



## LEKWA LOCAL MUNICIPALITY

TENDER NUMBER: DTS 16 2021-2022

## BID DOCUMENT

***MAINTENANCE, TESTING, INSPECTION AND REPAIRING OF ELECTRICAL EQUIPMENT ON LEKWA LOCAL MUNICIPALITY ELECTRICAL NETWORK FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN EMERGENCY REQUIRED BASIS***

## PREPARED BY

THE MUNICIPAL MANAGER LEKWA LOCAL MUNICIPALITY  
P.O. Box 66  
STANDERTON  
2430

Mr J Mokgatsi

(Acting Municipal Manager)

Tel: (017) 712 9600

NAME OF BIDDER (BIDDING ENTITY) (FULL NAME) : \_\_\_\_\_  
TEL NUMBER : \_\_\_\_\_  
E-MAIL : \_\_\_\_\_  
CELL NO. : \_\_\_\_\_  
CIDB NO. : \_\_\_\_\_  
CSD NO. : \_\_\_\_\_

THE OFFERED TOTAL OF THE PRICES INCLUDING VALUE ADDED TAX IS:

R..... (In figures)

**VERY IMPORTANT NOTICE:**

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected.

**AND ALL PAGES INCLUDING THE COVER MUST BE INITIALIZED BY THE BIDDER AND TWO WITNESS AT THE BOTTOM**

"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 as published in Government Gazette number 40553, dated 20 January 2017, in terms of which provision is made for this policy.

**Mandatory Requirements on Disqualifications**

NB (The following are mandatory and failure to submit any of these documents will lead to a disqualification of the document)

1. Form of offer must be completed and signed by the authorised signatory.
2. Bid to be in the closing register
3. Proof of CSD Registration and compliance (CSD report not older than 7 days at date of closing to be attached)
4. Tax compliant as per the submitted CSD (in the case of a joint venture, of all the partners or both JV's must be tax compliant.
5. The Authority to sign must be completed and signed (Company resolution letter "on company letter head" by directors to be attached confirming the Authority to sign)
6. CIDB grading of 6EP or higher
7. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
8. Signed declaration of interest
9. Letter of Good Standing (COID)
10. Municipal rates and services account (not OLDER than 60 days and not in Arrears)
11. Attendance of the compulsory clarification meeting
12. Company registration documents must be submitted.
13. Audited Past three years Annual financial statements

**Other additional required information or points to be noted below (failure to adhere to this may result in the tender been disqualified)**

1. When downloading the bid document please ensure that when you compile for submission all pages are included
2. Failure to complete the schedule of quantities as required, i.e only lump sums provided
3. Scratching out without initialling next to the amended rates or information, writing over or painting out rates affecting the evaluation of the bid.
4. The use of correction fluid (i.e. tippex) or any erasable ink, eg. Pencil.
5. The Bid has not been properly signed by a party having the authority to do so, according to the *example* of "Authority for Signatory"
6. Non-attendance of mandatory/compulsory Site inspections or Information/Clarification meetings
7. No authority for signatory submitted – See example, where it is stated that a duly signed and dated original or certified copy of the company's relevant resolution (for each specific bid) of their members or their board of directors, must be submitted.
8. Particulars required in respect of the bid have not been completed, except if information required on Preferencing Schedule in respect of BBB-EE, is not attached, the bid will not be disqualified but no preference points will be awarded.
9. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract
10. The bid has been submitted either in the wrong bid box or after the relevant closing date and time
11. Non submission of Letter of Good Standing from COID
12. If any 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, attach proof of municipal rates account for both company and director not in arrears and not older than 60 days. (If property is leased, lease agreement must be attached and must indicate that the lessor is responsible for the payment of rates and services)
13. If any bidder 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 written notice was given to that bidder that performance was unsatisfactory.
14. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
  - (a) who is in the service of the state; or;
  - (b) 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;
  - who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
15. Failure to provide:

- (a) written proof of **registration** with the CIDB, in an appropriate contractor grading designation (category), as required in the bid documentation (if applicable); or
  - (b) written proof of **application** to the CIDB **for registration** as a contractor in an appropriate designation (category), as required in the bid documentation (if applicable).
16. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
  17. Bid offers will be rejected if the bidder has abused the LLM's Supply Chain Management System.
  18. Not signing all pages on the space provided
  19. Attach CV of Contracts Manager, Site Agent and Safety Officer
  20. Certified Qualification of Contracts Manager (Minimum qualification in Civil / Building related projects), Site Agent and Safety Officer (Relevant Certificate) (Certified)(if applicable)
  21. Proof of Foreign Qualification approved from SAQA (if applicable)
  22. Proof of Employment, letter confirming employment (Contracts Manager, Site Agent and Safety Officer)(if applicable)
  23. Proof of relevant experience of company (copies of appointment letter and completion certificate)
  24. Proof of Purchase of the tender document must be attached; failure to do that will lead to disqualification. (if applicable)
  25. A letter from the accounting officer (in case of a close cooperation or cooperative) or accounting firm (in case of a Private company), stating that the business is going concern.
  26. In case where the bidder fails to prove beyond reasonable doubt that the project will be completed with the amount stated on the form offer. The bidder in the latter case will be given an opportunity to present the facts for risk mitigation purposes.
  27. The municipality also reserves the right to appoint the lowest bidder and to appoint the bid in whole or in parts. The municipality also reserves the right to appoint the bid based on its risk assessment.
  28. All pages must be initialled

