND ANALYSIS	Access should be provided to the municipality for the inspection of the tenderer's offices if required.

Initial here: _____

<p>F.1.10 CERTIFICATES AND ATTACHMENTS</p>	<p>The bidder is required to attach the following Valid documents to the tender document:</p> <ol style="list-style-type: none"> a. Proof of registration on Central Supplier Database [Last verified between the date of advert and the closing date] detailing all compliance requirements of the Bidder; b. SARS Pin to be attached – the Municipality will be verifying the tax status of the bidder on evaluation before the award. c. Evidence that the municipal rates and taxes or municipal charges owed by the bidder or any of its directors to the municipality or municipal entity, or to any other municipality or municipal entity, are not in arrears for more than three months, in terms of lease agreement, proof that Municipal charges owed on the premises are not in arrears for more than 90 days must be attached, lease agreement alone will not be accepted, d. Registered with South African National Energy Development Institute (SANEDI) and/or Department of Mineral Resources and Energy (DMRE) Energy Services Company (ESCo's). e. Registered for Electrical Contractors with the Department of Labour. f. Prospective bidder must comply with any related legislation. g. Submit the above documents (a to f) for each company if bidding as a joint venture h. Joint venture, consortium agreements (if applicable). <p>Note: Failure to attach the above documents will lead to automatic disqualification from further evaluation</p>
<p>F.1.11 OPENING OF BID SUBMISSIONS</p>	<p>There will be public opening of bids. The Municipality will publicise the tender opening register on the website: www.tswelopele.gov.za after the closing date.</p>
<p>F.1.12 TWO-ENVELOPE SYSTEM</p>	<p>A two-envelope procedure will not be followed.</p>
<p>F.1.12 ARITHMETICAL ERRORS</p>	<ol style="list-style-type: none"> a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern. b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, <u>the rate shall govern and the line-item total shall be corrected.</u> c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of
<p>Clause number</p>	<p>Data</p>

Initial here: _____

	<p>prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line-item totals.</p> <p>Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.</p>
F.1.13 EVALUATION OF BID OFFERS	<p>The preference procedure for evaluation of responsive bid offers shall be the 80/20-point preference system.</p> <ul style="list-style-type: none"> - where 80 points will be allocated in respect of price - 20 points will be allocated towards specific goals - Note: All bids will be evaluated firstly on returnable compliance and functionality before the evaluation on 80/20-point system <p>Stage 1: Returnable schedule Stage 2: Functionality Stage 3: Calculation of specified Goals (Race, gender, Youth and Disability).</p>
F.1.14 ACCEPTANCE OF BID OFFER	<p>Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the required bid conditions shall not be considered and shall automatically be rejected. Administrative and arithmetic errors will be dealt with as documented in F.2.11 and F.3.9</p>
F.1.15 PROVIDE COPIES OF THE CONTRACTS	<p>The number of paper copies of the signed contract to be provided by Tswelopele Municipality is one.</p>
ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	<p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> 1 The Employer may also request that the bidder provide written evidence on the adequacy of financial, labour and other resources for carrying out the contract. 2 <i>The Municipal shall confirm validity of all functionality documents attached with relevant person indicated, we may require Previous Purchase Orders or previous payments from the reference contact person indicated in the returnable claiming functionality points. It will take 3 attempts for the Municipality to do so if the committee fails to confirm the validity of the returnable from the reference contact person such returnable will not be awarded a point.</i> 3 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 4 The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity for all the regions as specified in the tender document. 5 The bid document shall be submitted as a whole and not in parts. 6 List of returnable documents (PART T2) must be completed in full. (i.e.: A bidder's company profile will not be used by the TLM to complete PART T2 on behalf of the bidder) NB: If PART T2 is not completed in full by the bidder, the offer will be rejected.

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F.1 General

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly with openness and transparency.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1. the tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2. these conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling of expressions of interest, the following definitions apply:

- a) Comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) Fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

F.1.4 Communication and employer's agent

Initial here: _____

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his/ her principals, is not under any restriction to do business with the employer.

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer to satisfy requirements.

It is a term of this bid that the employer is indemnified from any liability arising or accruing from expenses or damages or losses incurred by the bidder including in the event the employer opts to cancel or discontinue the bidding process of this tender.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

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F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing date stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is required to seek adequate cover for covering liability that may ensue during the contract term.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes, Value Added Tax (VAT), and other levies payable to the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

F.2.10.2 Provide rates and prices that are fixed for the duration of the contract inclusive of applicable projected escalation as provided for in the conditions of contract identified in the contract data and not subject to any further adjustment; payable on a monthly basis.

