

NGQUSHWA LOCAL MUNICIPALITY



BID DOCUMENT FOR:

APPOINTMENT OF AN IMPLEMENTING AGENT TO PLAN, IMPLEMENT, AND MONITOR THE ENERGY EFFICIENCY DEMAND SIDE MANAGEMENT (EEDSM) PROGRAMME ON BEHALF OF NGQUSHWA LOCAL MUNICIPALITY FOR THREE (3) YEARS SUBJECT TO AVAILABILITY OF FUNDING

BIDDER:

BID PRICE:

CLOSING DATE: 15 MAY 2025

CLOSING TIME: 11H00

CSD SUPPLIER NUMBER

PREPARED BY:

SUPPLY CHAIN MANAGEMENT OFFICE
NGQUSHWA LOCAL MUNICIPALITY
Erf 313
MAIN ROAD
PEDDIE
5640
Tel: [040] 673 3095
Fax: [040] 673 3055

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BID NOTICE

Bids are hereby invited from suitable, qualified, and experienced service providers for the below-mentioned services:

Bid number	CIDB Grading	Project Name	Briefing Session	Closing Date	Enquiries
8/2/201 /2024-2025	4 EP or Higher	Appointment of an Implementing Agent to plan, implement, and monitor the Energy Efficiency Demand Side Management (EEDSM) programme on behalf of Ngqushwa Local Municipality for three (3), subject to availability of funding	Technical Services Boardroom @ 10:00am 22 April 2025	15 May 2024 Time: 11h00	Technical Queries: Ms N Mgwigwi Tel: 0406733098 Email: jngwanduli@ngqushwamun.gov.za Biding Queries: Mr S Gayiya Tel: 040 673 3095 sgaiya@ngqushwamun.gov.za

The Municipality is requiring a service provider for the above-mentioned services. **The documents will be available for download on the Municipal Website for downloading at no cost** to the service providers.

Completed bid documents must be placed in a sealed envelope endorsed with the above-mentioned services and deposited in the Bid Box at the offices of the Ngqushwa Local Municipality no later than the above-mentioned date at **11h00. NB: Bidders who are working for the state will not be considered.**

BID CONDITIONS ARE AVAILABLE ON THE MUNICIPAL WEBSITE, NOTICE BOARDS, AND TENDER DOCUMENTS.

Preferential Procurement Policy Framework ACT No 5 2000 and the regulations thereto (2022)

EVALUATION	CRITERIA
Price	80
Specific Goals	20
TOTAL	100

Bidders must take note that a Pre-qualification Evaluation will be undertaken as follows:

- Experience
- Expertise
- Methodology

The bids will be evaluated on the basis of the Preferential Procurement Policy Framework ACT No 5 2000 and the regulations thereto (2022) as well as the Ngqushwa Local Municipality's Supply Chain Management Policy

The bids will be evaluated in two stages:

- Stage 1 (Pre-qualification Evaluation/Functionality)
- Stage 2 Price and Specific Goals

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING:

- The Validity period is 90 days from the closing date of bids.
- Submit an original valid tax clearance certificate or proof of pin from SARS failure will result in a tender deemed non-responsive.
- Priced bids must be firm and must be inclusive of VAT.
- Joint Ventures/Consortiums must provide a JV agreement signed by all parties to an agreement. Failure to do so will result in disqualification. All parties/partners to the partnership/ consortium/joint venture agreement must be registered on the Central Supplier Database
- Bidders are required to submit proof of registration of CIDB as required from the table above.
- Submit all certified ID copies as reflected on the company registration document.
- Only Service Providers registered on the Central Suppliers Database will be considered.
- Submit Proof of registration with Central Supplier Database (CSD) failure will be deemed non-responsive.
- 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.
- **BANK RATING CODES A, B, C, OR D NOT OLDER THAN 12 MONTHS MUST BE ATTACHED, AND FAILURE TO DO SO WILL RESULT IN THE BID BEING DISQUALIFIED.**
- Submit proof of COIDA
- All certified documents must not be older than three (03) months.
- Declaration pages must be fully completed and signed: Failure to do so will result in disqualification.
- Late, telegraphic, facsimile, incomplete, or unsigned bids will not be considered.
- The successful bidder may be required to sub-contract work of the construction cost to local SMME Contractor(s)
- All pages must be initialed and signed where necessary; failure to do so will lead to disqualification.
- Ngqushwa Local Municipality does not bind itself to accept the lowest or any bid and reserves the right not to accept the whole or any part of the bid.
- Any clarity-seeking questions regarding the document 7 days before the tender closes will not be attended to.

MUNICIPALI MANAGER

MR N MGENGO

COMBATING ABUSE OF THE SUPPLY CHAIN MANAGEMENT SYSTEM

On evaluating Bids measures for combating abuse of the supply chain management system shall be made applicable to all Bidders in that:

- a) the evaluation processes shall consider all reasonable steps to prevent such abuse by bidders, municipal officials, or both.
- b) observe, and investigate any allegations against the bidder, official(s), or both tantamount to irregular practice such as fraud, corruption, favoritism, or failure to comply with the supply chain management policy, when justified:
 - take appropriate steps to disqualify the affected Bid.
 - report any alleged criminal conduct to the South African Police Service.
 - check the National Treasury's database prior to awarding the contract to ascertain that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with the public sector, and
- c) take reasonable steps to reject any bid from a bidder:
 - if any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the municipality or to any other municipality or municipal entity are in arrears for more than three (3) months.
 - who during the last five (5) years has failed to perform satisfactorily on a previous contract with Ngqushwa Local Municipality or any organ of state after written notice and/or decision was given to that bidder that performance was unsatisfactory.
 - who willfully neglected, reneged on, or failed to comply with any municipal condition of the contract during the bidding process.
 - who has 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).