## INDEX

SECTION 1		PAGE
1.1	INVITATION TO TENDER AND SUPPLIER INFORMATION	5
1.2	TENDER CONDITIONS AND INFORMATION	9
1.3	GENERAL CONDITIONS OF CONTRACT	16
1.4	SPECIAL CONDITIONS OF CONTRACT	22
SECTION 2		
2.1	SPECIFICATIONS AND PRICING SCHEDULE	25
2.2	FUNCTIONALITY CRITERIA	35
SECTION 3		
3.1	MBD4: DECLARATION OF INTEREST	38
3.2	MBD5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)	42
3.3	MBD6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017	44
3.4	MBD 6.2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	49
3.5	MBD 7.1: CONTRACT FORM - PURCHASE OF GOODS/WORKS	52
3.6	MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	54
3.7	MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION	56
3.8.	MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES	59
3.9	MBD 16 – KEY PERFORMANCE INDICATORS	60
3.10	AUTHORITY FOR SIGNATORY	61

## INVITATION TO TENDER

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LEKWA LOCAL MUNICIPALITY			
BID NUMBER:	DTS 16 2021-2022	CLOSING DATE AND TIME	15 December 2021 @ 12h00
BRIEFING DATE AND TIME	22 November 2021 @ 10h00	VENUE OF BRIEFING:	Standerton Town Hall
DESCRIPTION	MAINTENANCE, TESTING, INSPECTION AND REPAIRING OF ELECTRICAL EQUIPMENT ON LEKWA LOCAL MUNICIPALITY ELECTRICAL NETWORK FOR A PERIOD OF 3 YEARS ON AN AS AND WHEN EMERGENCY REQUIRED BASIS		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).			

BID DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

**Lekwa Local Municipality Main Building**  
**C/O Dr Beyers Naude and Mbonani Mayisela Streets**  
**Standerton**  
**2430**

- Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.
- All dates and times are South African Standard Times
- The bid box is generally open on weekdays from 07h30 till 16h15.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES or NO					
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) <input type="checkbox"/>					
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) <input type="checkbox"/>					
A REGISTERED AUDITOR <input type="checkbox"/>					
[TICK APPLICABLE BOX]					

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] [MBD 6.1]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:2 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Supply Chain	CONTACT PERSON	Marks Mabunda
CONTACT PERSON	Bilal Cajee	TELEPHONE NUMBER	072 356 0242
TELEPHONE NUMBER	082 303 7516	E-MAIL ADDRESS	<a href="mailto:mmabunda@lekwalm.gov.za">mmabunda@lekwalm.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:bcajee@lekwalm.gov.za">bcajee@lekwalm.gov.za</a>		

**DELIVERY BASIS:**

Is the delivery period firm?	YES / NO
Period required for delivery after receipt of order (days)	
Is the price (inclusive of VAT) firm?	YES / NO
Discount offered:	Conditional/Unconditional
If conditional, state condition:	
Is offer strictly to specification/terms of reference	YES / NO
If not to specification/terms of reference. Please state deviation(s) if any: ..... .....	

## BANK DETAILS :

BANK NAME:	
BRANCH:	BRANCH CODE:
ACCOUNT HOLDER:	
ACCOUNT NUMBER:	ACCOUNT TYPE:

## OFFICIAL STAMP FROM BANK OR AN OFFICIAL LETTER FROM THE BANK

<p>..... AUTHORISED BANK OFFICIAL</p>
---

**BANK OFFICIAL**

AUTHORISED SIGNATURE: .....

NAME: .....

CAPACITY: .....

DATE: .....

## PART B

### TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS (MBD 2)	
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
1.2 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.	
1.3 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.	
1.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:2.	
1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
1.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
1.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. TAX STATUS WILL BE CONFIRMED PRIOR TO APPOINTMENT	
2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
2.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>	

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....



## SECTION 1.2: TENDER CONDITIONS AND INFORMATION

### 1.2.1 General and Special Conditions of Contract

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

### 1.2.2 Acceptance or Rejection of a Tender

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

### 1.2.3 Validity Period

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

### 1.2.4 Cost of Tender Documents

Payment for tender documents, if specified, must be made in cash at the Lekwa Local Municipality main cashier hall. These costs are non-refundable.  
This tender document will be made available on the eTenders website for FREE.

### 1.2.5 Registration on Central Supplier Database

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

### 1.2.6 Completion of Tender Documents

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

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

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

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

### 1.2.7 Compulsory Documentation

#### 1.2.7.1 Central Supplier Database Registration

- (a) A registration report from the Central Supplier Database (NOT OLDER THAN 7 DAYS AT DATE OF CLOSING) must accompany the bid documents.
- (b) In the case of a Consortium/Joint Venture every member must submit the report mentioned in point (a) above.
- (c) The following will be checked from the CSD Reports:
  - Tax status: At closing (CSD Registration Report submitted by Bidder will be considered and must reflect compliant tax status, report not to be older than 7 days at closing)
  - Tax status: Bidder must have a compliant tax status at date of appointment.
  - Is the supplier a Restricted Supplier?
  - Are any members/directors of the company a Government Employee

#### 1.2.7.2 Municipal Rates, Taxes and Charges

- (a) A certified copy of the bidder's and those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents.
- (b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than 30 days and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.
- (c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

#### 1.2.7.3 Authorised Signatory

- (a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

#### 1.2.7.4 Letter of Good Standing from the Commissioner of Compensation

- (a) A valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof, must accompany the bid documents.
- (b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof with the bid documents.
- (c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof, either as an attachment to the bid documents, bid document will be disqualified
- (d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or certified copy thereof must be submitted on/or before the final date of award.
- (e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid certificate must be submitted within an agreed upon time.

- (f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

#### 1.2.7.5 South African Revenue Services (SARS)

- (a) VAT Registration Certificate
- (b) SARS Tax Pin

#### 1.2.7.6 **Audited** Financial Statements (3 years)

- (a) **Audited** annual financial statements for the past three years or since the date of establishment if established during the past three years.