F.2.10.3 State the rates and prices in South African Rand only.

F.2.10.4 The municipality has limited resources and bids must be competitive, with market related pricing, as this will be one of the deciding factors in the final award of the contract

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements of the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

Initial here: _____

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English.

F.2.13.4 Sign the original copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state; which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original package marking the package as "ORIGINAL"

F.2.13.6 Seal the original tender offer package in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.7 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

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

F.2.15 Closing Time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, facsimile or e-mail.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender Offer Validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.16.3 The contract will be valid for a period agreed on appointment.

It would be expected of the successful Service Provider to assume duty upon appointment on the date to be determined by the municipality.

Initial here: _____

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both).

No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so, instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

Initial here: _____

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven (7) days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advice tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

Initial here: _____

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a. Complies with the requirements of these Conditions of Tender,
- b. Has been properly and fully completed and signed, and
- c. Is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a. Detrimentially affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b. Change the Employer's or the tenderer's risks and responsibilities under the contract,
- c. Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a. Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.
- b. If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the rate shall govern and the total shall be corrected.

Initial here: _____

- c. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the rate shall govern and the tenderer will be asked to revise selected item prices to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his/ her arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 EVALUATION METHODOLOGY

- a. In addition to all items highlighted under Page 2 titled **“Very Important Notice on Disqualifications”**, the tenders will be evaluated in terms of the Municipality Supply Chain Management policy, Preferential Procurement Framework Act (Act 5 of 2000) and its regulations as enacted in 2001.
- b. Tenders will be evaluated using the 80/20 points allocation system. The total points out of a possible maximum of 100 will be calculated using various formulae to calculate price as well as for preferential procurement.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his/her tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, the employer will publicise a list of successful bidders on the municipal website

F.3.14 Municipality's right to accept or reject any or all Bids

The municipality reserves the right to:

- Accept or reject any bid;
- Annul the tender process and reject all bids at any time prior to contract award;
- Award the contract to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders.
- Accept one or more bids submissions.
- Reject all bids submitted.
- Request further information from any bidder after the closing date.
- Cancel this bid or any part thereof any time, or

Initial here: _____

- Award this bid or any part thereof to any one or more bidders.
- Vary the site or number of sites and/or guards due to operational or budgetary requirements.

F.3.15. Prepare contract documents

Revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- **addenda issued during the tender period,**
- **inclusion of the returnable documents,**
- **other revisions agreed between the employer and the successful tenderer, and**
- **the schedule of deviations attached to the form of offer and acceptance, if any.**

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance within fourteen (14) days after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

3. List of attachments required for Evaluation Purposes

- a. Proof of registration on Central Supplier Database [Last verified between the **date of advert** and the **closing date**] detailing all compliance requirements of the bidder;
- b. SARS Pin must accompany the tender document
- c. Evidence that the municipal rates and taxes or municipal charges owed by the preferred bidder or any of its directors to the municipality or municipal entity, or to any other municipality or municipal entity, are not in arrears for more than three months, in terms of lease agreement, proof that Municipal charges owed on the premises are not in arrears for more than 90 days must be attached, lease agreement alone will not be accepted,
- d. Registered with South African National Energy Development Institute (SANEDI) and/or Department of Mineral Resources and Energy (DMRE) Energy Services Company (ESCo's).
- e. Registered for Electrical Contractors with the Department of Labour.
- f. Prospective bidder must comply with any related legislation.
- g. Submit the above documents (a to f) for each company if bidding as a joint venture
- h. Joint venture, consortium agreements (if applicable).

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APPOINTMENT OF AN IMPLEMENTING AGENT TO PROVIDE FULL SERVICE FOR THE DESIGN AND IMPLEMENTATION OF ENERGY EFFICIENCY (EEDSM) PROGRAM.

3. EVALUATION METHODOLOGY

Stages of Evaluation

- Guidelines for Evaluation using the Points method
 - a. Score sheets will be prepared and provided to evaluation committee members to evaluate the bids.
 - b. The score sheet should contain all the criteria for points as well as the values to be applied for evaluation as indicated in the bid documents.
 - c. Each evaluation Committee member should after thorough evaluation independently award his / her own value to each individual points.
 - d. Score sheets should be signed by evaluation committee members and if necessary, written motivation may be requested from evaluation committee members where vast discrepancies in the values awarded for each point exist.
 - e. If the minimum qualifying score for functionality is indicated as points in the bid documents, the points scored for functionality may be calculated as follows:
 - i. The scores for each point should be added to obtain the total score; and
 - ii. The following formula should be used for the total score for functionality:

$$P_s = \text{Points}$$

Stage 1: Evaluation on functionality

Under functionality, Bidders must achieve a minimum of 60 Points of the total points (rounded to the nearest decimal point) for functionality (quality of service) in order to be considered for further evaluation in stage 2 (Evaluation on Price and Specified Goals).