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	8/2/201/2024-2025	CLOSING DATE:	15 May 2025	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF AN IMPLEMENTING AGENT TO PLAN, IMPLEMENT AND MONITOR THE ENERGY EFFICIENCY DEMAND SIDE MANAGEMENT (EEDSM) PROGRAMME ON BEHALF OF NGQUSHWA LOCAL MUNICIPALITY FOR THREE (3) YEARS AND WHEN NEEDED				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

NGQUSHWA LOCAL MUNICIPALITY				
ERF 313 MAIN ROAD				
PEDDIE				
5640				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES, ANSWER PART B:3]</p>
<p>TOTAL NUMBER OF ITEMS OFFERED</p>		<p>TOTAL BID PRICE</p>	<p>R</p>
<p>SIGNATURE OF BIDDER</p>	<p>.....</p>	<p>DATE</p>	
<p>CAPACITY UNDER WHICH THIS BID IS SIGNED</p>			
<p>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</p>		<p>TECHNICAL INFORMATION MAY BE DIRECTED TO:</p>	
<p>DEPARTMENT</p>	<p>SCM</p>	<p>DEPARTMENT</p>	<p>INFRASTRUCTURE & TECHNICAL SERVICES</p>
<p>CONTACT PERSON</p>	<p>Mr. S Gayiya</p>	<p>CONTACT PERSON</p>	<p>Ms. N. Mgwigwi</p>
<p>TELEPHONE NUMBER</p>	<p>040 673 3095</p>	<p>TELEPHONE NUMBER</p>	<p>040 673 3095</p>
<p>E-MAIL ADDRESS</p>	<p>adlula@ngqushwamun.gov.za</p>	<p>E-MAIL ADDRESS</p>	<p>nmgwigwi@ngqushwamun.gov.za</p>

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

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

DATE:.....



TERMS OF REFERENCE FOR APPOINTMENT OF AN IMPLEMENTING AGENT TO PLAN, IMPLEMENT, AND MONITOR THE ENERGY EFFICIENCY DEMAND SIDE MANAGEMENT (EEDSM) PROGRAMME ON BEHALF OF NGQUSHWA LOCAL MUNICIPALITY FOR THE PERIOD OF 36 MONTHS SUBJECT TO AVAILABILITY OF FUNDING.

It is the intention of the Ngqushwa Local Municipality to enter a formal contract with a service provider that will carry out the services described hereunder.

SECTION 1: DETAILS

Province:	Eastern Cape
Municipality:	Ngqushwa Local Municipality
Department	Infrastructure and Technical Services
Project Name:	Energy Efficiency Demand Side Management Programme (EEDSM)
SCM number:	
Project Manager:	Ms. N. Mgwigwi
Evaluation Criteria:	80/20
CIDB Grading:	Grade 4 EP (ELECTRICAL ENGINEERING WORKS)

SECTION 2: BACKGROUND INFORMATION

- Ngqushwa Local Municipality is making a strong commitment to energy efficiency through the Energy Efficiency and Demand Side Management (EEDSM) Programme.
- This initiative, funded by the Department of Mineral Resources and Energy, aims to address climate change by ensuring that energy-saving systems and equipment are properly installed and functioning as intended.
- The municipality intends to fully implement the programme within the allocated budget and timeframe.
- The objective of the municipality is to ensure that proper equipment /systems are installed and are operating correctly and have the potential to deliver measurable energy savings through the implementation of the Energy Efficiency and Demand Side Management Programme.
- As part of this programme, verification methods, which include regular surveys, inspections, spot measurements, and metering, shall be conducted to ensure compliance and efficiency.
- Ngqushwa Local Municipality aims to achieve significant savings within the next three (3) years (Three-Year Saving Goal: 2025-2027), 2025 being the 1st year of participation in the EEDSM programme.
- To ensure that the municipality is an energy efficiency savings municipality, the need to source the expertise of the professional services to help achieve these goals has been recognized.
- This initiative will not only contribute to reducing energy consumption and costs but also align the municipality with national energy efficiency goals.

SECTION 3: OBJECTIVES AND OUTPUTS

- Design and installation of Municipal Energy Efficiency Lighting Technologies - upgrading of the municipal lighting systems to improve energy efficiency, reduce electricity costs.
- Retrofitting of all streetlights to 30W LED - replacement of all existing streetlights to optimize energy use and cut municipal electricity bills
- Capacity Building, Skills, and Enterprise Development on Energy-Saving Solutions – equip municipal employees, businesses, and communities with knowledge and skills in energy efficiency practices and technologies

- Development or Review of Energy Efficiency Strategy, By-laws, Policies, & Procedure Manuals – strengthen regulatory and policy frameworks to support energy efficiency initiatives in municipalities
- Energy Efficiency, Awareness, and Communication - promote public and stakeholder awareness of energy efficiency benefits, encouraging behavioral change and participation.

SECTION 4: DELIVERABLES

- Mapping of Street Lighting System, Buildings including High Mast Lights within Ngqushwa Municipal Area.
- Skills Development for Municipal Officials & Enterprise Development for Local SMMEs
- Energy Efficiency, Awareness, and Communication
- Technical Energy Audits
- Development or Review of Energy Efficiency Strategy, By-Laws, Policies, & Procedure Manuals
- Measurement and Verification (M & V)
- Post-Implementation Report

SECTION 5: TIMEFRAMES

Three (3) Years

SECTION 6: SPECIAL CONDITIONS

- Organization experience with a Portfolio of evidence for auditing (Attached)
- Expertise in Planning, Implementing, and Monitoring the Energy Efficiency Demand Side Management Programme.
- Proven Skills & Proficiency in EEDSM Planning, Implementing and Monitoring or any relevant project/programme of the same category.
- Proven skills and proficiency in EEDSM or related projects.
- Valid References for similar services.
- Compliance with Occupational Health and Safety (OHS) Standards
- Completion & Compliance Certification

SECTION 7: DETAILS OF AN APPOINTMENT

- a) The EEDSM project involves the provision of professional services for the deliverables specified in the project description, covering **1 376 Streetlights and 32 High Mast Lights** in various municipal areas, and all municipal buildings including community halls.
- b) Perform any additional related tasks within the municipality's jurisdiction as instructed.
- c) Ensure the successful implementation, management, and timely completion of the project while adhering to the approved budget.

SECTION 8: PROJECT TITLE

- Planning, Design, Monitoring and Installation of the Municipal Energy Efficiency Lighting Technologies.

SECTION 9: PROJECT DESCRIPTION

Specific details of the deliverables of the project entails the following:

- Energy Audits and Measurements of Public Lighting and Public Buildings
- Energy Conversation Measures (ECMs)
- Compilation of Energy Audit Report
- Compilation of Energy Consumption Baseline
- Determination of Economic and Environmental Benefits.
- Compilation of Bid Documents
- Submission of Bid Evaluation Report
- Overseeing the Handover Meeting and Progress Meetings
- Supervision of Project Execution
- Submission of Progress Reports and Payment Certificates
- Energy Performance and Close-Out Reports

The following documentation will be required:

- A Work Report/Memorandum after the completion of each phase of the project.
- One Complete Set of Master Copies of all Finalized Project Documentation during the close-out phase.
- All Final Reports shall also be required and must be submitted in the Electronic Format in PDF format, of which the version should be agreed upon with the Ngqushwa Local Municipality Director for Infrastructure and Technical Services before the project commences.