#### 1.2.8 Other Documentation

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

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

#### 1.2.9 Site / Information Meetings

(a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

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

##### 1.2.10 Samples

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

##### 1.2.11 Quantities of Specific Items

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

##### 1.2.12 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in the tender box on the address below .

**Lekwa Local Municipality,  
Cnr Dr Beyers Naude & Mbonani Mayisela Street,  
Tender Box  
Standerton**

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

#### 1.2.13 Expenses Incurred in Preparation of Tender

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

#### 1.2.14 Contact with Municipality after Tender Closure Date

Bidders shall not contact the Lekwa Local Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Lekwa Local Municipality, it should do so in writing to the Lekwa Local Municipality. Any effort by the firm to influence the Lekwa Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

#### 1.2.15 Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

(b) Details of tenders received in time will be recorded in a register which is open to public inspection.

(c) Faxed, e-mailed and late tenders will not be accepted.

#### 1.2.16 Evaluation of Tenders

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

#### 1.2.17 Procurement Policy

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

Evaluation Criteria shall follow the following

1. Responsiveness
2. Functionality
3. The 80/20 or 90/10 preference point systems, B-BBEE

#### 1.2.18 Contract

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

#### 1.2.19 Subcontracting

(a) The Contractor shall not subcontract the whole of the Contract.

(b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the

Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

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

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

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

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

#### 1.2.20 Language of Contract

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

#### 1.2.21 Extension of Contract

The contract with the successful bidder may be extended by the Employer should additional work be required, the Employer reserves the right to extend or not to extend the contract.

#### 1.2.22 Stamp and Other Duties

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

#### 1.2.23 Wrong Information Furnished

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

#### 1.2.24 Past Practices

(a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

(b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councilor with this or any past tender.

(c) The bid or any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favor, hospitality or any other benefit in any improper way, with this or any past tender.

### 1.2.25 Validity of BEE certificates:

- (a) If the certificate was issued by a verification agency the following must be on the face of the certificate:

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

- (b) If certificate was issued by an Auditor/ Accounting Officers:

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the B-BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

- (c) If the certificate was issued by registered auditors approved by IRBA

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

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

### 1.2.26 Letter of Good Standing from the Commissioner of Compensation

(a) A valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof, must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof on record.

(b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof with the bid documents unless the member is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof on record for all members of the Consortium/Joint Venture.

(c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Municipality, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

(d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or certified copy thereof must be submitted on/or before the final date of award.

(e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expires during the contract period, a valid certificate must be submitted within an agreed upon time.

(f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

#### 1.2.27 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed as follows

**B Cajee**

**082 303 7516**

**[bcajee@lekwalm.gov.za](mailto:bcajee@lekwalm.gov.za)**

**Please ensure that the correct tender number is mentioned in the email reference**

### 1.3 GENERAL CONDITIONS OF CONTRACT

#### 1. DEFINITIONS

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



- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. APPLICATION**

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

## **3. GENERAL**

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

## **4. STANDARDS**

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

## **5. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only 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 supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. PATENT RIGHTS**

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

## **7. PERFORMANCE SECURITY**

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

**8. INSPECTIONS, TESTS AND ANALYSES**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

**9. PACKING**

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

**10. DELIVERY AND DOCUMENTS**

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

**11. INSURANCE**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

**12. TRANSPORTATION**

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

**13. Incidental Services**

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

- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

**14. SPARE PARTS**

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

**15. WARRANTY**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. PAYMENT**

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

**17. PRICES**

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

**18. VARIATION ORDERS**

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

**19. ASSIGNMENT**

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

**20. SUBCONTRACTS**

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

liability or obligation under the contract.

**21. DELAYS IN THE SUPPLIER'S PERFORMANCE**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. PENALTIES**

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

**23. TERMINATION FOR DEFAULT**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:  
(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:  
(i) the name and address of the supplier and / or person restricted by the purchaser;  
(ii) the date of commencement of the restriction  
(iii) the period of restriction; and

- (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website
- 24. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. FORCE MAJEURE**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. TERMINATION FOR INSOLVENCY**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.
- 27. SETTLEMENT OF DISPUTES**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(a) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28. LIMITATION OF LIABILITY**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. GOVERNING LANGUAGE**

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

**30. APPLICABLE LAW**

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

**31. NOTICES**

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

**32. TAXES AND DUTIES**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

**33. TRANSFER OF CONTRACTS**

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

**34. AMENDMENT OF CONTRACTS**

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

**35. PROHIBITION OF RESTRICTIVE PRACTICES**

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 of 1998. 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## SECTION 1.4: SPECIAL CONDITIONS OF CONTRACT

### 1.4.1 SCOPE

The scope of this contract is for the maintenance & repairs, supply, installation of electrical equipment.

### 1.4.2 MATERIAL

All material offered must be the best obtainable for their respective duties and must comply with the respective SABS. Wherever emergency specifications have to be complied with this should be explicitly mentioned. All equipment offered must be adapted for the particular duties in view. Queries will be welcomed, should the specifications not be clear on any point. Preference will be given to South African Manufactured goods.

Bidders must quote in accordance with specifications, but alternatives aimed at economy with equivalent performance will be considered.

### 1.4.3 SITE CONDITIONS

The site is in the area within the Lekwa Local Municipality which includes Standerton and Morgenzon. Incidental intrusion into private property shall not be permitted without the owner's written authority. Any such agreement reached with a private landowner (occupier) shall include the proviso that any material or equipment on that site shall remain the exclusive property of the Employer in terms of the contract.

### 1.4.4 SYSTEM CONDITIONS

Medium voltage 11 000 volts, 3 phase, 50 cycles per second, bulk supply from Eskom. Neutral earthed through earthing resistance. Low voltage 420/242 volts, 3 phase, 4 wire. Phase rotation standard as indicated in BSS No 158/1938, Section 3.

### 1.4.5 TENDER DATA

Tenders must be valid for the municipal financial year from due date. Complete details, including any relevant drawings to the data which may assist in deciding on the suitability of the equipment must accompany each Tender. Any variations from the specifications must be specifically stated or tenders will be assumed to comply with the specifications.

NB: Appointed bidder must have a workshop within 60km radius of the Lekwa Local CBD or must establish a workshop within Standerton after appointment

Lekwa Local Municipality shall conduct an inspection of the workshop prior to the tender being awarded.

