



## LEKWA LOCAL MUNICIPALITY

CONTRACT NUMBER: CS 02 2021-2022

## BID DOCUMENT

# BID PROPOSAL FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADE AND PROCUREMENT OF THE SERVER ROOM INFRASTRUCTURE

<p><b>PREPARED BY</b></p> <p>THE MUNICIPAL MANAGER LEKWA LOCAL MUNICIPALITY  P.O. Box 66  STANDERTON  2430</p> <p>Mr. J Mokgatsi  Acting Municipal Manager</p> <p>Tel: (017) 712 9600  Fax: (017) 712 6808</p>
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**NAME OF BIDDER (BIDDING ENTITY) (FULL NAME,  
i.e. (CC, (PTY) LTD, LTD, JV, SOLE PROPRIETOR etc.)**

:

**TEL NUMBER**

:

**FAX NUMBER**

:

**E-MAIL**

:

**CELL.**

:

**CSD NO.**

:

**THE TOTAL OFFERED 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.

**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. Proof of CSD Registration. Supplier to attach a report not older than 7 days at closing and must reflect a compliant tax status. Bidder must be tax compliant at appointment date. (in the case of a joint venture, of all the partners or both JV's.)
3. Tax pin (in the case of a joint venture, of all the partners or both JV's.)
4. VAT registration Certificate. (in the case of a joint venture, of all the partners or both JV's.)
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. Signed declaration of interest.
7. Municipal rates and services account (not OLDER than 60 days and not in Arrears) or lease agreement if the tenderer is currently leasing premises and not responsible for paying municipal accounts together with a letter from the landlord stating that no levies are in arrears
8. Attendance of the compulsory clarification meeting or site briefing. (if applicable)
9. Bid document to appear in the closing register.
10. Company registration documents must be submitted. (CIPC)
11. Letter of Good Standing (COIDA)
12. A valid and signed Joint Venture/Consortium agreement (if applicable) to the bid document.
13. All MBD forms to be fully completed and signed

**Other additional required information or points to be noted below (failure to adhere to these 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. (Order of document must not be changed)
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 Preference 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. (Dates and times are South African Standard Times)
11. Letter of Good Standing from COIDA
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 not to be in arrears, attach proof of municipal rates account for both company and director not older than 60 days. A lease agreement if the tenderer is currently leasing premises and not responsible for paying municipal accounts together with a letter from the landlord stating that no levies are in arrears must be provided
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. 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.
16. Bid offers will be rejected if the bidder has abused the LLM's Supply Chain Management System.
17. Proof of relevant experience of company
18. The municipality also reserves the right not 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. The municipality reserves the right not to appoint.

# LEKWA LOCAL MUNICIPALITY

## BID PROPOSAL FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADE AND PROCUREMENT OF THE SERVER ROOM INFRASTRUCTURE

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## INVITATION TO BID

### YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LEKWA LOCAL MUNICIPALITY

BID NUMBER:	CS 02 2021-2022	CLOSING DATE AND TIME	13 December 2021 @ 12h00
BRIEFING DATE AND TIME	30 November 2021 @ 10h00	VENUE OF BRIEFING:	Standerton Town Hall
DESCRIPTION	BID PROPOSAL FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADE AND PROCUREMENT OF THE SERVER ROOM INFRASTRUCTURE		

**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) <span style="float: right;"><input type="checkbox"/></span>				
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) <span style="float: right;"><input type="checkbox"/></span>				
A REGISTERED AUDITOR <span style="float: right;"><input type="checkbox"/></span>				
[TICK APPLICABLE BOX]				
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] [MBD 6.1]</b>				

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			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain	CONTACT PERSON	Poppy Ncokoane
CONTACT PERSON	Bilal Cajee	TELEPHONE NUMBER	072 317 9803
TELEPHONE NUMBER	082 303 7516	E-MAIL ADDRESS	pncokoane@lekwal.m.gov.za
E-MAIL ADDRESS	bcajee@lekwal.m.gov.za		

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. TAX COMPLIANCE REQUIREMENTS (MBD 2)</b>	
<p>1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>1.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:2.</p> <p>1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>1.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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</p>	
<b>2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
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
<p><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></p>	

SIGNATURE OF BIDDER: .....