1. FUNCTIONALITY EVALUATION CRITERIA

The proposals will be evaluated based on the following criteria

Initial here: _____

No.	Criteria	Points	Notes
1.	<p>Company Experience:</p> <p>The Bidder's experience or track record in energy auditing, and implementation of energy projects must be supported by 5 signed appointment and reference letters for relevant projects with contact details of the clients as proof of the projects executed.</p> <p>Note: If more than one of the listed relevant projects were undertaken for the same client, one letter from the client listing all the projects will suffice. For example, if one client lists 3 relevant projects then the letter will be scored as 3 projects instead of 1 project if all 3 projects are relevant.</p> <p>IT SHOULD BE NOTED THAT PROPOSALS THAT ARE UNCLEAR AND NOT ADHERING TO THESE INSTRUCTIONS WILL FORFEIT POINTS.</p>	<p>Maximum 25 Points</p>	<p>None-Responsive = 0</p> <p>1 Appointment + Reference Letter= 5</p> <p>2 Appointment + Reference Letters= 10</p> <p>3 Appointment + Reference Letters= 15</p> <p>4 Appointment + Reference Letters= 20</p> <p>5 Appointment + Reference Letters= 25</p>
2.	<p>Key Personnel:</p> <p>Engineer: Minimum Qualifications: Bachelor/BTech Degree in Electrical Engineering, ECSA Registration as Professional Engineer.</p> <p>Electrical Technician: Minimum Qualifications: Diploma in Electrical Engineering, Wiremans Licence, and 3 years' experience in similar projects</p> <p>Safety Officer: Minimum Qualifications: Diploma in Occupational Health & Safety Management and 3 years' experience on similar projects</p> <p>NB: Copies of Certificates and brief CVs/Profiles of the proposed project team leader and member(s) describing their relevant skills and experience, and roles in the proposed projects must be included in the proposal, failure to attach will result in bidders forfeiting points. Only certified documents will be considered</p>	<p>Maximum 35 points</p> <p>(15)</p> <p>(10)</p> <p>(10)</p>	<p>< 3 years= 0</p> <p>3 years' experience= 5</p> <p>4 years' experience= 10</p> <p>5 and > years' experience= 15</p> <p>< 3 years= 0</p> <p>3 years' experience= 3</p> <p>4 years' experience= 6</p> <p>>5 years' experience= 10</p> <p>< 3 years= 0</p> <p>3 years' experience= 3</p> <p>4 years' experience= 6</p> <p>>5 years' experience= 10</p>

Initial here: _____

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

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

The tender will be adjudicated on the basis of the Preferential Procurement Policy Framework Act (Act No.5, 2000), and the regulations pertaining thereto (2022), as well as the Tswelopele Local Municipality's Supply Chain Management Policy.

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

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

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

Initial here: _____

the tender, determine, at his sole discretion, the applicable points.

Failure to submit all valid/credible documents will result in the bidder not being further evaluated.

Following functionality criteria will be applied:

Stage 2: Evaluation on Price and specified Goals 80/20

2.1 Financial offer and evaluation on price points

- Score Bid evaluation points for financial offer.
- Confirm that Bidders are eligible for the Specific Goals claimed, and if so, score Bid evaluation points for specific Goals.
- Calculate total Bid evaluation points (Price points plus specified goals points)
- Rank Bid offers from the highest number of Bid evaluation points to the lowest.
- The bidder obtaining the highest number of total points will be awarded the contract.
- 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;
- Points scored must be rounded off to the nearest 2 decimal places.
- In the event that two or more bids have scored equal total points, the successful bids must be the one scoring the highest number of preference points for Specific goals Points
- However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific Goals, the successful bid must be the one scoring the highest score for functionality.
- Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

2.2 Price formula

$$Np = \frac{80[1 - (Pt - Pmin)]}{Pmin}$$

- Where: Np = the number of bid/tender adjudication points awarded for price.
- Pt = the bid/tender sum (corrected if applicable) of the responsive bid under consideration.
- Pmin = the bid/tender sum (corrected if applicable) of the lowest responsive tender/bid.

2.3 Scoring for Specific Goals

Initial here: _____

Bids will be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2022, which stipulate a 80/20 preference point system for acquisition of goods or services for Rand value up to R50 million.