All maintenance work shall be done at the local workshop. Lekwa Local Municipality shall conduct random inspections at the workshop throughout the duration of the tender period. Work shall start within 72 hours of an order been given and payment will only be done on completion of work to the satisfaction of the Director: Technical Services and Manager Electrical Services.

Although all detail specification is not given for the work, it is assumed that bidders have sufficient experience in the above type of work and that actual details of the above works can if required, be submitted to the bidder for pricing. Pricing must be market related and can be verified/checked before work been started

#### 1.4.6 PAYMENT

Payment will be made within 30 days after satisfactory completion of work and receipt of original invoice.

#### 1.4.7 PRICE BASIS

- a) All prices shall be quoted for Lekwa Local Municipality in South African currency. All settlement discounts shall be included in tender price.
- b) All bidders shall include VAT in their prices.
- c) Escalation per annum must be specified.

#### 1.4.8 TENDER FORMS

Any item or operation not specifically mentioned but deemed essential shall be assumed as having been allowed for by the bidder.

#### 1.4.9 ALL CONTRACTORS FOR MV WORK MUST DECLARE THE FOLLOWING:

- a) Number of full time technically skilled staff with relevant experience.
- b) Details of specialized tools, vehicles and equipment.
- c) Number of years' experience of relevant work.

#### 1.4.10 EVALUATION

- a) This tender will be awarded per item as it is impractical to award one (1) item to various bidders, except for Item 7 which can be awarded to various bidders.
- b) Alternative bidders will also be appointed.



## SECTION 2.1: SPECIFICATIONS AND PRICE SCHEDULE

### 2.1.1 SCHEDULE OF QUANTITIES

“Material Rate” shall include the supply and delivery of all items of material to the site (Lekwa Local area of supply) including all incidentals necessary for the completion of the specific item of work plus the profit and VAT thereon.

“Labour Rate” shall include the cost of labour both skilled and unskilled, including supervision and profit required to complete the installation of all material covered by each specific item and VAT thereon where applicable.

No addition, erasure or alteration is to be made on the schedule of quantities. Such corrections will invalidate the tender.

Issue of Works Orders: Before a works order is issued, a site meeting between the successful bidder and the Engineer shall be conducted, so as to determine the cost of the specific proposed works.

#### ITEM 1: GENERAL MAINTENANCE WORK

(Registered Contractors only)

(If and when required by Lekwa Local Municipality for work not mentioned in this tender)

#### Labour (Normal Time):

Supervisor	R ..... / hour
Electrician	R ..... / hour
Assistant Electrician	R ..... / hour
General Labor	R ..... / hour

#### (Normal Overtime):

Supervisor	R ..... / hour
Electrician	R ..... / hour
Assistant Electrician	R ..... / hour
General Labor	R ..... / hour

#### (Sundays and Public Holidays)

Supervisor	R ..... / hour
Electrician	R ..... / hour

Assistant Electrician R ..... / hour

General Labor R ..... / hour

Transport:

Car or LDV R ..... / hour

3 Ton Truck R ..... / hour

5 Ton Truck R ..... / hour

10 Ton Truck R ..... / hour

Material:

Proven cost plus percentage % .....

START OF HOUR TO BE CALCULATED WHEN ARRIVAL ON SITE

ITEM 2: MEDIUM VOLTAGE SWITCHGEAR MAINTENANCE

The maintenance shall be done as per factory standards.

The contractor shall have extended knowledge of 11- 66kV Switchgear; this shall include knowledge of the mechanism settings as well as on site repairs if required.

The contractor shall have access to appropriate spares and 'speed-curves' shall be performed as per manufacturer's data sheets. Reports must be submitted to Lekwa Local Municipality

Emergency Backup service shall be provided within of 24 hours of call-out.

Full maintenance on 11 kV circuit breakers shall consist of:

Inspection of fixed and moving contacts, arcing tips and

turbulators. Dressing contacts if necessary.

Inspection and maintenance of mechanism and links.

Cleaning and refilling the tank with virgin oil. (LMT Breakers) Top up with SF6-GAS. (LMS & LMR Breakers) Doing a manufacturer's SPEED CURVE test.

Replace worn and faulty parts.

Issuing of test certificate and guaranteeing the quality of work done. Warranties and Guaranties must be indicated for work done.

Labour and Transport rates: (switch gear, transformer, substation maintenance)

## Labour (Normal Time):

Technician R ..... / hour

General Labor R ..... / hour

## Labour (Normal Overtime):

Technician R ..... / hour

General Labor R ..... / hour

## Labour (Sundays and Public Holidays)

Technician R ..... / hour

General Labor R ..... / hour

## Transport:

Car or LDV R ..... / hour

3 Ton Truck R ..... / hour

5 Ton Truck R ..... / hour

10 Ton Truck R ..... / hour

## Material:

Proven cost plus percentage % .....

ITEM 3: MAINTENANCE ON 11KV MINIATURE SUBSTATION AND RMU

All material, labour, transport, supervision tools and equipment supplied by Contractor.

a) Miniature substation (with or without ring main unit):

- Sand down rust, spots and loose paint on outside. Clean bushings and all inside components thoroughly. Rust treatment & respray with primer
- Respray all components avocado green on outside (Plascon C12 or similar approved) with the base black. (Outside) Lubricate all hinges and swivel points.
- Replace weather strips on all doors.

Replace warning signs and/or name where shabby or missing. R.....

b) Respraying of Ring Main Unit only:

Same as above.

R.....

c) Servicing of Ring Main Unit only

Clean bushing and all inside components thoroughly

Cleaning of contacts, insulation test and fill with virgin oil.

R.....

d) Complete refurbishing of Ring Main Unit:

- Medium Voltage disconnected by Lekwa Local Municipality. Strip ring main unit down to components.
- Shot blast all metal components where possible except when galvanized. Replace components where necessary.
- Replace weather strips on all doors. Rust treatment & respray with primer
- Respray all components avocado green on outside (Plascon C12 or similar approved) Fill ring main unit with new oil.
- Provide detailed test certificate for ring main unit.

