

MATATIELE LOCAL MUNICIPALITY



YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MATATIELE LOCAL MUNICIPALITY)

Tender No: MATAT/ 2025/2026-33

DESCRIPTION: APPOINTMENT OF A PANEL OF FOUR (4) TURNKEY ELECTRICAL SERVICE PROVIDERS (ENGINEERING AND CONSTRUCTION) TO PROVIDE ELECTRICAL SERVICES, INCLUDING ANY WORK REQUIRING PROFESSIONAL ENGINEERING EXPERTISE FOR MATATIELE LOCAL MUNICIPALITY FOR A PERIOD OF THIRTY -SIX MONTHS (36).

MATATIELE MUNICIPALITY Supply Chain Management Division Contact : Ms. M. Sabasaba Tel No : (039) 737 8263	MATATIELE MUNICIPALITY Electrical Division Contact : Mr. Z. Gqamane Tel No : 039 737 8172
Advert Date: 06 March 2026	Closing Date: 07 April 2026
Closing Time: 10H00	Bid Box No: Marked
Name of Bidder:	
Contact Person:	

Bidders must ensure that Bid Documents are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE NEW ENGINEERING CONTRACT (NEC 3) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

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PART A (MBD1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MATATIELE LOCAL MUNICIPALITY)					
BID NUMBER:	MATAT/ 2025/2026-33	CLOSING DATE:	07 APRIL 2026	CLOSING TIME:	10H00
DESCRIPTION	APPOINTMENT OF A PANEL OF FOUR (4) TURNKEY ELECTRICAL SERVICE PROVIDERS (ENGINEERING AND CONSTRUCTION) TO PROVIDE ELECTRICAL SERVICES, INCLUDING ANY WORK REQUIRING PROFESSIONAL ENGINEERING EXPERTISE FOR MATATIELE LOCAL MUNICIPALITY FOR A PERIOD OF THIRTY -SIX MONTHS (36)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (see page 4)					
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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	☐	A REGISTERED AUDITOR			
		NAME:			
[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]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]		
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	MATATIELE Local Municipality	CONTACT PERSON	Mr. Z. Gqamane
CONTACT PERSON	Ms M. Sabasaba	TELEPHONE NUMBER	039 737 8172
TELEPHONE NUMBER	039 737 8263	FACSIMILE NUMBER	039 737 3611
FACSIMILE NUMBER	039 737 3611	E-MAIL ADDRESS	ZGqamane@matatiele.gov.za
E-MAIL ADDRESS	MSabasaba@matatiele.gov.za		

INVITATION TO BID



PART A:

MATATIELE LOCAL MUNICIPALITY RE- ADVERTISEMENT TENDER NOTICE AND INVITATION TO TENDER

ADVERTISED ON:		MUNICIPAL NOTICE BOARD, MUNICIPAL WEBSITE, NATIONAL TREASURY e-Tender and LOCAL NEWSPAPER	
TENDER DESCRIPTION		BID NO.	CIDB REQUIRED
APPOINTMENT OF A PANEL OF FOUR (4) TURNKEY ELECTRICAL SERVIE PROVIDERS (ENGINEERING AND CONSTRUCTION) TO PROVIDE ELECTRICAL SERVICES, INCLUDING ANY WORK REQUIRING PROFESSIONAL ENGINEERING EXPERTISE FOR MATATIELE LOCAL MUNICIPALITY FOR A PERIOD OF THIRTY -SIX MONTHS (36)		MATAT/2025/2026-33	4EP OR HIGHER
PUBLISHED DATE:	06/03/2026	CLOSING DATE:	07/04/2026
CLOSING TIME:	10h00: Tenders will be opened immediately thereafter, in public at Matatiele Local Municipality Mountain View BTO Offices R56		
AVAILABILITY OF TENDER DOCUMENTS			
Bid Documents will be available on Municipal Website and BTO Offices	The tender document fee is payable to Municipal bank account (Ned Bank 1011292106 branch code 198765, name of company and bid no as reference) (Failure to attach proof of purchase will lead disqualification). To obtain tender documents please login to www.matatiele.gov.za or email mlekhooa@matatiele.gov.za .		
Date Available	11/03/2026	Non-Refundable Fee	R1000.00
TENDER SUBMISSION RULES:			
• Tenders must be completed in accordance with the tender conditions and tender rules contained in the tender document. • The tender document and compulsory attachments/supporting documents must be placed in a sealed envelope and externally endorsed with: Tender Number; Description and Closing Date of the Tender. • Tender documents must only be submitted on the tender document issued by Matatiele Local Municipality. • Tender documents must be completed in blank ink only and not re-type the document when filling it.			
MANDATORY DOCUMENTS- FAILURE TO SUBMIT ANYONE OF THEM WILL INVALIDATE YOUR TENDER OFFER.			
•Proof of Central Supplier Database (CSD) registration- a full report printed •Completed of all MBD 3.3, 4 , 5, 6.1, 8 & 9 Forms and its Annexures in full as attached in tender document •Ethics Commitment Form •Authority to sign Form Prices quoted must be firm and must be inclusive of VAT •Joint Ventures Agreement signed by all parties involved. • Letter of good standing with Compensation for Supplier of MLM.			
Transactions in the excess of R10 million (VAT included). All companies which are required by law are required to prepare annual financial statements for auditing, submit audited annual financial			

