REPAIRS AND MAINTENANCE FOR ALL MUNICIPAL YELLOW PLANT, TRUCKS AND MACHINERY FOR 36 MONTHS

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT):	
BID NUMBER:	**8/2/012/2022-2023**

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- The municipality is not obliged to appoint the cheapest tenderer and reserves a right not to accept any submission and to re-advertise if it so wishes.
- CSD report of the Bidder must be submitted.
- All quotations to be submitted with required supporting documents, i.e. Certified BBBEE Certificate / Sworn Affidavit, Valid Tax Clearance Certificate and must be registered on CSD.
- Submit completed MBD's 4, 8 and 9.
- **Non-Responsive Tenders:** Valid tenders will be declared non – responsive if and eliminated from further evaluation if: The tenderer has been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 or has been listed on National Treasury's database as a person prohibited from doing business with the public sector.
- **All pages must be initialed, failure to do so will result in disqualification**
- Must provide a Municipal Levy Clearance Certificate/Municipal account of not older than three months from a municipality where the entity operates (lease agreements and sworn statements / affidavits are also accepted) Failure to do so will result in disqualification

PREPARED AND ISSUED BY:

Directorate: Budget and Treasury Office
Supply Chain Management Unit
Ngqushwa Local Municipality
No: 313 Main Street, ERF, 5640

CONTACT FOR ENQUIRIES REGARDING SPECIFICATIONS:

Ms E Maytham Admin Manager & Mr. Z Mdabula Fleet Officer
Tel. Number: 040 6733 095

TENDER NUMBER:						
TENDER TITLE:						
CLOSING DATE:			CLOSING TIME:			
SITE MEETING:	DATE:		TIME:		COMPULSORY:	
SITE MEETING ADDRESS:						
CIDB GRADING REQUIRED:		LEVEL AND CATEGORY:				
BID BOX NO:		SITUATED AT: Budget and Treasury Office between the hours 08H00 till 16H30, 313 Main Street, Ngqushwa, 5640 before or not later than the dates as indicated				
OFFER TO BE VALID FOR:		DAYS FROM THE CLOSING DATE OF BID.				

TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)			
NAME OF TENDERER:			
NAME OF CONTACT PERSON:			
PHYSICAL ADDRESS:		POSTAL ADDRESS:	
TELEPHONE #:		FAX NO.	
E-MAIL ADDRESS:			

DATE:	
SIGNATURE OF TENDERER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	

PLEASE NOTE:

1. Tenders that are deposited in the tender box.
2. Tender box deposit slot is 28cm x 2.5cm.
3. Mailed, telegraphic or faxed tenders will not be accepted.
4. If the bid is late, it will not be accepted for consideration.
5. Bids may only be submitted on the Bid Documentation provided by the Municipality.

ENQUIRIES MAY BE DIRECTED TO:		
	ENQUIRIES REGARDING BID PROCEDURES	TECHNICAL ENQUIRIES
CONTACT PERSON:	Mr A Dlula	Mr Z Mdabula & Ms E Maytham
TEL. #	**040 6733 095**	**040 6733 095**

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

1. CHECKLIST

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

Authority to Sign a Bid Is the form duly completed and is a **certified copy** of the **resolution** attached?	**Yes**		**No**	
Tax Clearance Certificate Is an Tax pin and **VALID** Tax Clearance Certificate attached?	**Yes**		**No**	
MBD 4 (Declaration of Interest) Is the form duly completed and signed?	**Yes**		**No**	
MBD 6.1 (Preference Points claim form for purchases/services) Is the form duly completed and signed? Is a **CERTIFIED** copy of the **B-BBEE Certificate or** the **original B-BBEE Certificate** attached?	**Yes**		**No**	
MBD 6.2 (Local Content Declaration) Is the form duly completed and signed?				
MBD 8 (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?	**Yes**		**No**	
MBD 9 (Certificate of Independent Bid Determination) Is the form duly completed and signed?	**Yes**		**No**	
MBD 15 (Certificate of Payment of Municipal Accounts) Is the form duly completed and signed? Are the **Identity numbers**, **residential addresses** and **municipal account numbers** of **ALL** members, partners, directors, etc. provided on the form as requested?	**Yes**		**No**	
MBD16 (Key Performance Indicators) Is the form duly completed and signed?	**Yes**		**No**	
Specifications Is the form duly completed and signed?	**Yes**		**No**	
MBD 7.1 (Contract form – Goods) Is the form duly completed and signed?	**Yes**		**No**	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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2.	TENDER NOTICE & INVITATION TO TENDER

TENDER NO.	BRIEF DESCRIPTION	CLOSING DATE	ENQUIRIES
8/2/012/2022-2023	Repairs and Maintenance of all Municipal Yellow plant, Trucks and Machinery for 36 months	**16 September 2022 at 11:00**	Technical Queries : Mr. Z. Mdabula zmdabula@ngqushwamun.gov.za & Ms. E. Maytham emaytham@ngqushwamun.gov.za SCM Queries: Mr. A. Dlula adlula@ngqushwamun.gov.za

Ngqushwa Local Municipality hereby invites submission of tenders for the above-mentioned project.