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

# BID PROPOSAL FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADE AND PROCUREMENT OF THE SERVER ROOM INFRASTRUCTURE

## Bid Data

Bid offers will only be accepted if the bidder is free of any common conflict of interest with the LEKWA Local Municipality.

### Bid Data

- 1.2.1. The employer is **LEKWA LOCAL MUNICIPALITY**
- 1.2.2. The employer's agent is: No Consultant for the project
- 1.2.3. The bid documents issued by the employer comprise:
  - Part 1: Bidding Procedures
  - Part 2: Bid Evaluation
  - Part 3: Agreement and Contract Data
  - Part 4: Pricing Data
  - Part 5: Scope and Specifications
  - Part 6: MBD Forms
- 1.2.4. Only Bidders who are registered with central supplier database (CSD) will be considered
- 1.2.5. The arrangements for a compulsory clarification meeting are as stated in the Bid Notice and Invitation to Bid
- 1.2.6. If a bidder wishes to submit an alternative bid offer, the only criteria permitted for such alternative bid offer is that it demonstrably enables the Employer's objectives for the services as stated in the Scope of Work to be achieved.
- 1.2.7. All parts of each bid offer communicated on paper shall be submitted as the original.
- 1.2.8. The employer's address for delivery of bid offers and identification details to be shown on each bid offer package is:
 

**Lekwa Local Municipality Main Building  
C/O Dr Beyers Naude and Mbonani Mayisela Streets  
Standerton  
2430**
- 1.2.9. The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid.
- 1.2.10. Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.
- 1.2.11. The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid.
- 1.2.12. The bid offer validity period is ninety (90) days.
- 1.2.13. The bidder is required to submit with his/her bid all required documents as listed in the list of returnable documents as part of the eligibility criteria.

- 1.2.14. The Bids/Proposals will be opened immediately after the closing time, only to confirm the bidder.

**The procedure for the evaluation of responsive bids will be on 80/20 points system, where 80 points are for price and 20 points are for B-BBEE**

1. Bid offers will only be accepted if:
  - 1.1. The bidder has registered with the central supplier database (CSD), and is Tax compliant
  - 1.2. The bidder or any of its directors is not 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 and as per the Central Supplier Database;
  - 1.3. The bidders has not abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect;
  - 1.4. The bidder has completed the Compulsory Enterprise questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process; and
  - 1.5. The bidder has attached Proof of municipal rates and taxes for both the company and the directors, not older than 60 days of the closing date and not in arrears of the tender.
  - 1.6. The bidder or any of its directors is not employed by the state

## 1.3 CONDITIONS THAT FORM PART OF THE CONTRACT

### 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.

# BID PROPOSAL FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADE AND PROCUREMENT OF THE SERVER ROOM INFRASTRUCTURE

## 2. Bid Evaluation

### 2.1. CRITERIA FOR THE SELECTION OF PROPOSALS AND AWARDING OF CONTRACTS

#### Evaluation Criteria

Lekwa Local Municipal Supply Chain Management Policy will be used for evaluation of Prospective Service Provider as per the approved scoring system by the specification committee.

The evaluation will be done as per Preferential Procurement Regulations, 2017 issued in terms of section 5 of PPPFA, Act No. 5 of 2000.

Evaluation Criteria shall follow the following

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

#### Returnable Documents

The bidder must complete/attach the following returnable documents:

**Returnable schedules required for bid evaluation purposes** (This Document & as listed page 1&2)

1. Form of offer must be completed and signed by the authorised signatory.
2. Proof of CSD Registration. Supplier to attach a report not older than 7 days at closing and must reflect a compliant tax status. Bidder must be tax compliant at appointment date. (in the case of a joint venture, of all the partners or both JV's.)
3. Tax pin (in the case of a joint venture, of all the partners or both JV's.)
4. VAT registration Certificate. (in the case of a joint venture, of all the partners or both JV's.)
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. Signed declaration of interest.
7. Municipal rates and services account (not OLDER than 60 days and not in Arrears) or lease agreement if the tenderer is currently leasing premises and not responsible for paying municipal accounts together with a letter from the landlord stating that no levies are in arrears
8. Attendance of the compulsory clarification meeting or site briefing. (if applicable)
9. Bid document to appear in the closing register.
10. Company registration documents must be submitted. (CIPC)
11. Letter of Good Standing (COIDA)
12. A valid and signed Joint Venture/Consortium agreement (if applicable) to the bid document.
13. All MBD forms to be fully completed and signed