Return ring main unit to Lekwa Local Municipality R.....

e) Complete refurbishing of miniature substation:

- Medium Voltage and Low Voltage disconnected by Lekwa Local Municipality. Strip miniature substation down to components.
- Shot blast all metal components where possible except when galvanised. Replace weather strips on all doors.
- Replace components where necessary.
- Manufacturing a new Low Voltage panel from 3CR12 steel. Transfer all equipment from old to new panel. De-tank the core and winding assembly. Clean and dry in oven.
- Re-tank the core and winding assembly. Fill transformer with regenerated oil.
- Refurbish ring main unit as above. Reassemble miniature substation. Rust treatment & respray with primer
- Respray all components avocado green on outside (Plascon C12 or similar approved) White inside
- Provide detailed test certificate for transformer and ring main unit.
- Return miniature substation to Lekwa Local Municipality.

Miniature substation without ring main unit. R.....

Miniature substation with ring main unit. R.....

**ITEM 4: MAINTENANCE OF 33KV/11KV TRANSFORMERS**

All material, labour, transport, supervision tools and equipment supplied by Contractor.

**RESPRAY ONLY**

- Transformer disconnected by Lekwa Local Municipality or appointed services provider.
- Transformer will be transported and delivered to the workshop of the contractor if within 60 kilometer radius. Sand down, repair rust spots and remove loose paint.
- Clean bushings and other components thoroughly. Rust treatment and respray transformer with primer
- Respray transformer Avocado Green (Plascon C12 or similar approved) Replace broken components
- The contractor shall return the transformer to the area required area or Electrical Workshop (Walter Sisulu Street) of Lekwa Local Municipality.

TRANSFORMER SIZE	UNIT	PRICE PER TRANSFORMER
16kVA Single Phase	Each	R
16kVA Three Phase	Each	R
25kVA Three Phase	Each	R
50kVA Three Phase	Each	R
75kVA Three Phase	Each	R
100kVA Three Phase	Each	R
160kVA Three Phase	Each	R
200kVA Three Phase	Each	R
250kVA Three Phase	Each	R
300kVA Three Phase	Each	R
315kVA Three Phase	Each	R
400kVA Three Phase	Each	R
500kVA Three Phase	Each	R
630kVA Three Phase	Each	R
1000kVA Three Phase	Each	R

### TESTING OF TRANSFORMERS

Insulation Test of medium voltage and low voltage windings R ..... /Test  
 Test of Transformer Oil (Included sample collection)

Dielectric Test R ..... /Test

Moisture (ppm) Test R ..... /Test

Acidity (TAN) Test R ..... /Test

Gas Test (%) R ..... /Test

Polychlorinated Biphenyls (PCB) Test (Labels must be provided) R ..... /Test

Note: Contractor shall provide a detailed test report for each sample.

#### Replace transformer oil

Virgin Oil R ..... /Litre

Regenerated Oil R ..... /Litre

### Maintenance and Repairs of Transformer Windings

All material, labour, transport, supervision tools and equipment supplied by Contractor.

- De-Tank the core and winding assembly.
- Clean and dry the core and winding assembly in oven.
- Re-Tank the core and winding assembly.
- Fill transformer with regenerated transformer oil.
- Replace all gaskets on transformer.
- Replace broken insulators.
- Test transformer.

TRANSFORMER SIZE	UNIT	PRICE PER TRANSFORMER
16kVA Single Phase	Each	R
16kVA Three Phase	Each	R
25kVA Three Phase	Each	R
50kVA Three Phase	Each	R
75kVA Three Phase	Each	R
100kVA Three Phase	Each	R
160kVA Three Phase	Each	R
200kVA Three Phase	Each	R
250kVA Three Phase	Each	R
300kVA Three Phase	Each	R
315kVA Three Phase	Each	R
400kVA Three Phase	Each	R
500kVA Three Phase	Each	R
630kVA Three Phase	Each	R
1000kVA Three Phase	Each	R

Note: Contractor shall provide a detailed test report for each transformer.

#### Rewinding of Medium Voltage Coil

All material, labour, transport, supervision tools and equipment supplied by Contractor.

TRANSFORMER SIZE	UNIT	PRICE PER TRANSFORMER
16kVA Single Phase	Each	R
16kVA Three Phase	Each	R
25kVA Three Phase	Each	R
50kVA Three Phase	Each	R
75kVA Three Phase	Each	R
100kVA Three Phase	Each	R
160kVA Three Phase	Each	R

200kVA Three Phase	Each	R
250kVA Three Phase	Each	R
300kVA Three Phase	Each	R
315kVA Three Phase	Each	R
400kVA Three Phase	Each	R
500kVA Three Phase	Each	R
630kVA Three Phase	Each	R
1000kVA Three Phase	Each	R

Note: Contractor shall provide a detailed test report for each transformer.  
The test report shall include: ratio test, iron lost test, short circuit test and oil test.

#### ITEM5: MAINTENANCE ON TRAFFIC MANAGEMENT SYSTEMS (ROBOTS)

- The maintenance shall be done as per factory standards.
- The contractor shall have extended knowledge of traffic management systems (Robots); this shall include knowledge of the mechanism settings as well as on site repairs if required.
- The contractor shall have access to appropriate spares.
- Emergency Backup service shall be provided within 4 hours of call-out.
- Only one Technician allowed per service or breakdown

Labour and Transport rates

Labour (Normal Time):

Technician R ...../ hour

Labourer R ...../ hour

Labour (Normal Overtime):

Technician R ..... / hour

Labourer R ..... / hour

Labour (Sundays and Public Holidays)

Technician R ...../ hour

Labourer R ...../ hour



Transport:

Car or LDV

R ..... / hour

Material:

Proven cost plus percentage

% .....