All tenders submitted will be evaluated in terms of the Council's Supply Chain Management Policy and Preferential Procurement Regulations (2017).

NB: Bidders who are working for state will not be considered.

Tender documents are downloaded from our website for **free** (www, ngqushwamun.gov.za).

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:

Price	- 80 points
B-BBEE Status Level of contributor	- 20 points
TOTAL	**100 points**

CRITERIA	WEIGHTING
COMPANY CAPACITY & CAPABILITY	**30**
EXPERTISE	**20**
PROJECT METHODOLOGY	**20**
RELEVANT EXPERIENCE	**20**
ACCREDITATION	**10**

A minimum score of 75 points out of 100 must be scored for Functionality. Bidders, who do not obtain the minimum score for functionality, will not be considered for further evaluation.

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THE FOLLOWING DOCUMENTS MUST ACCOMPANY TENDERS SUBMITTED BY PROSPECTIVE SERVICE PROVIDERS IN ORDER FOR THEM TO BE CONSIDERED, FAILING WHICH THEY WILL BE DISQUALIFIED:-

- The municipality is not obliged to appoint the cheapest tenderer and reserves a right not to accept any submission and to re-advertise if it so wishes.
- CSD report of the Bidder must be submitted.
- All quotations to be submitted with required supporting documents, i.e. Certified BBBEE Certificate / Sworn Affidavit, Valid Tax Clearance Certificate and must be registered on CSD.
- Submit completed MBD's 4, 8 and 9.
- **Non-Responsive Tenders:** Valid tenders will be declared non – responsive if and eliminated from further evaluation if: The tenderer has been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 or has been listed on National Treasury's database as a person prohibited from doing business with the public sector.
- Must provide a Municipal Levy Clearance Certificate/Municipal account of not older than three months from a municipality where the entity operates (lease agreements and sworn statements / affidavits are also accepted) Failure to do so will result in disqualification

Mr N Mgengo
MUNICIPAL MANAGER

MUNICIPALITY

Tender functionality / quality claimed

EVALUATION CRITERIA			
Project : Maintenance and repairs municipal fleet Category: Heavy plant and machinery Minimum Threshold: 75 points Contract period: 36 months			
Evaluation Aspect	Criteria	Points	Verification method
Relevant experience Maintenance and repairs heavy plant and machinery diesel works	Number of successfully completed projects for maintenance and repairs heavy plant and machinery diesel works with traceable references: Score 4 Projects -20 3 Projects -15 2 Projects -10 1 Projects -5	20	Appointment letters and Valid referral letters
Accreditation	Accreditation Company must have a membership of south Africa automotive body retail motor industry (RMI)	10	Attach certified Copy RMI Certified

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Project methodology	Project implementation Company to prepare a clear and sound project implementation Description covering all aspects in the scope of work. Detailed proposed project plan in executing the Project and Methodology (20) General project description (4) Turnaround time (4) Callout fee (2) Travel fee p/km (2) Labour rate per hour (2) Monthly equipment (2) Inspections Reporting (2) Skills Transfer Plan (2)	20	Attach detailed Methodology
Expertise	Key Personnel The service provider must accompany its proposal with key project personal structure in support of the business and certified copies of qualifications as follows Project manager = 5 points Admin support — 5points Diesel mechanic =5 points Auto electrician = 5 points	20	<u>Project manager</u> Certified copy of ID and Certified copy of national Diploma in project management <u>Admin support</u> cv,

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			Certified Copy of ID and Certified copies of Grade 12 certificate <u>Heavy plant diesel Mechanic</u> cv, Certified Copy of ID and Certified copy of diesel mechanic certificate N2/N3 <u>Auto Electrician</u> CV, Certified copy of id And Certified copy of auto electrician trade/certificate N2/N3 NB/ ALL PERSONNEL ARE REQUIRED AND ALL CERTIFIED COPIES MUST BE WITHIN 3 MONTHS
<u>Company capacity and capability</u>	Business location The service provider location will be	30	<u>Business location</u> Business address in

	considered therefore points will be given to business located within the radius of 0 - 300km from Ngqushwa Local Municipality <u>Score</u> within 0 – 120 km radius = 20 from 120 – 300 km radius=10 Field Service vehicle ownership Service provider or company must submit its company field service vehicles proof of owner ship Score Own vehicles- -10 leased vehicles =5		company's letterhead company certificate Field Service vehicle Vehicle logbook Vehicle lease agreement

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3. AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

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

OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

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

2. COMPANIES AND CLOSE CORPORATIONS

2.1. **If a Bidder is a COMPANY**, **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

2.2. 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.**

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	

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Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	

Is a CERTIFIED COPY of the resolution attached?	**YES**		**NO**	

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

3. PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or 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

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

4. CONSORTIUM

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 tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

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

Full Name of Consortium Member	**Role of Consortium Member**	**% Participation**	**Signature**
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

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 as 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:

7.3.1. 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

7.3.2. 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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

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. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7. Any contract 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 and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

11. Insurance

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

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

13. Incidental

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:

13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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:

14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

14.1.2. in the event of termination of production of the spare parts:

14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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 by the purchaser **no later than thirty (30**) days after submission of an **invoice, statement** or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

In cases where the estimated value of the envisaged changes in purchase does not vary more tha15% 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

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

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, 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 supplies 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 without the application of penalties.