#### Other documents required only for bid evaluation purposes (External Documents)

1. Central suppliers database summary report (Central supplier's database summary report of each firm on the team if tendered as a JV / Consort) NOT OLDER THAN 7 DAYS at date of closing
2. Joint venture, consortium agreements (if applicable).
3. B-BBEE certificate/sworn affidavit-BBBEE for exempted micro enterprise (Joint B- BBEE/sworn affidavit-BBBEE for exempted micro enterprise in case of joint ventures)

#### Other documents that will be incorporated into the contract

1. Original downloaded bid document
2. Addendum – if issued

#### Note:

- All copies must be certified
- Use black pen only.
- All correction must be signed by the authorised person.
- Use of correction pen (tippex) is prohibited.
- Failure to adhere any of the above will lead to automatic disqualification

# BID PROPOSAL FOR THE APPOINTMENT OF SERVICE PROVIDER FOR UPGRADE AND PROCUREMENT OF THE SERVER ROOM INFRASTRUCTURE

## 2.2. FUNCTIONALITY

TOTAL FUNCTIONALITY POINTS ARE 45, MINIMUM THRESHOLD 30. THE POINTS ARE DISTRIBUTED AS FOLLOWS:

The below table will be evaluated and adjudicated on basis of information provided

Item		Maximum score	Final Assessment
<b>1. Company Experience</b>		<b>20</b>	
Bidder must provide appointment letters, completion certificate or references letter confirming that the bidder is able to provide a quality and professional service specifically in Server room infrastructure installation	5 projects	20	
	4 projects	16	
	3 projects	12	
	2 projects	8	
	1 project	4	
<b>2. Project leader Qualification and Experience</b>		<b>15</b>	
Project Leader Qualification (CV with certified copies of certificates MUST be attached) (Project leader to be onsite for 80% of the time)	PMP certification or CAPM certification	2	
	Microsoft Engineer: MCSE Server Certificate	2	
	CompTIA N+ or CompTIA A+ Certification	2	
	SAN I NAS Administration Certification	2	
Project Leader Experience (Experience in IT Infrastructure Management)	5 years +	7	
	4 – 5 years	5	
	3 – 4 years	3	
	2 – 3	1	
	Less than 2 years	0	
<b>3. Project Implementation plan</b>		<b>10</b>	
Bidder must provide a project implementation plan which details how the service will be phased in. The project plan must have deliverables and time frames. Time frames must be clearly indicated, indicating delivery times Time lines provided must minimise downtime of current servers. After hours and weekends must be considered to avoid downtime for current servers Preapproval must be obtained from Lekwa Local Municipality for any downtime of current servers onsite			
<b>Total</b>		<b>45</b>	

Proof of all the above must be attached for the Tenderer to qualify for the points claimed in the following manner:

- Appointment letters/Orders/completion certificates/letter of reference** of previous or current works done will be considered as proof, submitted documents must have contactable references
- To all those who achieve the 30 points minimum threshold will qualify for 80/20 scoring system.

### POINTS

- |  |    |
|--|----|
| 1. PRICE                               | 80 |
| 2. B-BBEE STATUS LEVEL OF CONTRIBUTION | 20 |

**Total points for Price and B-BBEE must not exceed 100**

# BID PROPOSAL FOR THE APPOINTMENT OF SERVICE PROVIDER FOR UPGRADE AND PROCUREMENT OF THE SERVER ROOM INFRASTRUCTURE

## 2.3 AUTHORITY TO SIGN A BID

**TYPE OF ENTERPRISE (Please indicate with an "X" and complete the indicated section below)**

1	Company (Pty) Ltd. & Ltd.		Please complete <b>section 1</b> below
2	Close Corporation (CC)		Please complete <b>section 2</b> below
3	Sole Proprietor		Please complete <b>section 3</b> below
4	Partnership		Please complete <b>section 4</b> below
5	Consortium, Club, Trust, etc.		Please complete <b>section 5</b> below
6	Joint Venture		Please complete <b>section 6</b> below

### 1. COMPANIES - (PTY) LTD. & LTD.

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

1.2. A valid resolution must be signed by:

1.2.1. Majority directors; or

1.2.2. Chairman of the Board; or

1.2.3. Company Secretary

### PARTICULARS OF RESOLUTION BY THE BOARD OF DIRECTORS OF THE COMPANY

Date resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated authorised signatory			
Capacity			
Specimen signature			
Full name and surname of ALL director(s)			
Is a copy of the resolution attached?	YES		NO