- The format and specification for As-built drawings will be confirmed before submission.

SECTION 10: PROGRAMME BUDGET

The Appointed Service Provider will have to compile a Detailed Project Programme (EEDSM), and this programme submitted to the Ngqushwa Local Municipality within seven (7) days of appointment.

Payments of professional fees to the Appointed Service Provider shall be subjected to the available budget and made in accordance with the Tariff of Fees for Persons Registered under the Engineering Professional Act, 2000 (Act No. 46 of 2000). Fees will be aligned with the Engineering Council of South Africa, Government Gazette No. 44333.

The Appointed Service Provider must submit a monthly progress report with each invoice. Invoices without an attached monthly report will not be processed and will be returned to the sender.

SECTION 11: CRITERIA FOR EVALUATION OF PROPOSAL

BIDS WILL BE EVALUATED BASED ON RESPONSIVENESS FIRST THEN FUNCTIONALITY, AND ONLY RESPONSIVE BIDS WILL BE EVALUATED ON PRICE AND SPECIFIC GOALS AT AN 80/20 POINT BASIS AS INDICATED IN THE TABLE BELOW:

FUNCTIONALITY ASSESSMENT	
CRITERIA	SUBMISSIONS
<p><u>Experience</u></p> <ul style="list-style-type: none"> ▪ Portfolio of Evidence for audit and implementation in Buildings, High Mast Lights, and Streetlights of relevant projects that were successfully completed. 	<ul style="list-style-type: none"> ▪ Attach Proof of Evidence with Appointment Letters, Completion Certificates for a maximum of 3 projects.
<p><u>Expertise (Profile of Project Team, Qualifications, and Experience)</u></p> <p>The qualifications and capacity of the company/team to undertake the work must be provided for evaluation purposes.</p> <p><u>Professional Engineer</u></p> <ul style="list-style-type: none"> ▪ Should have a Master’s Degree in Electrical and Electronic Engineering. ▪ Should be registered with the Engineering Council of South Africa (ECSA) <p><u>Professional Energy Manager</u></p> <ul style="list-style-type: none"> ▪ Should have a Degree in Engineering, Energy Management, Environmental Science or a related field. ▪ Should be certified as the Energy Manager by a recognized body such as the Association of Energy Engineers (AEE). <p><u>Team Leader</u></p> <ul style="list-style-type: none"> ▪ Should have a National Diploma in Electrical Engineering. ▪ Trade-tested electrician ▪ COC Verification ▪ Should have experience with LV networks. <p><u>Electrician</u></p> <ul style="list-style-type: none"> ▪ Should have a National Diploma in Electrical Engineering. ▪ Trade-tested electrician 	<ul style="list-style-type: none"> ▪ 7 Years’ experience in the Electrical & Electronic Engineering field. (Accompanied by a comprehensive CV and certified copies of qualifications). ▪ Attach Certification of Professional Registration. <ul style="list-style-type: none"> ▪ 5 Years’ experience in Energy Management, efficiency projects, or renewable energy solutions (Accompanied by a comprehensive CV and certified copies of qualifications). ▪ Attach Certification. <ul style="list-style-type: none"> ▪ 5 Years’ experience in the Electrical Engineering field (Accompanied by a comprehensive CV and certified copies of qualifications). ▪ Attach proof of LV authorization. <ul style="list-style-type: none"> ▪ 5 Years’ experience in the Electrical Engineering field (Accompanied by a comprehensive CV and certified copies of qualifications).

FUNCTIONALITY	
CRITERIA	SUBMISSIONS
<p>Methodology</p> <ul style="list-style-type: none"> ▪ Clarity and consistency of proposed approach. ▪ Project Plan (incl. clear indication of key activities, milestones, Clear timeframes, and deliverables. ▪ Project Organization and Management Arrangements. ▪ Also the relevant and clear methodology to have the following topics: <ul style="list-style-type: none"> i. Scope management ii. Quality management iii. Risk management iv. Time management v. Cost management 	<ul style="list-style-type: none"> ▪ A detailed methodology, clearly indicating the steps to be followed for each subcomponent of the project and the construction method to be used. ▪ The bidder must clearly demonstrate how the contract will be managed, detailing a work plan with time frames and clearly explaining how the works will be implemented.
<p><u>Specific Goals:</u></p> <p>Specific Goals</p> <p>20 points</p>	

SPECIFIC GOALS

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed. (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Youth		10		
Local SMMEs		10		

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 Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "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 acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

APPLICATION FOR TAX CLEARANCE CERTIFICATE
(IN RESPECT OF BIDDERS)

1. Name of taxpayer / bidder:

2. Trade name:

3. Identification number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. Company / Close Corporation registration number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. Income tax reference number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. VAT registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

7. PAYE employer's registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signature of contact person requiring Tax Clearance Certificate:

Name:

Telephone number: Code:..... Number:

Address:
.....
.....

DATE: 20 ____ / ____ / ____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

MBD 3.1
PRICING SCHEDULE
(Professional Services)

Name of Bidder:.....	Bid Number:
Closing Time:	Closing Date

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
---------	-------------	--

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project. R

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----		R-----	-----
-----		R-----	-----
-----		R-----	-----
-----		R-----	-----
-----		R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days
-----	R-----	----- days

5.1 Travel expenses (specify, for example rate/km and total km, class

of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL:			
R.....			

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after Acceptance of bid
.....

7. Estimated man-days for completion of project
.....

8. Are the rates quoted firm for the full period of contract?
.....

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

CIRCLE THE APPLICABLE ANSWER e.g. YES/NO

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
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:.....

3.2 Identity Number:.....

3.3 Company Registration Number:

3.4 Tax Reference Number:.....

3.5 VAT Registration Number:.....

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

3.6.1 If so, furnish particulars.

.....

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

3.7.1 If so, furnish particulars.

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

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

3.8 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

3.8.1 If so, furnish particulars.

.....
.....

3.9 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

3.9.1 If so, furnish particulars

.....
.....