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

22. Penalties

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:

23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the 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 purchase 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:

23.6.1. the name and address of the supplier and / or person restricted by the purchaser;

23.6.2. the date of commencement of the restriction

23.6.3. the period of restriction; and

23.6.4. the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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,

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2. the purchaser shall pay the supplier any monies due 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 wilful misconduct, and in the case of infringement pursuant to Clause 6;

28.1.1. 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

28.1.2. 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

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

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

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

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 0f 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.

5. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **"description of tender."** clearly endorsed on the envelope, must be deposited in the **tender box indicated** at the offices of the NGQUSHWA Municipality, Budget and Treasury Office.
2. The tender must be lodged by the Tenderer in the tender box in the Main building at Budget and Treasury Office
3. **PLEASE NOTE:**
   - 3.1. Tenders that are deposited in the tender box.
   - 3.2. Tender box deposit slot.
   - 3.3. Mailed, telegraphic or faxed tenders will not be accepted.
   - 3.4. Documents may only be completed in black ink.
   - 3.5. The use of correction fluid/tape is not allowed.
     - 3.5.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
     - 3.5.2. Alterations or deletions not signed by the Tenderer may render the tender invalid. 3.6. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
   - 3.7. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT.**
4. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
5. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
6. Tenders shall be opened in public at the NGQUSHWA Municipal Offices as soon as possible after the closing time for the receipt of tenders.
7. The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
   - 7.1. That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
   - 7.2. The tenderer shall declare **all** the Municipal account numbers in the NGQUSHWA Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co responsible.
8. This bid will be evaluated and adjudicated according to the following criteria:
   - 8.1. Relevant specifications
   - 8.2. Value for money
   - 8.3. Capability to execute the contract
   - 8.4. PPPFA & associated regulations

_____ *[Insert any other criteria]*

9. Invoices

MUNICIPALITY

All correct invoices must be forwarded in time to the following address to ensure payment terms are upheld:

NGQUSHWA Municipality
313 Main Street
Peddie,
5640

10. Value-Added Tax (VAT)

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

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

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

10.4. The VAT registration number of the Municipality is 4014295000.

11. Standard Payment Terms

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

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

11.2.1. Survivalist enterprises / Micro-enterprises are entitled to a weekly payment cycle by the Municipality on approval of application.

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

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

11.2.4. All deliveries must be accompanied by either a delivery note indicating the correct prices, a Pro-forma invoice or an official invoice in order for the Municipality to execute payment terms in the agreed time. Invoices will be accepted in hard copy or electronic format. This term will form part of the contract, if and when successfully accepted by the Municipality.

11.3. Payment will be done in South African Rand. When items are imported, the exchange rate on order date will apply.

MBD 2

6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be accepted.

4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally of on the website www.sars.gov.za

6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za

MBD 4

7. MBD 4 – DECLARATION OF INTEREST

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

3.1.	**Full Name of bidder or his or her representative**	
3.2.	**Identity Number**	
3.3.	**Position occupied in the Company (director, shareholder [2] etc.)**	
3.4.	**Company Registration Number**	
3.5.	**Tax Reference Number**	
3.6.	**VAT Registration Number**	

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

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

1. a member of –
- *i. any municipal council;*
- *ii. any provincial legislature; or*
- *iii. the National Assembly or the National Council of Provinces;*

2. *a member of the board of directors of any municipal entity;*
3. *an official of any municipality or municipal entity;*
4. *an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); 5. a member of the accounting authority of any national or provincial public entity; or*
6. *an employee of Parliament or a provincial legislature.*

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

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

3.13.	**Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?**	**YES**		**NO**	
3.13.1.	If so, furnish particulars:				

3.14.	**Please provide the following information on ALL directors/shareholders/trustees/members below:**		
Full Name and Surname	**Identity Number**	**Personal Income Tax Number**	**Provide State[3] Employee Number**

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

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

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1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the…… preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

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

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

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

(a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) "**B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) **"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;

(e) **"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;

(f) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(g) **"consortium or joint venture"** 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;

(h) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

(i) **"EME"** means an Exempted Micro Enterprise as defines 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);

(j) **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(k) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

(l) **"non-firm prices"** means all prices other than "firm" prices;

(m) **"person"** includes a juristic person;

(n) **"QSE"** means a Qualifying Small Enterprise as defines 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);

(o) **"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;

(p) ***"sub-contract"*** *means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;*

(q) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

(r) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(s) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

ADJUDICATION USING A POINT SYSTEM

2.1 The bidder obtaining the highest number of total points will be awarded the contract.

2.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.

2.3 Points scored must be rounded off to the nearest 2 decimal places.

2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

2.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

2.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

3. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

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

4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

4.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

4.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

4.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

4.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated BBBEE scorecard as if they were a group structure and that such a consolidated BBBEE scorecard is prepared for every separate bid.