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

## 2. CLOSE CORPORATION (CC)

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

2.2. A valid resolution must be signed by:

2.2.1. Majority members; or

2.2.2. Member with majority shareholding but only if such shareholding is more than 50%; or

2.2.3. Company Secretary.

### PARTICULARS OF RESOLUTION BY THE MEMBERS OF THE CLOSE CORPORATION

Date resolution was taken				
Resolution signed by (name and surname)				
Capacity				
Name and surname of delegated authorised signatory				
Capacity				
Specimen signature				
Full name and surname of ALL director(s) / member (s)				
Is a copy of the resolution attached?	YES		NO	

## 3. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) & NATURAL PERSON

I, \_\_\_\_\_ the undersigned, hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_. OR

I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this bid in my capacity as natural person.

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

**4. PARTNERSHIP**

We, the undersigned partners in the business trading as \_\_\_\_\_ hereby authorize Mr / Ms \_\_\_\_\_ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

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

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**5. CONSORTIUM / CLUB / TRUST / ETC.**

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_ (Name of entity) to act as lead consortium partner and further authorize Mr / Ms \_\_\_\_\_ to sign this offer as well as any contract resulting from this bid and any other documents and correspondence in connection with this bid and / or contract for and on behalf of the consortium.

**The following particulars in respect of each consortium member must be provided and must be signed by each member:**

Full Name of consortium member	Role of consortium member	% Participation	Signature
SIGNED ON BEHALF OF:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**6. JOINT VENTURE**

We, the undersigned, are submitting this bid offer in joint venture and hereby authorize Mr / Ms \_\_\_\_\_

authorized signatory of the Company / Close Corporation / Partnership (name) \_\_\_\_\_,

acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

**1. LEAD PARTNER (Whom the Municipality shall hold liable for the purpose of the tender)**

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

**2. SECOND PARTNER**

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

**3. THIRD PARTNER**

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

**NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid.**

**A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.**

## Record of Addendum to Bid Documents

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attached additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Bidder \_\_\_\_\_

# BID PROPOSAL FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADE AND PROCUREMENT OF THE SERVER ROOM INFRASTRUCTURE Agreement and Contract

## 3.1. Form of Offer and Acceptance

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

### THE APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADE AND PROCUREMENT OF THE SERVER ROOM INFRASTRUCTURE

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

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

## THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....  
 ..... Rand (in words);  
 R..... (in figures)

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

<b>Signature</b>	
<b>Name</b>	
<b>Capacity</b>	
<b>Name of Tenderer</b>	

**Witness:**

Name .....

Signature .....

Date .....

## ACCEPTANCE (To be completed by the Employer)

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

The terms of the contract, are contained in:

- Part 1 Agreements and tender document, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work
- Part 4 Briefing Session
- Part 5 Service Level Agreement

and any drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 5 above.

Deviations from and amendments to the documents listed in the tender document and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the Record of Addendum attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the tender document) to arrange the delivery of any boards, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer within five days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

---

### FOR OFFICIAL USE ONLY:

<b>NAME</b>		<b>SIGNATURE</b>	
<b>DATE</b>			
<b>CAPACITY</b>	Municipal Manager		
<b>FOR THE EMPLOYER</b>	Lekwa Local Municipality		
<b>NAME OF WITNESS</b>		<b>SIGNATURE</b>	

# BID PROPOSAL FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADE AND PROCUREMENT OF THE SERVER ROOM INFRASTRUCTURE

## 4. SCOPE AND SPECIFICATIONS

### 4.1 INTRODUCTION

The Lekwa Local Municipality requires a SERVICE PROVIDER FOR UPGRADE AND PROCUREMENT OF THE SERVER ROOM INFRASTRUCTURE

#### APPLICABLE STANDARDS

Bidders are obliged to supply quality industry standard products; failure could result in penalties and/or the cancellation of the contract. Where applicable products should meet SANS and SABS standards.

### 4.2 BACKGROUND

Lekwa Local Municipality covers the area of Standerton, Sakhile, Morgenzon and Sivukile. Delivery of all goods will be at the Municipal Store Yard, 1 Minnaar Street, Standerton.