3.9 Are any of the company's directors, managers, principal Shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....
.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

**I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.
I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidde

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

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

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the Organ of State

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in

response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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 price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black HDI	10	
Women	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company VAT Number:.....
- 4.5. Company registration number:
- 4.6. TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

 SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

CONTRACT FORM - RENDERING OF SERVICES

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

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

- ❖ I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number.....at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
- ❖ The following documents shall be deemed to form and be read and construed as part of this agreement:
 - Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Specific Goals in terms of the Preferential Procurement Regulations 2022
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - General Conditions of Contract; and
 - Other (specify)
- ❖ I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- ❖ I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- ❖ I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- ❖ I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

<p>WITNESSES</p> <p>.....</p> <p>.....</p> <p>DATE:</p>

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED 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 WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **NGQUSHWA Municipality** in accordance with the requirements and specifications stipulated in bid number **047/2021-22** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

WITNESSES	
1
2.
DATE :

DATE

CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY THE PURCHASER)

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	SPECIFIC GOALS	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE:

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>5 The Register for Bid Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No

4.4	6 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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 *pe se* prohibition meaning that it cannot be justified under any grounds.

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

- a. take all reasonable steps to prevent such abuse;
- b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

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

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

11. 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 Local 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

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

FORM A

**MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY CHAIN
MANAGEMENT PURPOSE**

The purpose of this form is to obtain prove that municipal services, rates and taxes of the service provider are **not more than three months in arrears** with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business. Kindly attach the latest municipal rates and taxes account not older than 3 months from date of advertising of bid.

Where bidders are not owners of a property and cannot submit a copy of the municipal account, the following must be completed together with a Rental/lease agreement:

(TO BE COMPLETED BY THE LANDLORD)		
Name of the Landlord:		
Property Physical Address:		
Please tick below	Yes	No
Rental: in arrears for more than 3 months	<input type="checkbox"/>	<input type="checkbox"/>
Municipal services: in arrears for more than 3 months	<input type="checkbox"/>	<input type="checkbox"/>
Landlord Signature:		
Date: _____		
Landlord's business stamp here (where applicable)		

**CONFIRMATION OF REGISTRATION ON NATIONAL TREASURY CENTRALISED SUPPLIER
DATABASE**

CONFIRMATION OF CSD VENDOR INFORMATION

1	VENDOR NAME	
2	CSD APPROVED NUMBER	MMMM _____
3	COMPANY REG NUMBER	
4	COMPANY TAX NUMBER	
5	COMPANY VAT NUMBER	
6	CONTACT PERSON	
7	OFFICE TEL. NUMBER	
8	OFFICE FAX NUMBER	
9	E-MAIL ADDRESS	
10	CELL NUMBER	

I, _____ in my capacity as _____ being the authorized signatory, hereby declare that the above information is true and correct.

AUTHORISED SIGNATORY DESIGNATION

NAME AND SURNAME

RESOLUTION DATE: AUTHORISED SIGNATORY APPOINTMENT

SIGNATURE

DATE

AUTHORITY OF SIGNATORY TO SIGN BIDS

The bid shall be signed by a person duly authorised thereto and the following is applicable:

Company: A resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.

Close Corporation: A resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.

Partnership: All the partners shall sign the documents unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorization shall be included in the bid.

Joint Venture: Should two or more firms jointly submit a bid, the bid shall be accompanied by the document of establishment of the joint venture, duly registered and authenticated by a notary public or other official deputed to witness sworn statements, which defines the conditions under which the joint venture will function, the period of duration, the persons authorised to represent the Joint Venture and who are obligated thereby, the participation of the several firms forming the joint venture, and well as any other information necessary to permit a full appraisal of its functioning.

One Man Concern: This shall be clearly stated and all documents shall be signed accordingly.

Details of person responsible for Bid Document process:

Name :

Contact number :

Office address :

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS

"By resolution of the board of directors passed on (date) _____

Prof./Dr/Mr/Ms _____

has been duly authorized to sign all documents in connection with the Bid Document for Contract Number _____ and any Contract which may arise there from on behalf of

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____

DATE _____

FULL NAMES OF SIGNATORY _____

AS WITNESSES:

1. _____

2. _____

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

We, the undersigned, are submitting this Bid Document offer in Joint Venture and hereby authorise Mr/Ms _____, authorised signatory of the company _____, acting in the capacity of lead partner, to sign all documents in connection with the Bid Document offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

N.B.: THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF THE AUTHORITY OF THE SIGNATORY ON COMPANY LETTERHEAD SHOULD BE INCLUDED IN THE RETURNABLE DOCUMENTS PACK.

FORM D**FINANCIAL REFERENCES/ BIDDERS'S CREDIT RATING AND DETAILS OF BIDDERS BANKING INFORMATION****Notes to Bidder:**

1. The Bidder shall attach to this form a letter from the bank confirming the bank account and details. Failure to provide the required letter with the Bid Document submission shall render the Bidder's offer unresponsive.
2. The Bidder's banking details as they appear below shall be completed.
3. In the event that the Bidder is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:									
ACCOUNT NAME: (e.g. ABC Electrical Consultant and Construction cc)									
ACCOUNT TYPE: (e.g. Savings, Cheque etc)									
ACCOUNT NO:									
ADDRESS OF BANK:									
CONTACT PERSON:									
TEL. NO. OF BANK / CONTACT:									
How long has this account been in existence:	<table border="1"> <tr> <td>0-6 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>7-12 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>13-24 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>More than 24 months</td> <td><input type="checkbox"/></td> </tr> </table>	0-6 months	<input type="checkbox"/>	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>
0-6 months	<input type="checkbox"/>								
7-12 months	<input type="checkbox"/>								
13-24 months	<input type="checkbox"/>								
More than 24 months	<input type="checkbox"/>								
	(Tick which is appropriate)								

Signature on behalf of Bidder

N.B.: ORIGINAL LETTER FROM BANK OR BANK STATEMENT (NOT OLDER THAN THREE MONTHS) SHOULD BE INCLUDED IN THE RETURNABLE DOCUMENTS PACK.