statements for the past three years or since the date of establishment if established during the past three years.

•Tenders will be evaluated in terms of Matatiele Local Municipality Supply Chain Management •Policy Preferential Procurement Policy Framework Act No.5 of 2000 •Section 217 of the Constitution Act No 108 of 1996

EVALUATION CRITERIA

The Bids will be evaluated on the basis of the Preferential Procurement Policy Framework Act is 80/20 in line with the Preferential Procurement Policy Framework Act (PPPFA) of November 2022.

Only competent bidders who are competent in the advertised work and who have exceeded the minimum functionality threshold will be two phases Phase 1= **Functionality=100 Points** and Phase 2= is 80/20 in line with the Preferential Procurement Policy Framework Act (PPPFA) as amended 16 January 2023. Only bidders who obtain 80 points as a minimum functionality threshold will be evaluated further on 80/20.

Points for functionality will be scored according to the table below: Detailed sub-criterions are contained in the tender document and are binding:

Functionality Criteria	Points
Previous Company Experience	30
Key personnel	60
Indemnity Insurance	10
Total	100

80/20 Evaluation Criteria

Preferential Goals	80/20	Documents required for verification
Maximum Points	20	
Tender Price	80	ID Copy of the owner/director and CSD
1. HDI – Equity ownership	6	CSD, • Proof of municipal accounts or •Proof of residence signed by ward councillor or •Affidavit
2. Youth-Enterprises 0-35 years (MLM)	6	ID Copy of the owner/director and CSD
3. Women – Equity ownership	4	ID Copy of the owner/director and CSD
4. Disability – Equity ownership	2	ID Copy of the owner/director and CSD
5. Rural Enterprises	2	CSD, • Proof of municipal accounts or •Proof of residence signed by ward councillor or •Affidavit
Tender Price	80	
TOTAL	100 POINTS	

TENDER ENQUIRIES

All SCM enquiries relating to this bid must be directed to Ms M. Sabasaba, e-mail: MSabasaba@matatiele.gov.za during office hours (07h30 – 16h00) weekdays. All Technical enquiries relating to this bid must be directed to Mr Gqamane, e-mail: ZGqamane@matatiele.gov.za during office hours

TENDER DISCLAIMER

The Matatiele Local Municipality reserves the right not to appoint a contractor on highest points scored. Value for money, past experience and functionality will be the key determinants of appointment. <i>The Municipality will not make any award to a person or persons working for the state, or failing to possess relevant credentials as stipulated in the tender requirements.</i>

Bidders are warned not to accept any person who requests any amount for award for this bid, it is a scam and fraud, that person must be reported to the nearest police station.

Mrs. N. Zembe Acting Municipal Manager

PART B of (MBD1) 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. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE NEW ENGINEERING CONTRACT (NEC 3) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR 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 TAX COMPLIANCE STATUS (TCS) 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 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. 2.6 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								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> </table> IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO							

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

BID FOR CONTRACT NUMBER: MATAT/2025/2026-33.