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race:

Black-owned	Number of points on 80/20 points system	Number of points on 90/10 points system	Required Proof
51-100%Black-owned enterprise	8	3	CSD Report and ID Copy
41-50% Black-owned enterprise	6	2	CSD Report and ID Copy
31-40%Black-owned enterprise	4	1	CSD Report and ID Copy
21-30% Black-owned enterprise	2	0	CSD Report and ID Copy
1-20% Black-owned enterprise	1	0	CSD Report and ID Copy

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of gender:

Women-owned	Number of points on 80/20 points system	Number of points on 90/10 points system	Required Proof
51-100% Women-owned enterprise	4	3	CSD Report and ID Copy
31-50% Women-owned enterprise	3	1	CSD Report and ID Copy
11-30% Women-owned enterprise	2	1	CSD Report and ID Copy
1-10% Women-owned enterprise	1	1	CSD Report and ID Copy

Initial here: _____

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of disability:

Disability-owned	Number of points on 80/20 points system	Number of points on 90/10 points system	Required Proof
51-100% Disabled-owned enterprise	4	2	ID Copy, CSD Report and medical certificate
31-50% Disabled-owned enterprise	3	1	ID Copy, CSD Report and medical certificate
11-30% Disabled-owned enterprise	2	1	ID Copy, CSD Report and medical certificate
1-10% Disabled-owned enterprise	1	0	ID Copy, CSD Report and medical certificate

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of youth:

Youth-owned	Number of points on 80/20 points system	Number of points on 90/10 points system	Required Proof
51-100% Youth-owned enterprise	4	2	CSD Report and ID Copy
31-50% Youth-owned enterprise	3	1	CSD Report and ID Copy
11-30% Youth-owned enterprise	2	1	CSD Report and ID Copy
1-10% Youth-owned enterprise	0	0	CSD Report and ID Copy

Initial here: _____



PART T2 LIST OF RETURNABLE DOCUMENTS

The bidder must complete the following returnable documents.

- T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES
- T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES
- T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT.....
- T2.4 OTHER DOCUMENTS THAT WILL BE INCLUDED IN THE CONTRACT

NOTE:

Although the documents under Part T2 is headed “Returnable Documents” in line with the CIDB model, these are not the only documents to be returned together with the bid. **All** the documents indicated on Part T1 must be completed and signed where applicable and submitted as a **complete set of documents**.

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

FORM 2.1.1: SCHEDULE OF EQUIPMENTS REQUIRED FOR THE CONTRACT

FORM 2.1.2: SIZE OF ENTERPRISE AND CURRENT WORKLOAD

FORM 2.1.3: PROPOSED KEY PERSONNEL

FORM 2.1.4: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

FORM 2.1.5: AUTHORITY FOR SIGNATORY

FORM 2.1.6: SCHEDULE OF PROPOSED SUB-CONTRACTORS

FORM 2.1.7: FINANCIAL REFERENCES

FORM 2.1.8 DETAILS OF ALTERNATIVE BIDS SUBMITTED

FORM 2.1.9 AMENDMENTS & QUALIFICATIONS BY BIDDER

FORM 2.1 SCHEDULE OF EQUIPMENTS REQUIRED FOR THE CONTRACT

FORM 2.1.1 SIZE OF ENTERPRISE AND CURRENT WORKLOAD

- a) Total Turnover in the previous financial year? R _____
b) Estimated turnover for current financial year? R _____

Physical facilities: Provide information on Company offices/Premises

Description	Address	Area (m ²)

List current contracts and obligations [maximum]:

Description	Location	Value (R)	Start date	Expected completion date

Initial here: _____

FORM 2.1.2 PROPOSED KEY PERSONNEL

The Bidder shall list below the key personnel (including first nominee and the second-choice alternate), whom he proposes to employ on the project should his Bid be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	INITIALS & SURNAME	HIGHEST QUALIFICATION	EXPERIENCE [NO OF YEARS]
<u>HEADQUARTERS</u> Partner/director			
Project Manager (s)			

FORM 2.1.3 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

Provide the following information on **relevant previous experience [Security sector]**. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

Give names and telephone numbers and e-mail address per reference. Please provide latest contact details.