### 4.3 SCOPE

#### 4.3.1 Requirements

The Bidder shall provide all the items listed upon receiving an official order from Lekwa Municipality. The items should be of good quality and conform to industry norms and standards.

Scope of Work includes but is not limited to:

- Procurement of equipment,
- Installation of equipment
- Onsite deployment of all required equipment
- Installation and Configuration of new equipment
- Skills handover on deployment technology and equipment
- Handover of design document

#### 4.3.2 Compliance with Specifications

Bidders shall submit with their tender a schedule, listing clause-by-clause, specific details indicating compliance or non-compliance with the requirements of the Specifications.

### 4.4 DETAILED SPECIFICATION

1. Standard Server room Raised floor with access panels. Area of Server room: 17m<sup>2</sup> (4.56 x 3.64)
  - a. Support structure to be made of steel to support server room equipment.
2. Air Conditioner 1 x 24 000 BTU (Supply and Install) (Guarantees and warranties to be included)
3. Supply and Install security gate with magnetic lock and pin code access to server room
4. Supply and Install Fire/smoke detector with an alarm system.
5. Supply and mount 2 x 9kg Fire Extinguishers (CO<sup>2</sup>)
6. Electronic Temperature monitoring with built in warning system
7. Supply and install Uninterrupted Power Supply (5kva) connected to servers with a

- minimum of 1 hour back up power
- 8. Network wiring clean up (Server room only)
- 9. Removing of old carpet
- 10. Refurbishing and painting of server room walls
- 11. REMOVE/BLOCK current Water sprinkler system (concrete slab installation)
- 12. Server Racks
  - a. 42U Server cabinet with all required accessories and interconnectivity of equipment
    - i. Doors: Perforated front and back
    - ii. Minimum size: 2000mm x 600mm x 1000mm
    - iii. Free Standing
    - iv. Powder coated
    - v. 4 fans
    - vi. 3 shelves
  - b. 8 Port KVM Console with a 17inch screen and a KVM Switch
  - c. 24 Port PDU and a 4-way Fan with thermostat
- 13. Storage Equipment
  - a. MSA 2050 SAN DC SFF Storage e QIJOIA
  - b. MSA 16Gb SW FC SFP 4 k XCVR
  - c. MSA 2050 SFF Disk Enclosure QIJ07A
  - d. MSA 1.2TB 12G SAS 10K 2.5in ENT HDD
  - e. 3 Year NBD Warrant for I-IPE MSA 2050 Enclosure
  - f. 3 Year NBD Warrant for I-IPE MSA 2050 SAN
- 14. Networking
  - a. Managed POE 48 Port core Distribution switch with panels must offer a solution that supports high density 10 gigabits Ethernet switching
  - b. Network Cabinet: 9 u wall mount swing cabinet

NB:It should be noted that if a specific brand is mentioned in the specifications this is for specification purposes only, bidders may quote on alternate brands, as long as the specifications mentioned are adhered to. Bidders to clearly indicate the brand/make that they are quoting on for ALL items



## BID PROPOSAL FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADE AND PROCUREMENT OF THE SERVER ROOM INFRASTRUCTURE

### 5.1 PRICING INSTRUCTIONS

1. The Service Provider is required to provide the services in accordance with the Scope of Work. This embraces all things necessary and incidental to complete the work.
2. The only basis for a change to the prices is as a result of the Employer giving an instruction to change the Scope of Work.
3. The General Conditions of Contract, the Contract Data, and the Specifications (including the Project Specifications) shall apply to this contract.
4. The Bill comprises items covering the Service Providers profit and costs of general liabilities and of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the bidder is entitled, under various circumstances, to payment for additional work carried out and that the client is obliged to base his assessment of the rates to be paid for such additional work on the rates the Service Providers inserted in the Bill.