I/We, _____ the _____ undersigned:

- a) Bid to supply and deliver to the MATATIELE 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 Scheduled 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, B1, C, D, E, F, H and Annexures should this bid be accepted in whole or in part.
- d) Confirm that this bid may only be accepted by the MATATIELE 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 – PART “F” 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 at this 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 PART "F" attached to this bid document and on acceptance of a bid by the MATATIELE 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 MUNICIPAL ACCOUNT IS PAID IN FULL TO BE ATTACHED

(ARRANGEMENTS MADE WITH COUNCIL WILL BE TAKEN INTO CONSIDERATION).

PART B. 1 BIDDING INFORMATION

Details of person responsible for bidding process

Name: _____

Contact _____ number: _____

Address of office submitting bid:

Telephone: _____

Fax no: _____

E-mail _____ address: _____

3. AUTHORITY TO SIGN

❖ SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

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

OR

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

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

2. COMPANIES AND CLOSE CORPORATIONS

2.1. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly

signed, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

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

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

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorized Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO

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

3. PARTNERSHIP

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

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

Full name of partner	Signature
SIGNED ON BEHALF OF PARTNERSHIP:	DATE:

PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____

(Name of entity) to act as lead consortium partner and further authorize _____ Mr./Ms.

_____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

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

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



Ethics Commitment for Suppliers of the Matatiele Local Municipality

In our dealings with the Matatiele 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 BBBEE 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 Matatiele 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: NZembe@matatiele.gov.za

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 MATATIELE Municipality Bid Adjudication Committee.
- 1.1.3 **“Municipal Manager”** means the Accounting Officer or Municipal Manager of the Municipality
- 1.1.4 **“Committee”** refers to the Bid Adjudication Committee.
- 1.1.5 **“Council”** refers to MATATIELE 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 **“SMMs”** (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 MATATIELE 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 black 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 MATATIELE 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 MATATIELE 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.

- 1.5.1. 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 MATATIELE 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 MATATIELE 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:

PART D: GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:

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

- 1.14 **“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 are in conflict with these general conditions, the special conditions shall apply.

3. General

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

4. Standards

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

5. Use of contract 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 suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods; purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 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 final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, 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.

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 of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5. Training of the purchaser's personnel, at the supplier's Plant and/or on-site, in assembly, start-up, operation, Maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts

manufactured or distributed by the supplier:

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

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

- 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, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation

- 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 calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or
- 22.2. 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.

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 are in 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 deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.
5. Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.
6. All bids with regard to 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 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) Take into account –
 - The general conditions of 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 for auditing, their audited 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 with regard to 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.

2.3 Payment of bid documents

To ensure that only bona fide bidders collect documentation, and to recover printing costs, bid documents will be issued only after payment of the following amounts to the cashier:

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 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,
 - * 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

A fully explanatory site inspection must 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 **10H00** on a date as stipulated on 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 and 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 MATATIELE 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.
-
- 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
- (iv) The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives, points scored for price and / or points scored for functionality if applicable.
- **Very important notice** Bidders must note that only information filled in at the spaces provided therefore 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 lead to delays in the awarding of bids. This includes CV's if not specifically requested**

2.10 Evaluation of bids on functionality and price

- (i) MATATIELE 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, in respect of Bids / offers with an estimated Rand value equal to, or below R50 000 000.00, not exceed 80 points.
- (iii) The total combined points allowed for functionality and price may, in respect of bids with an estimated Rand value above R50 000 000.00, not exceed 90 points.
- (iv) When evaluating bids contemplated in this item, the points for functionality must be calculated for each individual bidder.

- (v) The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further adjudication.
- (vi) 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.
- (vii) The number of points scored for achieving Government's Broad-Based Black Economic Empowerment
- (viii) Objectives must be calculated separately and must be added to the points scored for functionality and price.
- (ix) Only bid with the highest number of points 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 in the Municipality's Bid Bulletin as well as the website

2.13 Cancellation and re-invitation of bids

- (i) In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 000 000.00, the bid invitation must be cancelled.
- (ii) In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50 000 000.00, the bid must be cancelled.
- (iii) In the event that 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.
- (iv) 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 paragraph 50 of the SCM Policy regulation, 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 resolve promptly 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.