4.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

6.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....……..…%

ii) The name of the subcontractor……..

iii) The B-BBEE status level of the subcontractor.....……..

iv) Whether the sub-contractor is an EME.
(Tick applicable box)

YES		NO	

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:……
…….

8.2 VAT registration number:……

8.3 Company registration number:……

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……
……..

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

8.7 **MUNICIPAL INFORMATION**

Municipality where business is situated: …….

Registered Account Number: …….

Stand Number:…….

8.8 Total number of years the company/firm has been in business:……

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

i) The information furnished is true and correct; ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

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

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) Forward the matter for criminal prosecution.

WITNESSES

1. ……..

2. ……..

……
SIGNATURE(S) OF BIDDERS(S)

DATE: ……

ADDRESS

……..

……..

……..

FOR INFORMATION PURPOSES ONLY

PLEASE NOTE THE FOLLOWING REQUIREMENTS REGARDING VALIDATION OF B-BBEE SCORE.

1. EME B-BBEE STATUS LEVEL CERTIFICATES ISSUED BY AUDITORS AND ACCOUNTING OFFICERS AS CONTEMPLATED IN THE CLOSE CORPORATION ACT *(ONLY IN TERMS OF THE CODES OF GOOD PRACTICE OF 2007)*

1.1. Certificates issued by an Auditor or Accounting Officer will be issued on his or her letterhead with the practice number and contact number clearly specified on the face of the Certificate.

1.2. When confirming the validity of such a certificate, the following should be detailed on the face of the certificate:

1.2.1. The Auditor's / Accounting Officer's letterhead with **FULL contact details**;

1.2.2. The Auditor's / Accounting Officer's **practice number**;

1.2.3. The name and **physical location of the measured entity**;

1.2.4. The registration number and, where applicable, the VAT number of the measured entity;

1.2.5. **The date of issue and date of expiry;**

1.2.6. The B-BBEE Status Level of Contribution obtained by the measured entity; and

1.2.7. The **total black shareholding** and **total black female shareholding**.

2. BIDDERS OTHER THAN EMEs

These bidders **MUST** submit their **ORIGINAL** and valid **B-BBEE** status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

8.

MBD 6.2. – DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

1. Introduction

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; and
- South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1)[1] and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates
  - Annexure C- Local Content Declaration: Summary Schedule,
  - Annexure D- Imported Content Declaration: Supporting Schedule to Annex C and
  - Annexure E- Local Content Declaration: Supporting Schedule to Annex C.

2. General Conditions

2.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.

2.2 Regulation 8.(2) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

2.3 Where necessary, 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.

2.4 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.

2.5 The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - (x/y) \times 100$$

Where
x - imported content
y - bid price 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 the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

2.6 A bid may be disqualified if –

[1] The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial development/ip.jsp at no cost.

(a) this Declaration Certificate and the Annexure C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

(b) the bidder fails to declare that the Local Content Declaration Templates (Annexure C, D and E) have been audited and certified as correct.

3. Definitions

3.1 **"bid"** includes written price quotations, advertised competitive bids or proposals;

3.2 **"bid price"** price offered by the bidder, excluding value added tax (VAT);

3.3 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

3.4 **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

3.5 **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the 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).

3.6 **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

3.7 **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

3.8 **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and

3.9 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

4. 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:

5. Does any portion of the services, works or goods offered have any imported content? (***Tick applicable box***)

YES		**NO**	

5.1 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 the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on **www.reservebank.co.za.**

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Yuan	
Other	

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

6. Were the Local Content Declaration Templates (Annexure C, D and E) audited and certified as correct?

(***Tick applicable box***)

YES		**NO**	

6.1 If yes, provide the following particulars:

a) Full name of auditor:	
b) Practice number:	
c) Telephone and cell number:	
d) Email address:	

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer)

7. 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 Accounting Officer provide directives in this regard.

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

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 Tender No. SC 1596/2015, issued by NGQUSHWA Municipality

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 (Annexure C, D and E) is accessible on 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:

1. The facts contained herein are within my own personal knowledge.
2. I have satisfied myself that
   a) 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
   b) the declaration templates have been audited and certified to be correct.
3. The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 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 4.1 above and the information contained in Declaration D and E.

4. I accept that the Municipality has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
5. 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 Municipality 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	DATE
TENDERER		
WITNESS 1:		
WITNESS 2:		

ANNEXURE C	SATS 1286.2011
Local Content Declaration – Summary Schedule	

Annexure D

ANNEXURE D	SATS 1286.2011
Imported Content Declaration – Supporting Schedule to Annexure C	

NOTE: VAT to be excluded from all calculations

Tender No.			
Tender Description			
Designated product(s)			
Tender Authority			
Tendering Entity's Name			
Tender Exchange Rate	**Currency**		**R**

(D1)

(D2)

(D3)

(D4)

(D5) *(D6)*

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Tender Quantity	Exempted imported value
(D7)	*(D8)*	*(D9)*	*(D10)*	*(D11)*	*(D12)*	*(D13)*	*(D14)*	*(D15)*	*(D16)*	*(D17)*	*(D18)*
									(D19) To	mported value	
									exempt	This total must correspond with Annex C – C21	