5. The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
6. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:
  - Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
  - Quantity : The number of units of work for each item
  - Rate : The payment per unit of work at which the Bidder bids to do the work
  - Amount : The quantity of an item multiplied by the bid rate of the (same) item
  - Sum : An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

## 5.2 BILL OF QUANTITIES

**PLEASE NOTE: ALL DELIVERY, LABOUR, CONSUMABLES AND ANY OTHER INCIDENTAL COSTS MUST BE INCLUDED IN EACH LINE ITEM BELOW**

DESCRIPTION		Unit Price (EX VAT)	Total Price (EX VAT)
Standard Server room Raised floor with access panels.	1		
Air Conditioner 1 x 24 000 BTU	1		
Supply and Install security gate with magnetic lock and pin code access to server room	1		
Supply and Install Fire/smoke detector with an alarm system.	1		
Supply and mount 2 x 9kg Fire Extinguishers (CO <sup>2</sup> )	2 X 9kg		
Electronic Temperature monitoring with built in warning system	1		
Supply and install Uninterrupted Power Supply (5kva) connected to servers with a minimum of 1 hour back up power	1		
Network wiring clean up (Server room only)	1		
Removing of old carpet	1		
Refurbishing and painting of server room walls	1		
REMOVE/BLOCK current Water sprinkler system	1		
<b>Server Racks</b>			
42U Server cabinet with all required accessories and interconnectivity of equipment	1		
8 Port KVM Console with a 17inch screen and a KVM Switch	1		
24 Port PDU and a 4-way Fan with thermostat	1		
<b>Storage Equipment</b>			
MSA 2050 SAN DC SFF Storage e QIJ0IA	1		
MSA 16Gb SW FC SFP 4 k XCVR	4		
MSA 2050 SFF Disk Enclosure QIJ07A	1		
MSA 1.2TB 12G SAS 10K 2.5in ENT HDD	36		
3 Year NBD Warrant for I-IPE MSA 2050 Enclosure	1		
3 Year NBD Warrant for I-IPE MSA 2050 SAN	1		
<b>Networking</b>			
Managed POE 48 Port core Distribution switch with panels must offer a solution that supports	4		

high density 10 gigabits Ethernet switching			
Network Cabinet: 9 u wall mount swing cabinet	2		
TOTAL			
VAT 15%			
GRAND TOTAL (to be reflected on page 21)			

**6. MBD FORMS****MBD 4****DECLARATION OF INTEREST**

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

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

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

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

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

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

3.9.1 If yes, furnish particulars.....  
.....

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

3.10.1 If yes, furnish particulars.  
.....  
.....

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

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

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

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

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

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

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

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

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

MBD 6

## 9. 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. The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 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
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

### 2. DEFINITIONS

- 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:

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

**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:			

## REQUIREMENTS REGARDING VALIDATION OF B-BBEE POINTS

### **VERY IMPORTANT:**

1. ONLY THE DOCUMENTS LISTED BELOW WILL BE ACCEPTED
2. Failure to submit the said documents will result in the bidder forfeiting the B-BBEE points claimed.

#### 1. EMEs:

1.1. A VALID **ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership

(form available in the tender document); or

1.2. A VALID affidavit / certificate issued by Companies Intellectual Property Commission (CIPC);

or

1.3. A VALID **ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by a verification agency accredited by the South African National Accreditation System (**SANAS**).

#### 2. QSEs:

2.1. A VALID **ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership

(form available in the tender document); **Only applicable to QSEs with 51% or more Black ownership**

or

2.2. A VALID **ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by a verification agency accredited by **SANAS**.

#### 3. BIDDERS OTHER THAN EMEs AND QSEs

- 3.1. The bidder **MUST** submit either a **VALID ORIGINAL B-BBEE** status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by a verification agency accredited by **SANAS**.

## 10. SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

### INCOME NOT EXCEEDING R10,000,000 (TEN MILLION RAND)

I, the undersigned,									
<b>Full name</b>									
<b>Surname</b>									
<b>Identity number</b>									
Hereby declare under oath as follows:									
<b>1.</b>	The contents of this statement are to the best of my knowledge a true reflection of the facts.								
<b>2.</b>	I am a (please indicate with an "X")								
	Member		Director		Owner		of the following enterprise and am duly authorised to act on its behalf:		
	Enterprise Legal Name								
	Trading Name								
	Registration Number								
	Enterprise Address								
	Definition of "Black People"		<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013</p> <p>"Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</p>						
<b>3.</b>	I hereby declare under oath that:								
	The enterprise is			% black owned			% black woman owned		
<b>4.</b>	Based on the (please indicate with an "X")			financial statements			management accounts		
	and other information available on the					financial year ,			
	the income did not exceed R10,000,000.00 (ten million Rand);								
<b>5.</b>	Please confirm on the table below the B-BBEE level contributor, <b>by ticking the applicable box.</b>								
	<b>Level One</b>	100% black owned (135% B-BBEE procurement recognition)							
	<b>Level Two</b>	More than 51% black owned (125% B-BBEE procurement recognition)							
	<b>Level Four</b>	Less than 51% black owned (100% B-BBEE procurement recognition)							
<b>6.</b>	The entity is an empowering supplier in terms of <b>the dti</b> Codes of Good Practice.								
<b>7.</b>	I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.								