MATATIELE LOCAL MUNICIPALITY



TERMS OF REFERENCE

FOR

APPOINTMENT OF PANEL OF FOUR (4) TURNKEY ELECTRICAL SERVICE PROVIDERS (ENGINEERING AND CONSTRUCTION) TO PROVIDE ELECTRICAL SERVICES, INCLUDING ANY WORK REQUIRING PROFESSIONAL ENGINEERING EXPERTISE FOR MATATIELE LOCAL MUNICIPALITY. THE CONTRACT DURATION WILL BE THIRTY-SIX MONTHS (36).

1. BACKGROUND

MATATIELE Local Municipality is one of the fastest growing municipalities in the Alfred Nzo District Municipality in Eastern Cape province. Along with the vast developments taking place in the area, a number of economic activities have been identified and are in control. These activities include Mining, Construction, Tourism, Agriculture and Installation of huge power plants. The municipality is also investing on the upgrade and development of electrical supply in order to align with the growing need catalyzed by the current developments.

Thus, MATATIELE Municipality is looking for four suitably qualified and experienced service providers **to provide Electrical services, including any work requiring professional engineering expertise for Matatiele local Municipality. The contract duration will be thirty-six months (36)**

2. OBJECTIVES

The objective and the approach are to implement the project as a turnkey, to minimize the procurement process of the project by appointing Professional Engineers and competent Contractors to carefully study and comprehensively outline the project scope in order to allow over the same financial year. The prospective turnkey service provider must provide a close estimate of the cost per household. Supervision of work by the contractor forms part of the consultant's scope.

The prospective service providers must form a consortium between Electrical Engineers and reputable contractors with a CIDB grading of 4EP and above.

3. SCOPE OF WORK WITH CONFORMANCE SPECIFICATION REQUIREMENTS

- The appointed Service Provider to study the existing electrical infrastructure of the area in order to identify current challenges and scope to be addressed.
- The appointed Service Provider to conduct a study to determine the best technical approach to implement the project.
- Conduct necessary field-testing to assist in developing the designs. Develop the safest ways against physical injury and dangerous insects and animals including reptiles during clearing of vegetation if need arise. Develop compliance mechanism strategies to be observed by the contractor during excavations, filling and compactions.
- Develop a scoping report, preliminary design report and detailed design report in consultation with the client where each successive phase to be done after approval of the preceding phase by the client.

- Prepare detailed construction drawings and supervise the construction works to the end. Compile a detailed project closure report with as built drawings for client, and maintenance plan.
- Prepare and present monthly progress report to the client.
- All the MV/LV must be constructed in accordance with Eskom distribution standards.
- The service Provider must issue the electrical network after project completion.
- The Service provider must obtain electrical connection from the supply authority.

The Various villages earmarked for electrification in the 2026/27 financial year.

Name of Villages	Quantity
1. Hebrone	163 Households
2. Sijoka	85 Households
3. Mvenyane	200 Households
4. Sijoka	10km Link Line
Total Households planned	448 & 10km Link line

4. TENDER CONDITIONS AND DESCRIPTION OF SERVICES TO BE RENDERED

The prospective Professional Service Provider should perform the following: -

4.1 To perform a necessary field survey for the area in question to be familiar with the existing and type of development taking place.

4.2 To assume overall responsibility for the quality and timeless design of the durable project. Review preliminary design report for consideration and approval by client from such interim conclusions.

3.3 To make sure that the design complies to statutory requirements in South Africa for Electrical network.

4.4 To be responsible for applying best South African procedures including safety aspects in the design and execution of the works.

4.5 To make sure that all supplied construction materials by the appointed contractor must be new and the date of manufacturing must correspond to the year of installation. No substandard work will be allowed.

4.6 To plan, monitor and control the execution of all the work, services, and supplies.

4.7 To be responsible for the quality and completeness of its technical services.

4.8 To attend progress meetings, prepare and submit interim progress reports to client.

4.9 Prepare and submit to the Municipality a works program, estimated cash flow, maintenance and tracking of the actual and planned progress on various project deliverables.