B. Imported directly by the Tenderer				Calculation of imported content							Summary		
Tender item no's	Description of imported content	Unit of measure	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost		Tender Quantity	Total imported value	
(D20)	*(D21)*	*(D22)*	*(D23)*	*(D24)*	*(D25)*	*(D26)*	*(D27)*	*(D28)*	*(D29)*	*(D32)* imported by tenderer	*(D30)*	*(D31)*	Total value

Annexure D

Continued	ANNEXURE D -	SATS 1286.2011
Imported Content Declaration – Supporting Schedule to Annexure C		

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content					
Description of imported content	Unit of measure	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost
(D33)	*(D34)*	*(D35)*	*(D36)*	*(D37)*	*(D38)*	*(D39)*	*(D40)*	*(D41)*	*(D42)*

NOTE: VAT to be excluded from all calculations

Summary	
Quantity imported	Total imported value
(D43)	*(D44)*

(D45) Total imported value by 3rd party

D. Other foreign currency payments			Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender rate of exchange
(D46)	*(D47)*	*(D48)*	*(D49)*	*(D50)*

Summary of Payments
Local value of payments
(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total o imported content and foreign currency payments – *(D32)*, *(D45)* and *(D52)* above

This total must correspond with Annex C – (C23)

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

ANNEX E	**SATS 1286.2011**
Local content Declaration – Summary Schedule	

***(E1)* Tender No.**		**NOTE: VAT to be excluded from all calculations**
***(E2)*Tender Description**		
***(E3)* Designated product(s)**		
***(E4)* Tender Authority**		
***(E5)* Tendering Entity's Name**		

LOCAL PRODUCTS (Goods, Services and Works)		
Description of items purchased	**Local suppliers**	**Value**
(E6)	***(E7)***	***(E8)***
	***(E9)* Total local products (Goods, service and works)**	

***(E10)* Manpower costs** (Tenderer's own manpower cost)	
***(E11)* Factory overheads** (Rental, depreciation & amortization, utility costs, consumables, etc.)	

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing interest, etc.)	
(E13) Total local content	
This total must correspond with Annex C – C24	

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

9. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.3.1	If so, furnish particulars:

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

5. **CERTIFICATION**

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

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

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

10. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

   3.1. take all reasonable steps to prevent such abuse;

   3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

   3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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:

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

NGQUSHWA MUNICIPALITY

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   5.1. has been requested to submit a bid in response to this bid invitation;

   5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

   5.3. 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[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   7.1. prices;
   7.2. geographical area where product or service will be rendered (market allocation)
   7.3. methods, factors or formulas used to calculate prices;
   7.4. the intention or decision to submit or not to submit, a bid;
   7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
   7.6. bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

11. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the NGQUSHWA Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

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

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

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

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

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

If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	**Position**	**Date**

COMMISSIONER OF OATHS	
Signed and sworn to before me at _____ , on this _____ day of _____ 20 by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience. **COMMISSIONER OF OATHS:-** _____ _____ _____ Position: Address: Tel:	**Apply official stamp of authority on this page:**

12. MBD 16 – KEY PERFORMANCE INDICATORS

1. **KEY PERFORMANCE INDICATORS (KPIs)**		
1.1.	Work(s) performed / goods delivered within timeframes specified	
1.2.	Work(s) performed / goods delivered within financial framework specified	
1.3.	Acceptable quality of work(s) performed / goods delivered	
1.4.	OTHER:	
	(a)	
	(b)	
	(c)	
	(d)	
	(e)	

I / We acknowledge that I / we am / are fully acquainted with the abovementioned Key Performance Indicators (KPIs) applicable to this tender / contract as stipulated by the Municipality and that I / we accept these Key Performance Indicators (KPIs) in all respects.

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

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

13. SPECIFICATIONS

SPECIFICATIONS PART 1 – GENERAL

1. **Deliveries:**
   a. Delivery must take place within the specified time indicated in the appointment letter of placing an official order where lead times have not been indicated on the tender document.
   b. Delivery address will be indicated on the official order as one of the following:
      i. Budget and Treasury Office, Peddie 564 0
   c. Delivery of products must **include the off-loading** thereof at the supplier's own risk and cost to the designated delivery addresses as indicated above.
   d. Bidders must supply and ensure their own labour for the offloading of the products at the designated Municipal stores.
   e. The Municipality will place orders as and when required during the contract period.
   f. An official order must be issued before any delivery may be made to the Municipality.
   g. It will be required from the supplier to keep stock of products or to ensure that full delivery takes place according to the order quantities.
2. **Pricing:**
   a. All items on the Pricing Schedule, where detailed specifications apply, are listed under **B. PRODUCT SPECIFICATIONS,** and are cross referenced to the Pricing Schedule. In cases where a product does not have extensive specifications, the item specifications are listed with the item on the Pricing Schedule.
   b. All fields must be completed for the tender to be considered. In cases where certain items cannot / are not provided by any one tenderer, it must be indicated as such on the tender document.
   c. Tenderers must furnish unit prices for the listed products only.
   d. All prices must include delivery **and off-loading** at the respective buildings mentioned in 1.b. above and **MUST EXCLUDE VAT**.
3. **Quality and quantities:**