RECORD OF ADDENDA TO BID DOCUMENTS

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

	Date	Title of Details

SIGNATURE ON BEHALF OF BIDDER

BID FOR CONTRACT NUMBER: 8/2/201/2024-2025

I/We, the undersigned: _____

- a) Bid to supply and deliver to the Ngqushwa Local Municipality all or any of the supplies and to render all the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- b) Agree that we will be bound by the specifications, prices, terms, and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- c) Further agree to be bound by those conditions, set out in Part B and Annexures, should this bid be accepted in whole or in part.
- d) Confirm that this bid may only be accepted by the Ngqushwa Local Municipality by way of a duly authorized Letter of Acceptance; and,
- e) Declare that we are fully acquainted with the Preferential Procurement Forms and Schedules and the contents thereof and that we have signed the Schedule of Prices and completed the Preference Points claim Forms attached as “ Annexures”
- f) Declare that the relevant authorized person thereto will initial each page of the bid document and amendment.
- g) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
- h) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.
- i)

Signed atthis Day of (Year)

Signature: _____

Name of Firm: _____

Address: _____

Date: _____

As Witness: 1. _____

2. _____

State in cases where the bidder is a Company, Corporation of Firm by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney or otherwise.

I/We the undersigned am/are authorized to enter into this contract on behalf of:

By virtue of _____

Dated _____ a certified copy of which is attached to this bid.

Signature of authorized person: _____

Name of Firm: _____

Postal Address: _____

Date: _____

As witness: 1. _____

2. _____

Please Note:

The prices at which bids are prepared to supply the goods and materials or perform the services must be placed on the column on the Form provided for that purpose.

Failure on the part of the Bidder to sign the Form of Bid and initial each page of the bid document will result in a bid being disqualified.

Bidders must sign this Form of Bid as well as attached to this bid document and on acceptance of a bid by the Ngqushwa Local Municipality the Conditions of Contracts, Special Conditions, Specifications and Scheduled of prices, attached hereto shall be deemed to be the conditions of Contract between the parties.

Failure to complete all blank spaces in the forms and to attend to the other details mentioned herein will render the bid liable to rejection.

Bank account details of Bidder:

Bank: _____

Branch: _____

Branch Code: _____

Account Number: _____

Type of Account: _____

PROOF THAT THE MUNICIPAL ACCOUNT IS PAID IN FULL IS TO BE ATTACHED
(ARRANGEMENTS MADE WITH THE COUNCIL WILL BE TAKEN INTO CONSIDERATION).

BIDDING INFORMATION

Details of person responsible for bidding process

Name: _____

Contact number: _____

Address of office submitting bid:

Telephone: _____

Fax no: _____

E-mail address: _____

AUTHORITY FOR SIGNATORY

Signatories for close corporation and companies shall conform their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

“By resolution of the board of directors passed on _____ 20 _____

Mr. _____

Has been duly authorized to sign all documents in connection with the bid for

Contract _____ No _____

And any Contract, which may arise there from on behalf of

Signed on behalf of the company:

In his capacity as:

Date: _____

Signature of signatory

As witness: 1. _____

2. _____



Ethics Commitment for Suppliers of the Ngqushwa Local Municipality

In our dealings with the Ngqushwa Local Municipality we commit to uphold high standards of ethics.

Among other things this means:

- We will be honest and deal in good faith;
- We will not try to improperly influence any municipal official or decision;
- We will avoid all conflicts of interest;
- We will not engage in any form of corruption (e.g. paying bribes, giving kickbacks);
- We will not give gifts to municipal officials or councillors;
- We will not be involved in collusion with other service providers (i.e. price-fixing);
- We will ensure that all information we submit to the municipality is accurate and truthful (e.g. we will not engage in fronting).
- We will inform the Municipality of any unethical behaviour which we become aware of in the procurement process, either related to other suppliers or to municipal officials. *
- We will, through all our dealings, contribute to building a positive ethical culture in the Ngqushwa Local Municipality.

This is our commitment to help build an ethical community.

Name of Company: _____

Name of authorised person: _____

Signature: _____

Date: _____

* If you wish to report unethical conduct you can contact or *If you are aware of any fraud/ corruption within the municipality. These may be reported anonymously to the Municipal Manager: nmgengo@ngqushwamun.gov.za

GENERAL UNDERTAKINGS BY THE BIDDER

1.1 Definitions

- 1.1.1 **“Acceptable bid”** means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related regulations.
- 1.1.2 **“Chairperson”** means the chairperson of the Ngqushwa Local Municipality Bid Adjudication Committee.
- 1.1.3 **“Municipal Manager”** means the Accounting Officer or Municipal Manager of the Municipality.
- “Committee”** refers to the Bid Adjudication Committee.
- 1.1.5 **“Council”** refers to Ngqushwa Local Municipality.
- 1.1.6 **“Equity Ownership”** refers to the percentage ownership and control, exercised by individuals within an enterprise.
- 1.1.7 **Service providers”** refers to the bidders who have been successful in being awarded Council contracts.
- 1.1.8 **SMMes”** (Small, Medium and Micro Enterprises) refers to separate and distinct business entities, including co- operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).
- 1.1.9 **Contract”** refers to legally binding agreement between Ngqushwa Local Municipality and the service provider.
- 1.1.10 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.
- 1.1.11 **“Contractor”** means any natural or legal person whose bid has been accepted by the Council.
- 1.1.15 **“Closing time”** means the date and hour specified in the bid documents for the receipt of bids.
- 1.1.16 **“Order”** means an official written order issued for the supply of goods or the rendering of a service in accordance with the accepted bid or price quotation.
- 1.1.17 **“Written” or “in writing,”** means handwritten in ink or any form of mechanical writing in printed form.
- 1.1.18 **Functionality”** means technical capability, financial and other resource availability.
- 1.1.19 that the service provider needs, to successfully and efficiently render the service and/or deliver in accordance with the specifications.

1.2 INTERPRETATION:

- 1.2.1 In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention: -
- 1.2.2 An expression which denotes: -
- 1.2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time.;
- 1.2.4 When any number of days is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- 1.2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

1.3 I/we hereby Bid:

- 1.3.1 To supply all or any of the supplies and/or to render all or any of the services described in the attached documents {Forms, Schedule(s) and /or Annexure(s) to the Ngqushwa Local

Municipality.

- 1.3.2 On the terms and conditions and accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);
- 1.3.3 At the prices and on the terms regarding time for delivery and/or execution inserted therein.

1.4 I/we agree further that:

The offer herein shall remain binding upon me/us and open for acceptance by the Ngqushwa Local Municipality during the validity period indicated and calculated from the closing time of the bid. This bid and its acceptance shall be subject to the terms and conditions contained in the Forms, scheduled(s) and/or Annexure(s) attached hereto with which I am /we are fully acquitted.

Notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:

If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Ngqushwa Local Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Municipality;

In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid;

The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;

Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.

Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay the Ngqushwa Local Municipality legal costs on an attorney and own client;

If my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us.