4.10 Ensure the proper monitoring of the quality of work to be carried out by the appointed contractor and provide technical assistance on site as and when required. The professional service provider will in this regard be expected to have a qualified resident engineer to oversee this activity of which such person will be subject to approval by the client.

5. STAKEHOLDER ENGAGEMENT AND BASIC INFORMATION

During the planning and design for the electrical infrastructure installation, it is expected that, the Professional Service Provider will liaise with the client and other stakeholders to ensure that stakeholder view on any other issue regarding the existing electrical network are identified and considered.

5.1 Technical aspects

5.1.1. The prospective Professional Service Provider must be able to address the following: -

- The design and implementation of electrical supply in such a way that it permits access to maintenance and with less inconvenience to the community.
- The proposed materials which will be used should be of higher durability and mechanically strong.

5.2 Guarantees terms

The service provider shall make sure that there are proper procedures in place by the appointed contractor to guarantee the quality and completeness of its work, equipment, supplies, and its compliance with the specifications as issued with the MATATIELE local municipality specification committee.

MATATIELE local municipality will reserve the right to instruct the service provider to appoint an independent agent to carry out quality assurance test for both materials supplied and used. In case of non-compliance with the prescribed specifications, MATATIELE local municipality will stop the payments and instruct the service providers to re-do the work at his/her own expense.

5.3 Language of the proposal

Language of the proposal shall be written in English.

5.4 Currency

All proposals shall be quoted in South African rand (R) and likewise, the contract will be awarded in this currency. Proposals in other currencies will automatically be disqualified.

5.5 Legal aspects

It is expected of the Prospective Professional Service Provider to address the identification of corresponding laws and ordinances available for compliance.

6. AS BUILT DRAWINGS AND CERTIFICATION OF THE WORK

As built drawing of the final work and its associated fittings, components, and any work incorporated into this scope should be prepared and submitted prior to hand over of the project to the client.

7. ALLOCATION OF PROJECTS

During the period of the contract the successful bidders will be required to produce quote/s for each project no work or allocation of project/s is guaranteed to anyone for the duration of the contract.

7.1. DEFAULT AND/OR POOR PERFORMANCE OF THE CONTRACTOR AND TERMINATION OF THE CONTRACT

7.1.1. Should it appear to the Head of the Section/Directorate that the contractor is:

- 7.1.1.1 Not executing the contract in accordance with the true intent and meaning thereof, or
- 7.1.1.2 Not performing satisfactorily, or
- 7.1.1.3 Not performing with accepted industry expertise, or
- 7.1.1.4 Refusing or delaying executing tasks, or
- 7.1.1.5 Should it be found that any laws or other statutory requirements and/or safety regulations are not being complied with, or
- 7.1.1.6 In the event of any other failure of default by the Contractor

Then in any such events the Municipality shall be entitled to cancel the contract and employ other persons at the expense of the contractor, to perform and carry out any work with the contractor fails to do with reasonable skill, diligence.

8. KEY COMPETENCES

8.1 All bidders should be registered with CIDB, minimum of 4EP and above is required.

9. REQUIREMENTS

Notes to Prospective Bidders / Compulsory Submissions:

91. Notes to Prospective Bidders: Compulsory submissions (Failure to submit any of the following will result in disqualification)

- Authority to sign section must be signed and completed in full.
- Copies of ID Documents and all submitted certificates must be certified.
- Attach ISO 9001:2015 / 9000 Certificate
- Professional Certificated Electrical Engineer in terms Engineering Council of South Africa (Valid certificate and be active on the system with a Professional Body)
- Proof of registration with the Department of Labour as an Electrical Company (Attach letter /certificate or Pin) from Department of employment and Labour
- CIDB Registration:4EP and above
- The bid will be evaluated according to the preferential procurement model in the Preferential Procurement the bidders' attention is drawn to Form MBD6.1. Must complete in full.
- Bidders are required to submit Proposed Project Team, their CV's, and qualifications.
- All bidders should complete MBD4, MBD 5, MBD 7, MBD 8, and MBD 9, Ethics Commitment for Suppliers of Matatiele Local Municipality. Letter of Good Standing with Compensation Fund (COID). Submit audited or reviewed annual financial statements for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statement for auditing for bid number.
- All prospective service providers of goods and services and infrastructure procurement are to be registered on Central Database in order to business with all organs of state in the Republic of South Africa.