CLIENT NAME AND PLACE WHERE PROJECT WAS IMPLEMENTED	TEL NO, FAX NO, EMAIL	DESCRIPTION OF WORK	CONTRACT VALUE (R)	CONTRACT PERIOD

Initial here: _____

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FORM 2.1.4 AUTHORITY FOR SIGNATORY

All signatories, including sole proprietors, shall confirm their authority by **attaching to this bid** a duly signed and **dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

FORM 2.1.5 SCHEDULE OF PROPOSED SUB-CONTRACTORS (PLEASE WRITE N/A IF NO SUBCONTRACTOR WILL BE USED)

Provide details on all sub-contractors you intend utilising for this contract

Type of work to be used for	a % of contract	Name of subcontractor	b % HDI ownership	c = a x b Total contribution to HDI ownership
Total % of contract subcontracted		Total contribution of HDI ownership:		

FORM 2.1.6 FINANCIAL REFERENCES

Initial here: _____

DETAILS OF BIDDING ENTITY'S BANK

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/ We hereby authorise the Employer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name & code	
Street address	
Bank Telephone number	()
Account number	
Type of account, (i.e. cheque account)	

Attach Bank letter with Company Bank Rating

Initial here: _____

FORM 2.1.7 DETAILS OF ALTERNATIVE BIDS SUBMITTED

See condition of bid.

DESCRIPTION

Initial here: _____

FORM 2.1.8 **AMENDMENTS AND QUALIFICATIONS BY BIDDER**

See condition of bid

Attach additional information on a separate sheets and initial all of them

PAGE	DESCRIPTION

Initial here: _____

T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

FORM 2.2.1 DECLARATION

FORM 2.2.2 DECLARATION OF INTEREST

FORM 2.2.3 CERTIFICATION

FORM 2.2.4 MBD 9

FORM 2.2.1 DECLARATION:

I/ We, the undersigned:

- (a) Bid to provide to APPOINTMENT OF AN IMPLEMENTING AGENT TO PROVIDE FULL SERVICE FOR THE DESIGN AND IMPLEMENTATION OF ENERGY EFFICIENCY (EEDSM) PROGRAM. at all municipal premises/facilities described both in this and the other Schedules to this Contract to which I shall annex my signature;
- (b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding execution of duties;
- (c) Further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; and C3", attached hereto, should this bid be accepted;
- (d) Confirm that this bid may only be accepted by Tswelopele Local Municipality by way of a duly authorised Letter of Acceptance within fourteen (14) days from the date of appointment;
- (e) Declare that we are fully acquainted with the Bid document and Schedules and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- (f) Declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between TLM and the undersigned;
- (g) Certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.
- (h) Acknowledge that the information furnished is true and correct;
- (i) Accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of TLM that the claims are correct. If the claims are found to be inflated, TLM may in addition to any other remedy it may have, recover from the company or me all costs, losses or damages incurred or sustained by TLM as a result of the award of the contract and/or cancel the contract and claim any damages which TLM may suffer by having to make less favourable arrangements after such cancellation;

Initial here: _____

- (j) Declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
- (k) Declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was not satisfactory.

Signed at _____ on this _____ day of _____ 20_____

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

Sign as witness: _____

FORM 2.2.2 DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state including in instances of non-directors of the entity and also those who may be sub-contracting.
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 with honesty and submitted with the bid.

Full Name: _____

Identity Number: _____

Tax Number: _____

VAT Number: _____

3.1 Are you presently in the service of the state[□] **YES / NO** _____

If yes, furnish particulars _____

3.2 Have you been in the service of the state for the past twelve (12) months? **YES /NO**

If yes, furnish particulars _____

3.3 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?

Initial here: _____

If yes, furnish particulars _____

□ SCM Regulations: "in the service of the state" means to be – (a) a member of –

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

- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); (e) a member of the accounting authority of any national or provincial public entity; or (f) an employee of Parliament or a provincial legislature.

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

If yes, furnish particulars _____

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

If yes, furnish particulars _____

FORM 2.2.3 CERTIFICATION

I, THE UNDERSIGNED (NAME) _____ CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. THAT ANY MISREPRESENTATION OF INFORMATION MAY LEAD TO IMMEDIATE CANCELLATION OF THE AGREEMENT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

SHOULD THE INFORMATION REQUIRED ON THIS FORM NOT DULY BE SUPPLIED, THIS BID WILL BE AUTOMATICALLY REJECTED.

Signature

Date

Company Name

Position

Initial here: _____

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) ~~The applicable preference point system for this tender is the 90/10 preference point system.~~
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) ~~Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.~~

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

Initial here: _____

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

Initial here: _____

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points	Number of points	Number of points claimed	Number of points claimed
---	------------------	------------------	--------------------------	--------------------------

Initial here: _____

	allocated (90/10 system) (To be completed by the organ of state)	allocated (80/20 system) (To be completed by the organ of state)	(90/10 system) (To be completed by the tenderer)	(80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

Initial here: _____

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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 forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution’s supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Initial here: _____

4.4.1	If so, furnish particulars:
-------	-----------------------------

MBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9

FORM 2.2.4 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- a) This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- b) Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- c) Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - i. Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - ii. Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- d) 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.