The law of the Republic of South Africa shall govern the contract created by the acceptance to this bid.

- 1.5 I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 1.6 I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfilment of this contract.
- 1.7 I/we declare that I/we have participation/no participation in the submission of any other bid for the supplies/services described in the attached documents. **If your answer here is yes, please state the names(s) of the other Bid(s) involved:**

GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 “**Closing time**” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 “**Contract**” means the written agreement entered between the purchaser and the supplier, as recorded in the contract form Signed by the parties, including all attachments and appendices Thereto and all documents incorporated by reference therein.
- 1.3 “**Contract price**” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 “**Corrupt practice**” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 “**Countervailing duties**” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 “**Country of origin**” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 “**Day**” means calendar day.
- 1.8 “**Delivery**” means delivery in compliance of the conditions of the contract or order.
- 1.9 “**Delivery ex stock**” means immediate delivery directly from stock on hand.
- 1.10 “**Delivery into consignees store or to his site**” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 “**Dumping**” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 “**Force majeure**” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 “**Fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “**NEC 3**” means the New Engineering Contract
- 1.15 “**Goods**” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “**Imported content**” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct

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

- 1.17 “**Local content**” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “**Manufacture**” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “**Order**” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “**Project site**,” where applicable, means the place indicated in bidding documents.
- 1.21 “**Purchaser**” means the organization purchasing the goods.
- 1.22 “**Republic**” means the Republic of South Africa.
- 1.23 “**SCC**” means the Special Conditions of Contract.
- 1.24 “**Services**” means those functional services ancillary to the supply of the goods, such as transportation and any other Incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract
- 1.25 “**Supplier**” means the successful bidder who is awarded the contract to maintain and administer the required and specified Service to the State.
- 1.26 “**Tort**” means in breach of contract.
- 1.27 “**Turnkey**” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product/service required by the contract.
- 1.28 “**Written**” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract document and information inspection

- 5.1. The supplier shall not, without the purchaser's prior written Contract consent, disclose the contract, or any provision thereof, or any documents specification, plan, drawing, pattern, sample, or information and 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 NEC 3 relevant clause except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in NEC 3 relevant clause shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

6. Patent Rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or Industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 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

- 7.1. Within thirty (30) days of receipt of the notification of contract security award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the Supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

A 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
7.3.1. A cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections Tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3. If there are no inspections 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 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 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Goods and services which are referred to in clauses 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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the supplier's 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 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 of NEC 3.

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 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' destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

- 12.1. Should a price other than an all-inclusive delivered price be transportation required, this shall be specified.
- 12.2.

13. Incidental Services

- 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 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 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:
 - a). Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - b). Following such termination, furnishing at no cost to the purchaser, the
 - c). 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
- 15.2. 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.
- 15.3. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.4. The purchaser shall promptly notify the supplier in writing of any Claims arising under this warranty.
- 15.5. Upon receipt of such notice, the supplier shall, within the period Specified and with all reasonable speed, repair or replace the Defective goods or parts thereof, without costs to the purchaser.

- 15.6. If the supplier, having been notified, fails to remedy the defect within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Variation

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the Supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and May at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises; the supplier's point of supply is not situated at or near the place where the goods are required, or the Supplier's services are not readily available.

- 21.4. Except as provided under NEC 3, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to NEC 3, unless an extension of time applied without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied. In conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1. Subject to NEC 3, 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 of R 500 calendar per day of the delay until actual delivery or Performance. The purchaser may also consider termination of the contract pursuant to NEC 3.

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 for default 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 NEC 3
 - 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 judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in Part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

- 25.1. Notwithstanding the provisions of NEC 3, the Security, damages, or
- 25.2. termination for default if and to the extent that his delay in performance or other

- 25.3. Failure to perform his obligations under the contract is the result of an event of force Majeure.
- 25.4. 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 the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Objections and complaints

Persons aggrieved by decisions or actions taken in the implementation of this supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action.

29. Limitation of Liability

- 29.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to.
- 29.2.
- 29.2.1. 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
- 29.2.2. 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.

30. Governing language

- 30.1. The contract shall be written in English. All correspondence and other documents

30.2. Pertaining to the contract that is exchanged by the parties shall also be written in English.

31. Applicable law

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

32. Notices

32.1. 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.

32.2. 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.

33. Taxes and duties

33.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

33.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

33.3. 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.

33.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal service charges are in arrears.

34. Transfer of contracts

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

35. Amendment of contracts

35.1. No agreement to amend or vary a contract or order or the conditions, stipulations.

35.2. 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.

GENERAL PROCEDURE

1. General Directives

1. The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders, and contracts unless otherwise approved by the Council prior to the invitation of the bids.
2. Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
3. Where such special conditions or procedures conflict with the general conditions and procedures, the special conditions or procedures shall apply.
4. The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall be deemed to have satisfied himself/herself as to all the conditions and circumstances of the bid.
5. Formal contracts are concluded with the contractors only where this requirement is stated in the bid invitation.
6. All bids regarding the bidding of a service, e.g., materials, cleaning services, professional services, etc., shall be subject to the negotiation of a Service Level Agreement between the successful Service Providers and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Accounting Officer of the Municipality.
7. The written acceptance of the bid shall be posted to the bidder or Service Providers concerned by registered or certified mail.

2. Process for competitive bidding

Following are procedures for a competitive bidding process for each of the following stages:

2.1 Compilation of bidding documentation

- (a) Consider –
 - The general conditions of the contract.
 - Any Treasury guidelines on bid documentation; and
 - The requirement of the Construction Industry Development Board, in the case of a bid relating to construction, Replacement or refurbishment of buildings or infrastructure.
- (b) Include evaluation and adjudication criteria, including any criteria required by other applicable legislation.
- (c) Compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted as Annexure "A" MBD 4
- (d) Require the bidders to furnish the following if the value of the transaction is expected to exceed R10 million (VAT included):
 - **If the bidder is required by law to prepare annual financial statements, their annual financial statement –**
 - * **For the past three years; or**
 - * **Since their establishment if establishment during the past three years**
 - A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payments is overdue for more than 30 days.
 - Particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract.
 - A statement indicating whether any portion of the goods or services are expected to be sourced

from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic.

- (e) Stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

2.2 Issuing of bid documents

Bid documentation shall be issued in terms of the directive as appearing correctly on the tender notice.

The Supply Chain Unit will keep a register, and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder.