Bids received after the published closing date will not be considered and will not be opened.

10. EVALUATION CRITERIA

The Bids will be evaluated based on the Preferential Procurement Policy Framework Act is 80/20 and Functionality in line with the Preferential Procurement Policy Framework Act (PPPFA) of November 2022.

The bids will be evaluated in two stages, namely:

- Stage 1 – Functionality
- Stage 2 - Price and Specific goals Points

A bidder that scores less than 80 points out of 100 in respect of “functionality” will be regarded as submitting a non-responsive bid and will be disqualified.

FUNCTIONALITY (100)

EVALUATION CRITERIA	MAXIMUM POINTS	
Experience in turn-key electrification (demonstrated experience in comparable projects) Project Design, Construction Monitoring and Completion by the Engineering Firm (Projects completed -Turnkey projects only). Attach appointment letter for panel appointment and Appointment letter signed by accounting officer appointing the Service Provider from the panel of Service Providers for the completed projects and referral letters on company letter head of previous employer	30	
4 and above completed Projects	30	
2 - 3 Completed Projects	10	
Expertise proposed project team: Team Capability (Qualifications and competence of the key staff (assigned personnel) in relation to the scope of work). Attach C.V with contactable reference, certified Copies of Qualifications and certified copy of identity document must be attached, Organisational company organogram and valid ECSA certificate.		
Professional Status for Individuals directors at least 50% of directors must be registered with ECSA as Pr. Eng ECSA (attach Company Organogram) Qualifications and experience of Directors, attach Curriculum Vitae, Professional Engineer Professional Electrical Engineer with 10 years or above relevant experience – (BSC - Bachelor of Science in Electrical Engineering)	30	
Any member of the design team should have: Labour Intensive Construction Certificate level 7	10	
International Organization for Standardization (ISO) 9001:2015 / 9000 certificate (Verifiable)	10	
Health and Safety Officer (Attach CV and Certified Health & Safety Certificate or Higher) 2 years and above experience= 5 Points	5	
Contracts Manager or Project Manager with National Diploma or Higher in Electrical Engineering (Attach CV and Certified Certificates & SACPCMP Certificate) 5 years and above experience	5	
Indemnity Insurance		

The Tendering entity has Professional Indemnity and Public Liability Insurance cover issued by a reputable insurer in an amount of not less than R5 000 000.00 in respect of a claim without limit to the number of claims. (Attach proof of insurance)	10	
Total	100	

Construction Cost (Excl vat) R 10 000 000.00 (example) Basic fee percentage (refer to Government Gazette –Level 2) Proposed fees (Excl Vat) R					
Item	Activity Description	Unit	Quantity	Rate	Amount
	Normal Services:				
	Inception	%	5		
	Concept and Viability	%	15		
	Design development,	%	20		
	Documentation and Procurement	%	20		
	Contract administration and inspection	%	35		
	Close out	%	5		
1.6	Sub-total A			100	
2	Additional Services:				
2.1	Survey	Sum	1		
2.2	Geotechnical information	Sum	1		
2.3	Environmental issues	Sum	1		
2.4	Occupational Health & Safety duties on behalf of the Employer	Sum	1		
2.4	ISD-Institutional & Social Development	Sum	1		
2.5	Subtotal B				
3.0	Construction monitoring				
3.1	Addition 6 days/month site	Sum	1		

	Monitoring for category C individual for actual duration of the contract				
3.2	Sub-total C				
4.0	Expenses & costs for actual duration of the contract				
4.1	Travel	Sum	1		
4.2	Recoverable expenses	Sum	1		
4.3	Sub-Total D				
4.4	Time basis	hr			
	Sub- Total E				
4.5	Indirect Total (A, B, C,D & E)				
6.0	Direct: Estimated Construction Cost	Sum			
	Detailed BOQ to be developed based on FDP				
6.1	10% Contingencies	Sum			
6.0	TOTAL (Indirect + Direct)				
6.1	Add: VAT (15%)				
	TENDER AMOUNT				

Bids will be awarded points on the following basis:

1. Tender Price	80 points
2. HDI – Equity ownership	6 points
3. Youth-Enterprises 14-35 years (MLM)	6 points
4. Women – Equity ownership	4 points
5. Disability – Equity ownership	2 point
6. Rural Enterprises (MLM)	2 points
TOTAL	100 points

5. INFORMATION

The Tenderers attention is drawn to the fact that if the schedules of this specification are not completed, his tender cannot be adjudicated and may be disqualified.