Initial here: _____

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

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

Initial here: _____

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by: TSWELOPELE LOCAL MUNICIPALITY

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

I certify, on behalf of

(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - has been requested to submit a bid in response to this bid invitation;
 - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or 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.

Initial here: _____

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

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

Signature

Date

Company Name

Position

Initial here: _____



T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENTS

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

	Date	Title or Details
1		
2		
3		
4		
5		

Attach additional pages if more space is required.

Signature of Authorized person: _____ Date: _____

Name of authorized person: _____ Position: _____

Initial here: _____

PART C1 PRICING DATA

C1.1 PRICING INSTRUCTIONS

C1.2 BILL OF QUANTITIES

C1.3 PRICING STRUCTURE

C1.1 PRICING INSTRUCTIONS

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Company submitted on such a basis. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the sites without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the provision of Security services in identified sites, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.

The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.

- 6 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the stated rates shall apply should work under these items actually be required.

Should the Bidder group a number of items together and bid one sum for such group of items, the single stated sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The stated rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

Rates quoted are fixed and quoted in ZAR currency; and shall not in any way be affected by rand/dollar exchange rate or any currency.

- 8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

- 9 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

Quantity : The number of units of work for each item

Rate : The payment per unit of work at which the Bidder bids to do the work. Should be quoted in ZAR currency only

Amount : The quantity of an item multiplied by the bidder's rate of the (same) item. Should be quoted in ZAR currency only

Sum : An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units. Should be quoted in ZAR currency only

- 10 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

No = No

Initial here: _____

% = Percentage
Prov Sum = Provisional Sum

C1.2 SCOPE OF WORK

A. GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent rights
7. Inspections, tests and analysis
8. Packing
9. Delivery and documents
10. Insurance
11. Transportation
12. Incidental services
13. Spare parts
14. Warranty
15. Payment
16. Prices
17. Variation orders
18. Assignment
19. Subcontracts
20. Delays in the supplier's performance
21. Penalties
22. Termination for default
23. Anti-Dumping and countervailing duties and rights
24. Force Majeure
25. Termination for insolvency
26. Settlement of disputes
27. Limitation of liability
28. Governing language
29. Applicable law
30. Notices
31. Taxes and duties
32. Transfer of contracts
33. Amendment of contracts
34. Prohibition of restrictive practices

Initial here: _____

General Conditions of Contract

1. Definitions:

1. The following terms shall be interpreted as indicated:

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

Initial here: _____

- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application:

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

3. General:

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

4. Standards:

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

5. Use of contract documents and information inspection:

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

6. Patent rights:

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

7. Inspections, tests and analyses:

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

8. Packing:

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

9. Delivery and documents:

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- 9.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.
10. Insurance:
- 10.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
11. Transportation:
- 11.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
12. Incidental services:
- 12.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- 12.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 12.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 12.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 12.1.4 performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 12.1.5 training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 12.2 Prices charged by the supplier for incidental services, if not included in the contract price for the good shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.
13. Spare parts:
- 13.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 13.1.1 such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - 13.1.2 in the event of termination of production of the spare parts:
 - a) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - b) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
14. Warranty:
- 14.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 14.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading

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

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

15. Payment:

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

16. Prices:

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

17. Variation orders:

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

18. Assignment:

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

19. Subcontracts:

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

20. Delays in the Supplier's Performance:

- 20.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 20.2
- 20.3 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall

evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 20.4 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 goods are required, or the supplier's services are not readily available.
- 20.5 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 22.2 without the application of penalties.
- 20.6 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

21. Penalties:

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

22. Termination for default:

- 22.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 22.1.1 if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- 22.1.2 if the supplier fails to perform any other obligation(s) under the contract; or
- 22.1.3 if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 22.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to the undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 22.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 22.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 22.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person,
- 22.6 and with which enterprise or person the first-mentioned person, is or was in the opinion of the

purchaser actively associated.