   a. **Quality Standards:**
      i. Special brands, where named, are used to indicate the standard of quality desired. Tenderer's equal/similar item will be considered, provided that the Tenderer specifies brand name(s) and submits full specifications. If the full set of specifications of the alternative item is not submitted, the item will not be evaluated and will not be considered for award.
      ii. In the event the Municipality elects to accept an alternative item purported to be equal/similar by the tenderer, acceptance of the item(s) will be conditional on the Municipality's inspection and testing after receipt.
      iii. If, in the sole judgment of the Municipality, the item is determined not to be equal/similar, the item shall be collected by the Bidder and not be considered for award.
   b. **Quality Tests:** The Municipality may from time to time test the quality of the products and noncompliance may result in the termination of the contract.
   c. All product items should carry (minimum of 1 year) guarantees or warrantees and defaults will be replaced at the cost of the supplier. It will be the responsibility of the supplier to ensure that the products are replaced (Retailers to Manufacturers), where applicable.
   d. Quantity projections based on historical data, are provided in all instances where it is possible; otherwise no estimated quantity projection is provided. The products will be ordered throughout the contract period as and when required. The NGQUSHWA Municipality will not be bound to the estimated quantities as mentioned in the Pricing Schedule. The tendered prices will be binding on this contract**.**

4. **Information**

a. Bidders must take note that the tender will be disqualified in the event of a false statement having been made or false information submitted. The complete Supply Chain Management Policy is available for inspection at the Municipal Offices.

b. The tender must be valid for 90 (ninety) days after closing date.

c. The contract period will be from date of commencement until One month and the agreement will be reviewed on an annual basis based on*, inter alia*, performance and pricing considerations.

d. Non-compliance with the tender conditions and specifications, could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.

5. Local Content

a. In terms of Regulation 8 of the PPPFA Regulations 2017, the Department of Trade and Industry has identified the sector of Textile, Clothing, Leather and Footwear as part of its designated sectors, where in the award of bids local production and content is of critical importance. To this effect a minimum threshold percentage for local production and content for the sector has been determined to be 100%.

b. Tenderers must therefore take cognizance of that fact that bids will be evaluated in terms of the minimum threshold of 100% local content and production and only bids which adhere to this requirement will be further evaluated.

B. PRODUCT SPECIFICATIONS

14. PRICING SCHEDULE

NOTE:

1. **All delivery costs MUST be included in the bid price, for delivery at the prescribed destination.**
2. **Document MUST be completed in non-erasable black ink.**
3. **NO correction fluid/tape may be used.**
   a. **In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.**

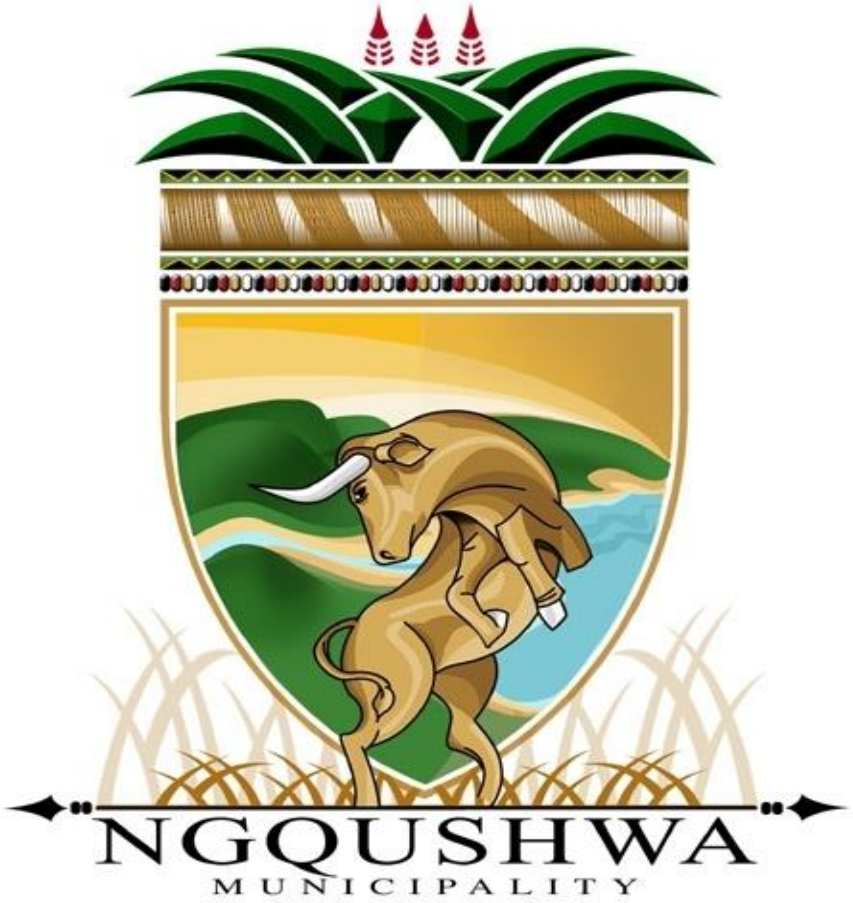
I / We _____

(full name of Bidder) the undersigned in my capacity as _____

of the firm _____

hereby offer to NGQUSHWA Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the NGQUSHWA Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

PRICING SCHEDULE:



VEHICLE MAINTENANCE SPECIFICATIONS

Ngqushwa Local Municipality is looking at appointing an experienced service provider to do repairs and maintenance to all council owned vehicles. Service providers with relevant experience and meet the following requirements are sought for a period not exceeding 36 months to provide this service.