No bid responses from any Bidder should be accepted if sent via the Internet, e-mail or fax.

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality regarding any advertised bid. No line function staff should be allowed to communicate with potential bidders without the approval by the Chief Financial Officer: Supply Chain Management Unit.

The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date.

The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time.

The decision to extend the closing date or time rests with the Chief Financial Officer: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

2.4 Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

- (i) Invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Bid Bulletin) and
- (ii) Public advertisement must contain the following:
The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a Website/newspaper; subject to (iii) below; and
- (iii) Accounting officer may determine a closure date for the submission of bids which is less than the 30- or 14-days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process
- (iv) Bids submitted must be sealed.
- (v) The following information must appear in any advertisement:
 - * Bid number and * Description of the requirements
 - * The place where the bid documents can be obtained
 - * The date, time and venue where site inspection/briefing session will be (if applicable);
 - * Closing date and time.
 - * The fee applicable that must be paid before the bid documents will be issued; and
 - * The name and telephone numbers of the contact person for any enquiries.

2.5 Site meetings or briefing sessions

It is the responsibility of the bidders to enquire about the information/ clarities related to this did, no site inspection will be conducted but site briefing session will be conducted before the close of the bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.

It should be a condition that prospective bidders attend a site inspection and non- attendance should invalidate a bid, where a site inspection/briefing session is applicable.

2.6 Handling of bids submitted in response to public invitation.

(a) Closing of bids

All bids will close at **11h00** on a date as stipulated in the advertisement, which must be reflected in the bid document.

Bids are late if they are received at the address indicated in the bid documents after the closing date and time. **A late bid should not be admitted for consideration and, where practical, should be returned unopened to the bidder accompanied by an explanation.**

(b) Opening of bids

Bids are opened in public as soon as possible after the closure in the presence of the Senior Supply Chain Officer: Supply Chain Management or his/her delegate.

The official opening the bids should, in each case, read out the name of the bidder and the amount of the bid.

The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened. Bids should be recorded in a register kept for that purpose.

2.7 Validity of the bids

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid closure endorsed on the front cover of the bid document. Should the validity period expire on a Saturday, Sunday, or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

2.8 Consideration of bids

- The Council takes all bids duly admitted into consideration.
- The Council reserves the right to accept the lowest or any bid received.
- The decision by the Municipality regarding the awarding of a contract must be final and binding.

2.9 Evaluation of bids

The following are criteria against which all bids' responses will be evaluated:

i) Compliance with bid conditions

The NGQUSHWA Local Municipality will consider no Bid unless it meets the following responsiveness criteria:

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- **An original Valid Tax Clearance Certificate must be submitted with the bid on or before the closing time and date of the bid. Or**
- **Attach the Electronic Tax Clearance Certificate and Tax Compliance Status PIN code must be provided in the box below.**
- **The proof of CSD registration report must be attached.**
- Bid forms must be completed in full and each page of the bid signed.
- Copies of the company registration certificate must be submitted with the bid on or before the closing time and date of the bid.
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.

- Compliance with the requirements of the bid and technical specifications.
- No bidder who is blacklisted by National Treasury or any National Authority due to non-performance will be considered.
- Proof of payment of Municipal account statement on rates and taxes from the respective municipality not older than three months for company and for Directors such proof:
 - (a) must not be older than three (3) months from closing date of the tender,
 - (b) it must have been addressed to the company itself and any of the shareholders or members as on the document for company registration, and
 - (c) in case where the company is renting an office space, the lease agreement between the company and the respective landlord must accompany the rental invoice.
- Bidder are required by law to prepare annual financial statements for auditing, their audited annual financial statement – for the past three years.
- In case where 2 (two) or more companies decide to form a joint venture (JV), all the companies in the JV have to attach each and every document as requested above in addition to the Joint Venture Agreement.
 - (ii) Meeting technical specifications and comply with bid conditions.
 - (iii) Financial ability to execute the contract; and
- **Very important notice:** Bidders must note that only information filled in at the spaces provided in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded, which **may** lead to the rejection of the bid.
- **The attachment or inclusion of information not specifically asked for is not desirable and leads to delays in the awarding of bids. This includes CVs if not specifically requested.**

2.10 Evaluation of bids on functionality and price

- (i) NGQUSHWA Local Municipality must in the bid documents indicate if, in respect of a particular bid invitation that bids will be evaluated on functionality and price.
- (ii) The total combined points allowed for functionality and price may, with respect to Bids/offers with an estimated Rand value equal to or below R50 000 000.00, not exceed 80 points.
- (iii) When evaluating bids contemplated in this item, the points for functionality must be calculated for each individual bidder.
- (iv) The conditions of the bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further adjudication.
- (v) The points for price, in respect of a bid which has scored the specified minimum number of points contemplated in sub-regulation (v) above, must, subject to the application of the evaluation system for functionality and price contemplated in this regulation, be established separately and be calculated in accordance with the provisions of regulations c and d.
- (vi) The number of points scored for achieving the Government's Broad-Based Black Economic Empowerment
- (vii) Objectives must be calculated separately and must be added to the points scored for functionality and price.
- (viii) Only bids with the highest number of points will be selected.

2.11 Acceptance of bids

Successful bidders must be notified by post of the acceptance of their bids, but that acceptance, however, will only take effect after completion of the prescribed contract form.

Unsuccessful bids should not be returned to bidders but should be placed on record for audit purposes. A register or records should be kept of all bids accepted.

2.12 Publication of bid information

The particulars of the successful bidders should be published on the Municipality's Website.

2.13 Cancellation and re-invitation of bids

- (i) If the Municipality has cancelled a bid invitation as contemplated in sub-regulations (i) and (ii) must re-invite bids and must, in the bid documents, stipulate the correct preference point system to be applied.

- (ii) A bid may be cancelled before award if:
 - Due to changed circumstances, there is no longer a need for the goods, works or services offered, or
 - Funds are no longer available to cover the total envisaged expenditure, or
 - No acceptable bids were received.