22.7 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

23. Anti-Dumping and Counter-Vailing duties and rights:

23.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

24. Force Majeure:

24.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

24.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the suppliers shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

25. Termination for insolvency:

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

26. Settlement of disputes:

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

- amicably such dispute or difference by mutual consultation.
- 26.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 26.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 26.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- 26.4.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 26.4.2 the purchaser shall pay the supplier any monies due to the supplier for goods delivered and/or services rendered according to the prescripts of the contract.
27. Limitation of liability:
- 27.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- 27.2 the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- 27.3 the aggregate liability of the supplier to the purchaser, whether under the contract, intort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
28. Governing language:
- 28.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
29. Applicable law:
- 29.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
30. Notices:
- 30.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 30.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
31. Taxes and duties:
- 31.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 31.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until il delivery of the contracted goods to the purchaser.
- 31.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 31.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
32. Transfer of contracts:

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- 32.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.
33. Amendment of contracts:
- 33.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
34. Prohibition of restrictive practices:
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was/were involved in collusive bidding.
- 34.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties are contemplated in section 59 of the Competition Act No 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

C. TENDER SPECIFIC CONDITIONS OF CONTRACT

SPECIFIC SPECIFICATIONS FOR THE TENDER:

SCOPE OF WORKS

Abbreviations

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

1. PROJECT BACKGROUND – DMRE PERSPECTIVE

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

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

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

As a commitment to this process, government published in 2005 the National Energy Efficiency Strategy that set a target of 12% Energy Demand Reduction to be achieved by 2015. In addition, the Department of Energy's approved 2012 Plan for the next three years, which requires national energy savings from implemented Energy Efficiency and Demand Side Management (EEDSM) measures across all sector including the public sector. The Municipal Energy Efficiency Project, making part of the EEDSM program, is to assist the Department of Energy in implementing energy efficiency projects in municipalities that will contribute towards the achievement of these targets, and also to provide an energy efficiency base line for the next financial year.

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

measures have been introduced since 2005, monitoring and quantification of energy savings has been a challenge.

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

2. DESCRIPTION OF WORKS

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

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

2.1 OBJECTIVE

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

2.2 LOCATION OF WORKS

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

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

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

3. LEVEL OF SERVICES

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

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

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

Stage 1 – Inception which includes:

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

Stage 2 – Concept and viability which includes:

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

Stage 3 – Design development which includes:

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

Stage 4 – Documentation and procurement which includes:

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

Stage 5 – Contract administration and inspection which includes:

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

Stage 6 – Project Closure which includes:

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

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

4. SCOPE AND SPECIFICATON OF PROFESSIONAL SERVICES

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

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

management of the professional team and the implementation of the project.

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

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

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

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

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

5. TECHNICAL EXPERIENCE AND CAPABILITY REQUIREMENTS

A technical proposal is required and must include full details of the Service Provider that will be

involved in the project. The service provider is encouraged to sub-contract part of the scope to local SMME's.

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

- o Project Management
- o Energy Audits
- o Baselines Creation
- o Detailed Design
- o Business Case Development
- o Implementation Works
- o Project Monitoring
- o Measurement and Verification Preparations

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

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

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

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

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

6. KEY PERSONNEL

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

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

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

details of these projects.

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

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

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

7. PROJECT DELIVERABLES

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

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

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

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

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

8. PRICING

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

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

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

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

9. OVERVIEW OF THE WORKS

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

The Service Provider shall provide the resources, personnel, transport, equipment, hand tools, consumable spares and materials (where requested to do so), necessary to carry out the repairs and maintenance on the municipality's electrical network as and when required (this will require the Service Provider to make himself/herself available to carry out repairs promptly). The Service Provider's response time shall be within an 48 hours after a call from the municipality.

10. BASIC DESCRIPTION OF THE VARIOUS TASKS

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

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

11. SITE MAINTENANCE

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

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

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

12. DAMAGE TO SERVICES

The Service Provider will be responsible for any destruction/damage in determining the exact extent and location of any services and shall be liable for damages to any such services or any damages suffered by a third party as a result of the excavations carried out by him/her. Damage to services shall immediately be reported to the relevant department.

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

13. EQUIPMENT AND TOOLS

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

14. REGULATIONS

- a) The work will be carried out strictly in accordance with the latest issues of the following documents:
- b) The Occupational Health and Safety Act, 1993 (Act 85 of 1993),
- c) The Electricity Department's Standard Policies and Procedures,
- d) The Municipality's By-Laws,
- e) Electricity Act, 1987 (Act 41 of 1987) (as amended). (Note, particularly, Government Gazette R103, 26 January 1996),
- f) Any special requirements of the Municipality's representative.

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

- g) A competent person shall be authorized in writing to open and enter the primary and secondary substations, open miniature substations and streetlight kiosks, if and when required.
- h) Whenever any substation, miniature substation or kiosk is visited, the doors and gates must be locked when leaving the premises. If no lock was fitted the contractor shall inform the Tswelopele Local Municipality presentative immediately, to ensure a lock is provided to him and the door or gate is locked.
- i) Care must be taken to ensure that nobody enters the premises while work is being carried out.
- j) Logbooks must be filled in on entering the substation or miniature substation and on

completion of the work required.