1. Repairs and maintenance of all Municipal yellow plant, trucks and machinery which includes

- Diagnostics for Municipal yellow plant and trucks
- Major and minor engine repairs
- Drivetrain including transmission; differential, gearbox, and clutch repairs,
- Brake system repairs (including brake overhaul)

2.Breakdown and roadside assistance capability (during and after hours)

a. Must be capable to load a machinery on a lowbed not exceeding 30 tons to a safe place if it cannot be fixed on the road. Must have a lowbed or a contract with a towing company for the purposed of (a) mentioned above (provide proof)

3.Workshop requirements and other information

- Workshop must be registered and complying ISO 9001 and a proof must be attached
  - Is the workshop part of a franchised group or independent? If yes provide details
- Is the workshop insured for third party in case an Equipment is damaged in your property, if yes provide the following information?

Name of the insurer_____

Type of the insurance_____

Contact details_____

Public liability cover R _____

Date of the insurance_____

Active or inactive _____

Number of years with the insurer _____

4.CAUSE OF FAILURE

Before commencing with the repairs, the Contractor shall, where possible, make every effort to determine the cause of failure and then proceed to rectify such cause before allowing the repaired plant or fleet to continue operating.

If the work involved in rectifying the cause of failure is extensive, the Contractor shall notify the Employer who shall decide on what course of action to take.

5. WARRANTY

The Contractor shall unconditionally guarantee any work performed on the Employer's plant and vehicles for the time periods shown below.

6 Month/ 1000hrs

Roadworthiness Repair Centers (Municipal Vehicles)

Carry out repairs and ensure that the vehicle passes a roadworthiness test. The test must be carried out by an approved roadworthiness testing center. The service provider must pay for the roadworthy test

6. Safety of the Workshop

a. Does the equipment comply with the Occupational health and Safety Act? If yes provide details

_____

b. Warning signs: Facilities and Customer/Commercial restrictions, if Yes, provide details_____

c. Fire Extinguishers: visibly placed and identified? if yes provide details_____

7. The turnaround time for all repairs should be specified (minor and major repairs)

8. Labour rate per hour / Bill of quantities

NO	DESCRIPTION	LABOUR RATE PER HOUR				TOTAL LABOUR COST	TOTAL BID PRICE
		Technician	Snr. Artisan assistant	Jnr. Artisan assistant	Unskilled labour		
A	**ENGINE REPAIRS**						
1.	All Engine components/ repair/replace	**R**	**R**	**R**	**R**	**R**	**R**
B.	**CLUTCH & TRANSMISSION**						
1.	All clutch and transmission components	**R**	**R**	**R**	**R**	**R**	**R**
C	**FRONT AXLES & STEERING**						
1.	All front axles and steering related components/ repairs/ replace	**R**	**R**	**R**	**R**	**R**	**R**
D	**REAR AXLE & DIFF**						
1.	Repair Diff and Axles related components	**R**	**R**	**R**	**R**	**R**	**R**
E	**CHASIS**						
1.	Replace and repair all chassis related components	**R**	**R**	**R**	**R**	**R**	**R**
F	**ELECTRICAL/ELECTRONIC MECHANISMS**						

1.	Repair/ replace all electronic related components	**R**	**R**	**R**	**R**	**R**	**R**
G	**LUBRICATION (WHEREVER NECESSARY)**						
1.	Supply and apply lubrication on all components	**R**	**R**	**R**	**R**	**R**	**R**

H	**BRAKES**						
1.	Strip replace/repair brakes.	**R**	**R**	**R**	**R**	**R**	**R**
2.	Repair tyres punctures and alignment	**R**	**R**	**R**	**R**	**R**	**R**
I	**BODY**						
1.	Replace/ repair all body related components.	**R**	**R**	**R**	**R**	**R**	**R**
J.	**OVERHAUL**						
1.	Complete engine/gearbox overhaul	**R**	**R**	**R**	**R**	**R**	**R**
L.	**BREAKDOWN**						
1.	Call out fee-normal working hours	**R**	**R**	**R**			**R**
2.	Call out fee- after hours	**R**	**R**	**R**			**R**
3.	Call out fee- public holidays and weekends	**R**	**R**	**R**			**R**
M	**TOW-IN/BREAKDOWN SERVICES (LOW-BED SERVICES)**						
1.	Working Hours:						**R**