#### ITEM 6: MAINTENANCE AND REPAIR OF LV KIOSKS

- The maintenance shall be done as per factory standards.
- The contractor shall have access to appropriate spares.

#### Labour and Transport rates

Labour (Normal Time):

Technician

R ...../ hour

Labourer

R ...../ hour

Labour (Normal Overtime):

Technician

R ..... / hour

Labourer

R ..... / hour

Labour (Sundays and Public Holidays)

Technician

R ...../ hour

Labourer

R ...../ hour

Transport:

Car or LDV

R ..... / hour

Material:

Proven cost plus percentage

% .....

**ITEM 7: TESTING OF ELECTRICAL EQUIPMENT**

All material, labour, transport, supervision tools and equipment supplied by Contractor.

- 7.1) Infrared Scanning of electrical equipment. R ..... /Hour
- 7.2) Cable Condition Maintenance Assessment. R ..... /Cable
- 7.3) Secondary Injection testing of protection relays (Earth fault and over current)
- a) Electro-Mechanical Relays R ..... /Relay
- b) Electronic Relays R ..... /Relay
- 7.4) Recommissioning of Switchgear.
- a) 11kV Switchgear R ..... /Switch
- b) 22kV Switchgear R ..... /Switch
- c) 66kV Switchgear R ..... /Switch
- 7.5) Cable Fault Locating
- a) Low Voltage Cables R ..... /Cable
- b) Medium Voltage Cables R ..... /Cable
- 7.6) Non-destructive test on galvanized steel masts
- a) 18m Mast R ..... /Mast
- b) 30m Mast R ..... /Mast
- c) Street lights R...../street light
- 7.7) Earth Resistance Test Substations R...../ Test point

**ITEM 8: INSPECTION OF ELECTRICAL EQUIPMENT**

All material, labour, transport, supervision tools and equipment supplied by Contractor.

Inspection of Medium Voltage and Low Voltage Overhead Lines (Wooden Poles)  
(Taking and testing of samples included) R ...../Pole

Inspection of Medium Voltage and Low Voltage Overhead Lines (Steel Poles) R...../Pole

Inspection of Medium Voltage Overhead Network R ...../km

Inspection of Low Voltage Overhead Network R ...../km

Note: Contractor shall provide a detailed test report for each inspection.

## SECTION 2.2 Functionality Criteria

The functionality criteria are as listed in the table below:

## STAGE 1

Description	Requirements		Weight	Maximum points
Contractor's plant Resources	The Tenderer must proof that the following plant will be available			30
	The minimum plant requirement for this project would be:			
	Rock Drill or Auger	Proof of Ownership or A lease agreement	OWNED =5 LEASED = 3	5
	Flatbed truck for transporting of Poles (minimum 10 tons)	Proof of Ownership or A lease agreement	OWNED = 5 LEASED = 3	5
	Crane Truck (10 ton)	Proof of Ownership or A lease agreement Valid Loading Test Certificate	OWNED = 5 LEASED = 3	5
	Cherry Picker (minimum height 9m)	Proof of Ownership/ A lease agreement Valid Loading Test Certificate	OWNED = 5 LEASED = 3	5
	LDV	Proof of Ownership/ A lease agreement	5 LDV = 5 points 4 LDV = 4 points 3 LDV = 3 points 2 LDV = 2 points 1 LDV = 1 points	5
	TLB	Proof of Ownership/ A lease agreement	OWNED = 5 LEASED = 3	5
Testing Equipment	CT Analyser CPC 100 Double Test Equipment for Transformers CMC for relay secondary injection set HV cable fault Locator (11-33kV: HV Thumper)	Valid Calibration Test Certificate for Each Equipment  (not older than 12 months)	1 CT Analyser (Proof of ownership)	10
Fault Finding Equipment.	Specs of fault-finding Equipment: Must be able to test between 0 - 32kv.  Surge/impact energy: ± 2000 joules	Proof of Ownership/ A lease agreement	OWNED = 5 LEASED = 3	10

Experience and Qualification	Criteria Evaluation 1	Criteria Evaluation 2	Points
Number of similar type and size of projects Successfully completed by the Contractors Contract Manager or Site Manager	Minimum Qualification (Certified Copies to be attached) National Diploma Electrical Engineering or NQF Level 5 qualification in Electrical Wireman License (if one of these certificates are not attached bidder will score 0 points)	Number of similar type and size of projects successfully completed by the Contract Manager or Site Manager: 1 Project = 1 points 2 projects = 2 points 3 projects = 3 Points 4 projects = 4 points 5 projects = 5 Points	5
Number of similar type and size of projects Successfully completed by the company. (Completion letters only)	Successful completion of a similar type and size of project by the company	Number of Electrification Projects for minimum value R2million or more successfully completed by the Company: 1 Project = 1 points 2 projects = 2 points 3 projects = 3 Points 4 projects = 4 points 5 projects = 5 Points	5
		Number of Switching Projects for minimum value R2million or more successfully completed 1 Project = 1 points 2 projects = 2 points 3 projects = 3 Points 4 projects = 4 points 5 projects = 5 Points	5
		Traceable Appointment Letters of Maintenance Projects successfully completed 1 Project = 2 points 2 projects = 4 points 3 projects = 6 Points 4 projects = 8 points 5 projects = 10 Points	10
Health and Safety OFFICER	Certified copy of National Diploma in Health and Safety with SAMTRAC Certificate (If certificate is not attached bidder will score 0 points)	Minimum Five (5) years of experience	5
Total			80

Description	Special condition
Contracts Manager or Site Manager	The Contracts Manager / Site Manager will be required to spend 80% of his time on site

The Tenderer must comply with the minimum requirements in accordance with the Functionality Criteria table above and must obtain at least 55 Points under the Points Allocation of the Functionality Criteria to qualify for further evaluation  
Correcting arithmetical errors in the following manner:

- (a) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected.
- (b) 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 corrected total of the prices shall govern.
- (c) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern.