2.14 Settlement of Disputes

The settlement of disputes will be in terms of the SCM Policy, which provides as follows:

- “50. (1) The accounting officer must appoint an independent and impartial person not directly involved in the supply chain management processes –
- (a) To assist in the resolution of disputes between the municipality and other persons regarding
 - (i) Any decisions or actions taken in the implementation of the supply chain management system; or
 - (ii) any matter arising from a contract awarded during the supply chain management system; or
 - (b) to deal with objections, complaints, or queries regarding any such decisions or actions or any matters arising from such contract.
- (2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.
- (3) The person appointed must –
- (a) strive to promptly resolve all disputes, objections, complaints, or queries received; and
 - (b) submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to, or resolved.
- (4) A dispute, objection, complaint, or query may be referred to the relevant provincial treasury if –
- (a) the dispute, objection, complaint, or query is not resolved within 60 days; or
 - (b) no response is forthcoming within 60 days.
- (5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.
- (6) This paragraph must not be read as affecting a person's rights to approach a court at any time.

BIDDERS WHO ARE IN THE SERVICE OF THE STATE WILL NOT BE CONSIDERED.

Invalid or non-submission of the documents listed above will lead to disqualification and where the bidder is registered on the Municipal Database System reference can be made to such document and it is the bidder's responsibility to ensure that the document exists and verification of such registration will be done by the municipality and where the bidder is found to be not registered or have submitted incorrect registration details will be regarded as non-responsive and be disqualified from the bid.

NB: In the case of the **Tax Compliance Status document with pin**, submission of the Original Valid Tax Compliance Status document with pin within 7 days of the final award for the preferred bidder/s will be required, and failure to comply will result in the preferred bidder/s being disqualified as non-responsive.

Additional information will be requested from the Service providers.

1. Services to be provided

The services required by the Contracting Authority are described in these Terms of Reference.

2. Participating and sub-contracting

2.1 Participation in this bid is open to everyone.

2.2 Bids should be submitted by the same service provider or consortium which has submitted the proposal on the basis of the above. **No change whatsoever in the identity or composition of the bidder is permitted;**

2.3 Short-listed service providers or consortia are allowed to form alliances with any other firms or to sub-contract to each other for the purpose of this contract;

2.4 Sub-contracting will be allowed only in so far as it was stated in the initial bid.

2.5 Duplication of bid documents is prohibited.

3. Contents of Bids

3.1 Each bid must comprise a Technical offer and a financial offer, each of which must be submitted separately.

4. Presentations / Adjudication

4.1 The Evaluation Committee may call for presentation by the short-listed bidders after having established its written provisional conclusions but before concluding the technical evaluation.

4.2 The date and time of any such presentation will be confirmed or notified to the short-listed bidders at least seven days in advance. If a bidder is prevented from attending the presentation by force majeure, a mutually convenient alternative appointment may be arranged with the bidder. If the bidder is unable to attend this second appointment, its bids will be eliminated from the evaluation process.

5. Variant solutions

5.1 Any variant solutions will not be taken into consideration.

6. Distribution/ allocation of work for the appointed panel.

- a) Allocation of projects will be on a rotation basis amongst appointed service providers subject to the ability to deliver service within a specified timeframe as determined by the municipality from time to time and during the panel period; certain returnable documents will be requested as needed to verify validity or compliance.
- b) The rotation will cut across all categories of Electrification projects.
- c) The municipality will award the project at an amount priced by the contractor and negotiate markup on items not covered in the bid document.
- d) The professional fees will be based on the award percentage and distributed according to ECSA fee guidelines.
- e) The negotiated offer must be accepted in writing by the Municipality and be clearly outlined in the Service Level Agreement specific to the project.

7. Pricing of Allocated Project

- a) The offer or price shall be subjected to negotiation, not exceeding the applicable rates as per the Engineering Council of South Africa (ECSA). Should consensus not be reached on negotiations, the municipality reserves the right to move to the next service provider.
- b) Quotations will be requested from the panel for the specific projects in line with the principles contained in Section 217 of the Constitution.
- c) The fees shall be paid in line with the Engineering Council of South Africa (ECSA) guidelines breakdown in terms of the percentage of project phases.
- d) The offer must be all-inclusive of disbursement or additional services that will be determined on each project to be allocated. No additional services or disbursement will be paid except not stated disbursement.
- e) Tenderers to submit tender prices in accordance with the description and requirements of each project specifications issued by the Municipality. The price must be unconditional.
- f) Normal fees will be adjusted to actual project costs after the contractor's appointment and final project costs are determined.
- g) Recoverable costs will not be subjected to actual project costs or changes of project size.
- h) The travel and subsistence costs of consultants will be paid in accordance with the national travel policy by the National Department of Transport, as updated from time to time where applicable.
- i) The Municipality reserves the right to contact those who have submitted bids to:
 - Obtain clarity where information is incomplete or where a lack of clarity exists about technical aspects of the offer;
 - Obtain confirmation of prices in cases where it is obvious that a written, typed, or transcription error or an error in the unit price has been made.

2. Schedule of the Tenderer's Experience

List any relevant previous experience related to this contract that has successfully been executed in the Entity's name:			
Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (RAND)	Date completed

EQUITY OWNERSHIP (COMPULSORY)

TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES

List all partners, shareholders, or members of the bidding entity by name, identity number, citizenship, gender, race, HDI status, and ownership.
 In the case of a Joint Venture, Consortium, or Partnership, complete an "Equity ownership" for each member.

Name and Surname	Position occupied in Enterprise	Identity number	Citizen-ship	Gender Male / Female	Race	HDI Status (Y/N)	%Owned by HDI's	% Owned by Women		% Owned by Disabled
								Black	White	

JOINT VENTURE INFORMATION

(Complete only if applicable)

The parties hereto form a Joint Venture for the purpose of jointly bidding and obtaining the award of contract.

The share of the partners in the Joint Venture shall be:

Full Name and address of Lead enterprise

..... %
.....

Full Name and address of 2nd enterprise

..... %
.....

Full Name and address of 3rd enterprise

..... %
.....

The Lead Partner is hereby authorized to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture the technical advice and benefit of their individual experience and shall, in all other respects, endeavor to share the responsibility and burden of the performance of the Joint Venture.

To this end, the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss, and personnel.

The Lead Partners shall supply, in its name, Professional Liability Insurance for the amount and period as stated in the Contract Data.

The Joint Venture may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

or

The work undertaken by the Joint Venture under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the ELM or any other party for the Project, either alone or in collaboration with a third party.

Authorised Signature Lead Partner.....

Name

Designation

Signed at..... on
Authorised Signature of 2nd Partner.....

Name

Designation

Signed at..... on
Authorised Signature of 3rd Partner.....

Name

Designation

Signed at..... on

**(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE
LAST PAGE OF THE BID, ORIGINAL OR COPIES OF DATED AND SIGNED
RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY
BE.)**