2.	Monday-Friday 08:00 16:30	**R**					**R**
3.	After Hours:	**R**					**R**
4.	Saturday-Sunday 07:00 – 07:00	**R**					**R**
5.	Public Holidays	**R**					**R**
N	**CLEANING**						**R**
1.	Minor cleaning / greasing of components	**R**	**R**	**R**	**R**	**R**	R
2.	Major cleaning/ greasing/disinfection	**R**	**R**	**R**	**R**	**R**	R
3.	Minor cleaning / greasing of components	**R**	**R**	**R**	**R**	**R**	R
O	**OTHER COMPONENTS**						
1.	Wheel alignment/ Links/drive tracks etc	**R**					**R**

TOTAL PRICE EXCLUDING VAT	**R**
VAT 15%	**R**
TOTAL INCLUDING VAT	**R**

MAINTENANCE OF RECORDS

In order to facilitate the monitoring of this repair contract, it is essential that accurate and detailed records be kept of all work executed and materials used.

TRAINING

The Employer may request from time to time that Service provider assist with the provision of practical "on the job" training for Municipal officials.

- By participating in this contract, the Service Provider shall accept and acknowledge that, if requested to provide practical training:

- He shall submit progress report on any Municipal official assigned to him for practical training.

- Whilst the trainee is under the supervision of the Service Provider it shall be a requirement that the trainee complies with the regulations of general conduct laid down by the Contractor.

- Any breach of discipline by the trainee must be reported immediately to the Employer.

- Wherever possible the Contractor should follow the training schedule as laid down by the Municipality.

- The Service provider shall be responsible and liable for the trainee's work performance during the period of training.

REPORTING ON MUNICIPAL TRUCKS AND YELLOW PLANT ABUSE

The Service Provider shall be required to report immediately to the Employer any instances where it is obvious that an item of fleet, truck and plant has been blatantly abused or is being operated incorrectly or is not being serviced as required.

CONTRACT SPECIFICATIONS

PART B: PERSONNEL, EQUIPMENT AND FACILITIES TO BE PROVIDED BY THE SERVICE PROVIDER

GENERAL

The Service Provider will provide all labour, transport, materials, tools, consumables and facilities required to carry out the repair work.

PERSONNEL

Artisans where applicable or otherwise skilled workers.

On request, the Contractor must submit proof of qualifications and experience of all artisans, and indenture ship of all apprentices, who will be performing work on this contract.

- Whilst the trainee is under the supervision of the Service Provider it shall be a requirement that the trainee complies with the regulations of general conduct laid down by the Contractor.
- Any breach of discipline by the trainee must be reported immediately to the Employer.
- Wherever possible the Contractor should follow the training schedule as laid down by the Municipality.
- The Service provider shall be responsible and liable for the trainee's work performance during the period of training.

TRANSPORT

The Contractor will use his own transport for work performed away from his premises.

MATERIALS

The parts required to perform the repairs will generally be provided by the Contractor. Occasionally the Employer may elect to supply the parts

NOTE: *Service Provider will be required to provide material/spare parts of genuine quality only. The Municipality reserves the right to determine and approve the quality of materials/spare parts to be used. The Service providers must reserve the right for the Municipality to conduct inspection to premises prior to contract award.*

TIME FRAMES

The contract term is for a period of 3 years.

Upon award of the tender the Service Provider must be available for placement meeting/s prior to commencement of the contract to ensure that both parties understand their roles and responsibilities towards the contract.

KEY DELIVERABLES

Good quality repairs and maintenance services.

EXPECTED OUTCOMES

- Quick turn-around times;
- Guaranteed workmanship;
- Genuine spare parts to be used;

Only properly pre-approved and authorized work to be conducted

15. MBD 7.1. – CONTRACT FORM - PURCHASE OF GOODS

NOTE:

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

PART 1 (To be completed by the TENDERER) I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **the NGQUSHWA Municipality** in accordance with the requirements and specifications stipulated in tender number **Repairs and Maintenance of all Municipal Yellow plant, Trucks and Machinery for 36 months** at the price(s) quoted below / as per pricing schedule. My offer(s) remain(s) binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

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

Bidding documents, *viz*

(a) Invitation to bid
(b) Tax clearance certificate
(c) Pricing schedule(s)
(d) Technical Specification(s)
(e) Preference claims in terms of the Preferential Procurement Regulations 2001
(f) Declaration of interest
(g) Special Conditions of Contract; and (h) General Conditions of Contract.

1. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calc.
2. +ulations will be at my own risk.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
5. I confirm that I am duly authorised to sign this contract.

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

PART 2 (To be completed by NGQUSHWA MUNICIPALITY)

1. I, _____,

   in my capacity as _____, accept your bid under

   reference number _____, dated _____,

   for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

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

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

SIGNED AT _____ on this _____ _____ day of _____20____ .

TO BE COMPLETED BY THE NGQUSHWA LOCAL MUNICIPALITY		
SIGNATURE:		**OFFICIAL STAMP:**
NAME (PRINT):		
WITNESS 1:		
WITNESS 2:		

Tender No:		

16. DECLARATION BY TENDERER

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

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

_____

_____

_____

I / We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfilment of this contract.

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

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

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

Tender No:		