INSTRUCTIONS TO BIDDERS

PUBLICATION REFERENCE:

In submitting their bid, bidders must respect all instructions, forms, Terms of reference, contract provisions and specifications contained in this bid dossier. Failure to submit a bid containing all the required information and documentation within the deadline specified will lead to the rejection of the bid.

SUBMISSION REQUIREMENTS AND SELECTION CRATERIA:

Bidders are required to submit the following documents (copies must be certified):

- Proof of Company Registration, with CSD
- CIDB Registration: 4 EP
- JV Agreement (if applicable);

The following will apply in all the bids:

- Prices quoted must be firm and must be inclusive of VAT.
- A firm delivery period must be indicated.
- **All quotations submitted are to remain valid for 90 days after the closing date.**
- A signed MBD4,5,6.1,8 & 9 must be submitted with all bids (available on our websites or at the SCM Office);
- **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 the disqualification and where the bidder is registered on the Municipal Database System reference can be made to such document and it is the bidders responsibility to ensure that the document does exist 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 Clearance Certificate**, a submission of the Original Valid Tax Clearance Certificate within 7 days of the final award for the preferred bidder/s will be required and failure to comply will result to the preferred bidder/s to be disqualified as non-responsive.

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 provider 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 document is prohibited.

3. Presentations / Adjudication

3.1 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.

3.2 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 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.

4. Variant solutions

5.1 Any variant solutions will not be taken into consideration.

5. Cession

5.1 No **cession agreement** will be entered to between the municipality and any Service Provider.

PART G NB: NON-COMPLETION OF THIS PAGE WILL RESULT IN BID REJECTION

1. Schedule of Plant and Equipment

The following are **lists of major items of relevant equipment** that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our Tender is accepted.

- a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

- b) Details of major equipment that will be hired, or acquired for this contract if my / our Tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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 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	

TAX CLEARANCE REQUIREMENTS**IT IS A CONDITION OF BIDDING THAT -**

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)" must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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/adjudging authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months 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 any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

.....

.....

Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES / NO**

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

4.1 If yes, furnish particulars

.....
.....

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 Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

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
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

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 (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)
Goal 1- Ownership (Historically Disadvantaged Individuals-HDI)		6		
Goal 2- Youth Ownership 14-35 Years (MLM Enterprises)		6		
Goal 3- Women Ownership		4		
Goal 4-Disability Ownership		2		
Goal 5-Rural Enterprises		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded because 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 - 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)..... in accordance with the requirements and 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 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;
 - Tax clearance certificate;
 - 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 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination.
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the 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 fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	RAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

3.

4.

....

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 Bid 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	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? Persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	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)?	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

Signature

Date

Position

Name of Bidder

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.

PRICING SCHEDULE
(Professional Services)

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

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO INCLUDED)	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES
-------------------------	-------------	--

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 all applicable taxes 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

- 5.1 Travel expenses (within Eastern Cape and within the Alfred Nzo District Municipality, for example rate/km and total km etc.). Only actual costs are recoverable. Proof of the Expenses incurred must accompany certified invoices.

Description of the expenses to be incurred	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....

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

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 the expenses to be incurred	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
.....			R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of the bid.....

6. Estimated man-days for completion of project

7. Are the rates quoted firm for the full period of contract.....*YES/ NO

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



Matatiele Local Municipality

Tender No MATAT/ 2025/2020-33

C2: Pricing Data

C2.1 Pricing assumptions

C.2.1.1 General

C.2.1.1.1 The *Consultant* is paid as per submitted rates (Term Contract) i.e. on a combination of Time Charges (sum of the products for each of the *staff rate* multiplied by the time appropriate to that *rate* properly spent on work in the contract) and a proportion of the lump sum price for each item on the Task Schedule (see Annexure 1) in proportion to the work completed on that item.