8.	The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.	
Deponent signature:		Commissioner of Oaths stamp
Date:		
Commissioner of Oaths signature		
Date		

# 11. SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

## INCOME BETWEEN R10,000,000 (TEN MILLION RAND) & R50,000,000 (FIFTY MILLION RAND)

I, the undersigned,													
Full name													
Surname													
Identity number													
Hereby declare under oath as follows:													
1.	The contents of this statement are to the best of my knowledge a true reflection of the facts.												
2.	I am a (please indicate with an "X")												
3.	Member		Director		Owner		the following enterprise and am duly authorised to act on its behalf:						
	Enterprise legal name												
	Trading name												
	Registration number												
	Enterprise physical address												
	Type of entity (CC, (Pty) Ltd., Sole Proprietor, etc.)												
	Nature of business												
	Definition of "Black People"		<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</p>										
4.	I hereby declare under oath that:												
	The enterprise is		% black owned				As per amended code series 100 of the amended Codes of Good Practice issued under section 9(1) of B-BBEE Act no. 53 of 2003 as amended by Act n. 46 of 2013						
	The enterprise is		% black woman owned										
	The enterprise is		% Black designated group owned										
5.	Based on the	financial statements		management accounts									
	and other information available on the latest financial year-end of												
	the annual Total Revenue was between R10,000,000.00 (ten million rands) and R50,000,000 (fifty million rands),												
6.	Please confirm on the table below the B-BBEE level contributor, <b>by ticking the applicable box.</b>												
	Level One	100% black owned (135% B-BBEE procurement recognition)											
	Level Two	At least 51% black owned (125% B-BBEE procurement recognition)											

7.	I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.	
8.	The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.	
Deponent signature:		Commissioner of Oaths stamp
Date:		
Commissioner of Oaths signature		
Date		



## 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%20development/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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

# CONTRACT FORM - RENDERING OF SERVICES

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

## PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to LEKWA LOCAL MUNICIPALITY in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - CSD Report (not older than 7 days at date of closing)
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

## WITNESSES

1 .....

.

2 .....

.

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as Accounting Officer of LEKWA LOCAL MUNICIPALITY accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

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

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		



**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

**LEKWA LOCAL MUNICIPALITY**

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

**DECLARATION (MUST BE COMPLETED and STAMPED)**

I/WE, THE UNDERSIGNED WHO WARRANTS THAT I/WE ARE DULY AUTHORISED TO DO SO ON BEHALF OF THE ENTERPRISE, CERTIFIES THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT INCLUDING THE RELEVANT ATTACHEMENT IS CORRECT AND ACCURATE AND ACKNOWLEDGE THAT:

1. The enterprise will be required to furnish documentary proof requested to do so.
2. If the information supplied is found to be incorrect, then Lekwa Local Municipality may in addition to any remedies it may have
  - a) Disqualify the supplier/service provider for a particular quotation/bid/contract/project it may be considered for, or which had been awarded to the supplier/service ;
  - b) Recover from the service provider /supplier all costs, losses or damages incurred by Lekwa Municipality as a result of the breach of contract;
  - c) De-register the supplier from the accredited suppliers database;
  - d) Take any other action as may be deemed necessary.

Full Names: \_\_\_\_\_

ID Number: \_\_\_\_\_

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

Date: \_\_\_\_\_

Duly authorised on behalf of: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone no: \_\_\_\_\_

Signed and affirmed before me at \_\_\_\_\_ on this \_\_\_\_\_ day of  
\_\_\_\_\_ year \_\_\_\_\_ by the  
dependent who has acknowledged that he/she knows and understands, the contents of this document, and  
he/she has acknowledged that he/she regards the affirmation to be binding on his/her conscience.  
  
\_\_\_\_\_  
Commissioner of Oaths  
  
\_\_\_\_\_  
Full Name  
  
\_\_\_\_\_  
Capacity  
  
\_\_\_\_\_  
Business address  
  
**NOTE: Both the deponent and the Commissioner of Oath must initial all pages on the Application form**

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