Notify the tenderer of all errors or omissions that are identified in the tender

## SECTION 3.1 MBD4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>2</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, 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 authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

<b>3.1.</b>	<b>Full name of bidder or his or her representative</b>												
<b>3.2.</b>	<b>Identity number</b>												
<b>3.3.</b>	<b>Position occupied in the company (director, shareholder <sup>3</sup> etc.)</b>												
<b>3.4.</b>	<b>Company registration number</b>												
<b>3.5.</b>	<b>Tax reference number</b>												
<b>3.6.</b>	<b>VAT registration number</b>												

<b>3.7.</b>	<b>Are you presently in the service of the state?</b>	<b>YES</b>		<b>NO</b>	
3.7.1.	If so, furnish particulars:				
<b>3.8.</b>	<b>Have you been in the service of the state for the past twelve months?</b>	<b>YES</b>		<b>NO</b>	
3.8.1.	If so, furnish particulars:				

<b>3.9.</b>	<b>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?</b>	<b>YES</b>		<b>NO</b>	
3.9.1.	If so, furnish particulars:				
<b>3.10.</b>	<b>Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?</b>	<b>YES</b>		<b>NO</b>	
3.10.1.	If so, furnish particulars:				
<b>3.11.</b>	<b>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>	<b>YES</b>		<b>NO</b>	
3.11.1.	If so, furnish particulars:				
<b>3.12.</b>	<b>Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>	<b>YES</b>		<b>NO</b>	
3.12.1.	If so, furnish particulars:				

<b>3.13.</b>	<b>Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?</b>	<b>YES</b>		<b>NO</b>	
<b>3.13.1.</b>	<b>If so, furnish particulars:</b>				
<b>3.14.</b>	<b>Please provide the following information on ALL directors / shareholders / trustees /members below:</b>				
	<b>full name and surname</b>	<b>identity number</b>	<b>personal income tax number</b>	<b>Provide State<sup>4</sup> employee number (Only to be completed if in the service of the State)</b>	

**NB:**

- ☐ PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)
- ☐ PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.



#### 4. DECLARATION

I, the undersigned (name) \_\_\_\_\_,

certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

<sup>2</sup>

**MSCM Regulations: "in the service of the state" means to be –**

1. a member of –
  - i. any municipal council;
  - ii. any provincial legislature; or
  - iii. the National Assembly or the National Council of Provinces;
2. a member of the board of directors of any municipal entity;
3. an official of any municipality or municipal entity;
4. 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);
5. a member of the accounting authority of any national or provincial public entity; or
6. an employee of Parliament or a provincial legislature.

### SECTION 3.2 MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?	YES		NO	
1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.				
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES		NO	
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.				
2.2. If yes, provide particulars.				
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES		NO	
3.1. If yes, furnish particulars				
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES		NO	
4.1 If yes, furnish particulars				

<b>CERTIFICATION</b>			
I, the undersigned (name) _____, certify that the information furnished on this declaration form is correct.			
I accept that the state may act against me should this declaration prove to be false.			
SIGNATURE		DATE	
NAME (PRINT)			
CAPACITY			
NAME OF FIRM			

### SECTION 3.3 MBD6 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad Based Black Economic Empowerment (B-BBEE) Status Level of Contribution. BBEEE certificate or signed affidavit MUST be included as proof.

#### NB:

**Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of BBEE, as prescribed in the Preferential Procurement Regulations, 2017.**

#### 1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to all bids:
  - 1.1.1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - 1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. For this bid the 80/20 or 90/10 points system will be used depending on the financial proposals received.
- 1.3. Preference points for this bid shall be awarded for:
  - 1.3.1. Price; and
  - 1.3.2. B-BBEE Status Level of Contribution.
- 1.4. The maximum points for this bid are allocated as follows:

	POINTS	POINTS
<b>PRICE</b>	80	90
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>	<b>100</b>

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

#### 2. DEFINITIONS

- 2.1. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2. **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the BroadBased Black Economic Empowerment Act;
- 2.3. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.4. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;

2.5. “**EME**” means an Exempted Micro Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6. “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;

2.7. “**prices**” includes all applicable taxes less all unconditional discounts;

2.8. “**proof of B-BBEE status level of contributor**” means:

2.8.1. Original B-BBEE Status level certificate issued by an authorized body or person or a certified copy thereof;

2.8.2. An original sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

2.8.3. Any other requirement prescribed in terms of the B-BBEE Act;

2.9. “**QSE**” means a Qualifying Small Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act,

2.10. “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.11. “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing.

### 3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where:-

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

$P_t$  = Comparative price of bid under consideration

$P_{min}$  = Comparative price of lowest acceptable bid.

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

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

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

6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 5. BID DECLARATION

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

5.1.1.	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1</b>	
5.1.2.	B-BBEE Status Level of Contributor	
5.1.3.	Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

5.2. (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an original sworn affidavit or an originally certified copy thereof.)

## 6. SUB-CONTRACTING

6.1.	<b>Will any portion of the contract be sub-contracted? (Tick applicable box)</b>	Yes		No	
	If yes, indicate:				
i.	what percentage of the contract will be subcontracted	%			
ii.	the name of the sub-contractor				
iii.	the B-BBEE status level of the sub-contractor				
iv.	whether the sub-contractor is an EME or QSE (Tick applicable box)	Yes		No	
v.	<b>Specify, by ticking the appropriate box, if sub-contracting with an enterprise in terms of Preferential Procurement Regulations, 2017:</b>				
	<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √		
a.	Black people				
b.	Black people who are youth				
c.	Black people who are women				
d.	Black people with disabilities				
e.	Black people living in rural or underdeveloped areas or townships				
f.	Cooperative owned by black people				
g.	Black people who are military veterans				

	<b>OR</b>		
h.	Any EME		
i.	Any QSE		

#### 7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1.	Name of company/firm		
7.2.	VAT registration number		
7.3.	Company registration number		
7.4.	TYPE OF COMPANY/FIRM (Tick applicable box)	Partnership / Joint Venture / Consortium	
		One person business / sole proprietor	
		Close Corporation (CC)	
		Company ((Pty) Ltd. / Ltd.)	
		Company (Ltd.)	
7.5.	Describe principal business activities		
7.6.	Company Classification (Tick applicable box)	Manufacturer	
		Supplier	
		Professional service provider	
		Other service providers, e.g. transporter, etc.	
7.7.	<b>Municipal information</b>		
i.	Municipality where business is situated		
ii.	Registered municipal account number		
iii.	Stand number		
7.8.	Total number of years the company/firm has been in business		

7.9. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 5.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

7.9.1. The information furnished is true and correct;

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

7.9.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

7.9.4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- a) disqualify the person from the bidding process;
- b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- e) forward the matter for criminal prosecution.