C.2.1.1.2 *Expenses* as provided for in the contract are paid in addition to the total of the Time Charges and lump sum prices.

C.2.1.1.3 There is no adjustment to the lump sums for items in the Task Schedule if the amount, or quantity, of work within that activity later turns out to be different to that which the *Consultant* estimated at the time that the Task Schedule was accepted by the *Employer*. The only basis for a change to the lump sum prices is as a result of a compensation event (See Clause 60.1).

C.2.1.2 Staff rates

C.2.1.2.1 The *staff rates* are the prices charged for staff including:

- a) all the costs to the Consultant including total annual cost of employment, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical, IT support and secretarial staff used to support professional and technical staff in general and not on a specific project only;
- b) the time and costs expended in travelling to and from a site, meetings or any other activity associated with the provision of the service,
- c) non-recoverable expenses;
- d) all protective clothing and all standard equipment such as office furniture, copiers, plotters, computers and software used to perform the services; and
- e) profit.

C.2.1.2.2 The total annual cost of employment is the total amount borne by the consultant in respect of the employment of a staff member per year comprising basic salary and fringe benefits not reflected in the basic salary, including:

- a) normal annual bonus,
- b) consultant's contribution to medical aid, unemployment insurance fund, pension or provident fund,
- c) group life insurance premiums borne by the consultant; and
- d) all other benefits or allowances payable in terms of a letter of appointment excluding any share of profit and payment for overtime.

C.2.1.2.3 The *staff rates* for staff whose hourly or monthly rate is based on the total annual cost of employment shall not exceed the *staff rate* for category A.

C.2.1.2.4 All staff that are deployed on a full time basis shall be remunerated in terms of *staff rate C*.

C.2.1.2.5 The rate per month shall include all leave taken in accordance with the letter of appointment and non-working days.

C.2.1.2.6 Site allowances for construction monitoring staff should be included in the total annual cost of employment if stated in the letter of appointment.

C.2.1.2.7 The staff rates exclude VAT.

C.2.1.3 Expenses

C.2.1.3.1 The *expenses* that may be paid to the *Consultant* are as stated in the Contract Data. All other cost to the Consultant associated with Providing the Services is included within the staff rates.

Construction Cost (Excl vat) R 10 000 000.00 (example) Basic fee percentage (refer to Government Gazette –Level 2) Proposed fees (Excl Vat) R					
Item	Activity Description	Unit	Quantity	Rate	Amount
	Normal Services:				
	Inception	%	5		
	Concept and Viability	%	15		
	Design development,	%	20		
	Documentation and Procurement	%	20		
	Contract administration and inspection	%	35		
	Close out	%	5		
1.6	Sub-total A			100	
2	Additional Services:				
2.1	Survey	Sum	1		
2.2	Geotechnical information	Sum	1		
2.3	Environmental issues	Sum	1		
2.4	Occupational Health & Safety duties on behalf of the Employer	Sum	1		
2.4	ISD-Institutional & Social Development	Sum	1		
2.5	Subtotal B				
3.0	Construction monitoring				
3.1	Addition 6 days/month site Monitoring for category C individual for actual duration of the contract	Sum	1		
3.2	Sub-total C				

4.0	Expenses & costs for actual duration of the contract				
4.1	Travel	Sum	1		
4.2	Recoverable expenses	Sum	1		
4.3	Sub-Total D				
4.4	Time basis	hr			
	Sub- Total E				
4.5	Indirect Total (A, B, C,D & E)				
6.0	Direct: Estimated Construction Cost	Sum			
	Detailed BOQ to be developed based on FDP				
6.1	10% Contingencies	Sum			
6.0	TOTAL (Indirect + Direct)				
6.1	Add: VAT (15%)				
	TENDER AMOUNT				

11. INFORMATION

The Tenderers attention is drawn to the fact that if the schedules of this specification are not completed, his tender cannot be adjudicated and may be disqualified.

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 LLM or any other party for the Project, either alone or in collaboration with a third party.

Authorized Signature Lead Partner

Name

Designation

Signed at..... on

Authorized Signature of 2nd Partner.....

Name

Designation

Signed at..... on

Authorized 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.)**