- k) An authorized person that opens the substation, miniature substation or kiosk will remain in control of that substation, miniature substation or kiosk.
- l) The contractor(s) shall do a visual inspection to ensure that it is safe to enter. If there is any doubt about the safety of entering or carrying out work in the substations or opening miniature substation or kiosk doors, the matter must be reported to the Tswelopele Local Municipality representative.
- m) Some of the substations are fitted with pepper spray and the contractor must obtain the relevant information and requirements regarding those substations from the Tswelopele Local Municipality responsible person.

15. INSPECTIONS

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

16. PAYMENT

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

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

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

(Signed) _____
TENDERER

Non-compliance to specification will invalidate your offer.

NB: Service providers are required to read and study the specification, its general condition of contract, as well as the instructions to them very carefully before submitting their offers. Please note that it is the responsibility of the tenderer to do any site inspection and . necessary to determine what is needed for the successful implementation of the proposed solution. Please note that all responsive tenderers may be requested to demonstrate the functionality of their proposed solutions to the tender offered.

Compliance with Specification

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

2. PROJECT LOCATION

– Tswelopele Local Municipality

N.B: It must be noted that TSWELOPELE Municipality has the right to either subtract or add other facilities subsequent to an agreement with the winning service providers during the subsistence of the agreement.

C1.3 Pricing Structure

CALCULATION OF TOTAL COST		
COST	VAT (if registered for VAT)	TOTAL COSTS

PART C3 AGREEMENT AND CONTRACT DATA [WHITE]

C3.1 FORM OF OFFER AND ACCEPTANCE

C3.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT NO 85 OF 1993)

C3.3 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

C3.1 FORM OF OFFER AND ACCEPTANCE [THIS SECTION MUST BE COMPLETED AFTER APPOINTMENT]

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

1. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: APPOINTMENT OF AN IMPLEMENTING AGENT TO PROVIDE FULL SERVICE FOR THE DESIGN AND IMPLEMENTATION OF ENERGY EFFICIENCY (EEDSM) PROGRAM.

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder 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.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS FOR DURATION OF THE CONTRACT.

Rand (in words);

R _____ (in figures),

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 Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

FOR THE BIDDER:

Signature(s) _____

Name(s) _____

Capacity _____

Company Name _____

Name of Witness _____

Signature _____

Date: _____

4. ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement between the Employer and the Bidder 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 Pricing Data

Part C2 Scope of Work

Part C3 Agreements and Contract Data, (which includes this Agreement)

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 Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder 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, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of 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 these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

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

FOR THE EMPLOYER: TSWELOPELE LOCAL MUNICIPALITY

Signature(s) _____

Name _____

Capacity _____

Name of Witness _____

Signature _____

Date _____

2. SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become 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 bid 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 bid 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 _____

5 Subject _____

Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder 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 bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE BIDDER:

Signature(s) _____

Name(s) _____

Capacity _____

(Bidder's Name) _____

Name of Witness _____

Signature _____

Date: _____

FOR THE EMPLOYER: TSWELOPELE LOCAL MUNICIPALITY

Signature(s) _____

Name _____

Capacity _____

Name of Witness _____

Signature _____

Date _____

C3.2 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT NO 85 OF 1993)

THIS AGREEMENT made at _____

On this the _____ day of _____ 20_____

Between **TSWELOPELELOCAL MUNICIPALITY** (hereinafter called "the
Employer") herein represented by _____

In his/her capacity as _____

And

(Hereinafter called "the Mandatory") of the other part, herein represented by

In his/her capacity as _____

WHEREAS the Employer is desirous that certain works be undertaken as per this contract:

and has accepted a Bid by the Mandatory for the provision of such services and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's representative requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued
 - (b) the date of termination of the Contract
- 3 The Mandatory declares himself/herself to be conversant with the following:

- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 3 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
 - 4 The Mandatory warrants that all his/her and his/her subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
 - 5 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
 - (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.
 - 6 In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

SIGNATURE _____ DATE _____

DESIGNATION _____ DATE _____

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

SIGNATURE _____ DATE _____

DESIGNATION _____ DATE _____

C3.3 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on

_____ 20_____,

Mr/Ms

_____ whose signature

Appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESS SIGNATURE _____

NAME _____

(IN CAPITALS)

**N.B. MAKE SURE YOU INDEX ALL THE ATTACHMENTS FOR EASE OF IDENTIFICATION
....THE END.....**