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



## SECTION 3.4 MBD 6.2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

**3. Does any portion of the goods or services offered have any imported content?**

(Tick applicable box)

YES		NO	
-----	--	----	--

**3.1** If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

**4.** Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO.** .....

**ISSUED BY:** (Procurement Authority / Name of Institution):

.....  
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on

[http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of ..... (name of bidder  
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SECTION 3.5 MBD 7.1. – CONTRACT FORM - PURCHASE OF GOODS/WORKS****NB:**

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). The form must be signed in the original so that the successful bidder and the purchaser will be in possession of a signed contracts for their respective records.
2. NO correction fluid/tape may be used.
3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

**PART 1 (To be completed by the BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **LEKWA MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **BTO 03 2021-2022: PANEL OF SUPPLIERS FOR THE PROVISION AND SUPPLY OF STATIONERY ITEMS TO LEKWA LOCAL MUNICIPALITY UP TO 30 JUNE 2024** at the price(s) as per the pricing schedule above.
2. My offer(s) remain(s) binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
3. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    1. Invitation to TENDER
    2. CSD Registration Document (not older than 7 days at closing)
    3. Pricing schedule(s)
    4. Technical Specification(s)
    5. Preference claims in terms of the Preferential Procurement Regulations 2017
    6. Declaration of interest
    7. Declaration of past SCM Practices
    8. Declaration for Local Content
    9. Special Conditions of Contract; and
    10. General Conditions of Contract.
4. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
5. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

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

**MBD 7.1****CONTRACT FORM - PURCHASE OF GOODS/WORKS**

PART 2 (To be completed by LEKWA MUNICIPALITY)

I, \_\_\_\_\_ in my capacity as \_\_\_\_\_ accept your bid under reference number \_\_\_\_\_, dated \_\_\_\_\_ for the supply of goods/works indicated in the document and/or further specified in the annexure(s)

An official order indicating delivery instructions is forthcoming

I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) after receipt of an invoice accompanied by a delivery note.

I confirm that I am duly authorised to sign this contract

**TO BE COMPLETED BY LEKWA  
MUNICIPALITY**

SIGNATURE:		<b>OFFICIAL STAMP:</b>
NAME (PRINT):		
WITNESS 1:		
WITNESS 2:		

## SECTION 3.6 MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No

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

## 5. CERTIFICATION

I, the undersigned (full name), \_\_\_\_\_, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

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

## SECTION 3.7 MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

This Municipal Bidding Document (MBD) must form part of all bids invited.

1. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>1</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
2. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - 2.1. take all reasonable steps to prevent such abuse;
  - 2.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - 2.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
3. 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.
4. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

---

<sup>1</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



**CERTIFICATE OF INDEPENDENT BID DETERMINATION:**

In response to the invitation for the bid made by:

LEKWA LOCAL MUNICIPALITY

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
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:
  - 5.1. 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
  - 5.2. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - 7.1. prices;
  - 7.2. geographical area where product or service will be rendered (market allocation)
  - 7.3. methods, factors or formulas used to calculate prices;
  - 7.4. the intention or decision to submit or not to submit, a bid;
  - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - 7.6. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

## SECTION 3.8 MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

**DECLARATION IN TERMS OF PARAGRAPH 38(1)(d)(i) OF THE SUPPLY CHAIN MANAGEMENT POLICY OF LEKWA LOCAL MUNICIPALITY** (To be signed in the presence of a Commissioner of Oaths)

I, \_\_\_\_\_, \_\_\_\_\_ (full name and ID no.), hereby acknowledge that the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members/partners to Lekwa Local Municipality, or to any other municipality or municipal entity, are in arrears for more than 60 days.

I declare that I am duly authorised to act on behalf of \_\_\_\_\_ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 60 days.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The bidder acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

Further details of the bidder's director(s) / shareholder(s) / partner(s) / member(s), etc.:

Director / partner / member	Physical residential address of the director / partner / member	Municipal account number(s)

**PLEASE NOTE:**

1. Copies of all municipal accounts, not older than 60 days, to be submitted with the bid.
2. If the entity or any of its directors/shareholders/partners/members, etc. rents/leases premises a copy of the rental/lease agreement is to be submitted with this bid.

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

## SECTION 3.9 MBD 16 – KEY PERFORMANCE INDICATORS

1. KEY PERFORMANCE INDICATORS (KPIs)			
1.1.	Work(s) performed / goods delivered within timeframes specified		
1.2.	Work(s) performed / goods delivered within financial framework specified		
1.3.	Acceptable quality of work(s) performed / goods delivered		
<p>I / We acknowledge that I / we am / are fully acquainted with the abovementioned Key Performance Indicators (KPIs) applicable to this tender / contract as stipulated by the Municipality and that I / we accept these Key Performance Indicators (KPIs) in all respects.</p> <p>I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work / item(s) specified in the tender document and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.</p>			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	

## SECTION 3.10 AUTHORITY FOR SIGNATORY

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

as ..... of the business trading as..... to sign all

documentation in connection with Tender .....

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

Note: The Authority to sign must be completed and signed (Company resolution letter “on company letter head” by directors to be attached confirming the Authority to sign)

