

LEPELLE-NKUMPI LOCAL MUNICIPALITY



BID DOCUMENT

BID NO. LNM012/2022/23

RESEALLING OF INTERNAL STREET ZONE A WARD 18

TECHNICAL ENQUIRIES	BIDDING RELATED ENQUIRIES
Mr. Monaga Ngwako LEPELLE-NKUMPI LOCAL MUNICIPALITY P/BAG X 07 CHUENESPOORT 0745 Tel: (015) 633 4560 Fax: (015) 632 4594	SUPPLY CHAIN MANAGEMENT Mr. Ramuhulu Rudzani LEPELLE-NKUMPI LOCAL MUNICIPALITY P/BAG X 07 CHUENESPOORT 0745 Tel: (015) 633 4531/4505 Fax: (015) 633 6896

NAME OF BIDDER (BIDDING ENTITY) :

CSD NUMBER :

CLOSING DATE : **20 FEBRUARY 2023**

CLOSING TIME : 11H00

THE TOTAL OFFERED BID PRICE _____ (VAT INCLUSIVE)

SCHEDULE OF CONTENTS

FORM "A"	BID NOTICE AND INVITATION TO BID (MBD 1)
FORM "B"	BID SPECIFICATION
FORM "C"	PRICING SCHEDULE
FORM "D"	RESPONSIVENESS AND EVALUATION CRITERIA
ANNEXURE "A"	PRICING SCHEDULE-FIRM PRICES (MBD 3.1)
ANNEXURE "B"	DECLARATION OF INTEREST (MBD 4)
ANNEXURE "C"	PREFERENTIAL PROCUREMENT REGULATION FORM (MBD 6.1)
ANNEXURE "D"	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT (MBD 6.2)
ANNEXURE "E"	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)
ANNEXURE "F"	CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)
ANNEXURE "G"	GENERAL UNDERTAKINGS BY THE BIDDER
ANNEXURE "H"	GENERAL CONDITIONS OF THE CONTRACT
ANNEXURE "I"	SPECIAL CONDITIONS OF CONTRACT (IF ANY)

BID NOTICE
RESEALLING OF INTERNAL STREET ZONE A WARD 18

Bid documents containing the Conditions of Bid can be downloaded and printed for free from Municipal website and eTender portal.

The completed Bid document, fully priced and signed must be sealed in an envelope marked "BID number" should be deposited in the tender box at the Lepelle-Nkumpi Municipality Civic Centre, Lebowakgomo, not later than **11:00 on 20 FEBRUARY 2023**

The Lepelle-Nkumpi Municipality is not compelled to accept the lowest or any bid. No late, faxed or telephonic bids will be accepted. The Council also reserves the right to negotiate further conditions and requirements with the successful bidder.

The Municipality shall adjudicate and award bids in accordance with the Preferential Procurement Policy Framework Act, 5/2000 and its amended regulations, **80/20 point system where 80 points are for price and 20 points for B-BBEE Level of contribution and 100 Points Functionality**, and prospective bidders must accept that the bid price will be adjudicated, according to the said legislation. Bids will remain valid for **90 (Ninety)** days.

Enquiries related to Technical specifications should be addressed to **Mxolisi Bembe/Ngwako Monaga** on telephone number (015) 633 4556/4560

MONYEPAO MA
MUNICIPAL MANAGER

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LEPELLE NKUMPI MUNICIPALITY					
BID NUMBER:	LNM012/2022/23	CLOSING DATE:	20 FEBRUARY 2023	CLOSING TIME:	11H00
DESCRIPTION	RESEALLING OF INTERNAL STREET ZONE A WARD 18				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX					

SITUATED AT (*STREET ADDRESS*)

LEPELLE-NKUMPI MUNICIPALITY					
UNIT 170 BA, CIVIC CENTRE					
LEBOWAKGOMO					
0737					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE	R.....
SIGNATURE OF BIDDER	DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Lepelle Nkumpi Local Municipality	CONTACT PERSON	Mr. Monaga Ngwako
CONTACT PERSON	Ramuhulu Rudzani	TELEPHONE NUMBER	015 633 4560
TELEPHONE NUMBER	015 633 4531/4505	FACSIMILE NUMBER	(015) 633 6896
FACSIMILE NUMBER	(015) 633 6896	E-MAIL ADDRESS	Ngwako.monaga@lepelle-nkumpi.gov.za
E-MAIL ADDRESS	rudzani .ramuhulu@lepelle-nkumpi.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | | | | |
|--|-----|--------------------------|----|--------------------------|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

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

DATE:

BID SPECIFICATION

SPECIFICATION ON THE RESEALLING OF INTERNAL STREET ZONE A WARD 18

SCOPE OF WORK

RESEALING OF ROADS SPECIFICATION

1. SCOPE

The specification covers the preparation of road and street surfaces by means of base repairs, pot holes repairs, recycling of subbase, base layer using 2-3% of cement and sealing using continuously graded asphalt

- (1) Subsequently usage of Prime and Tac coat
- (2) Installation of storm water pipe culverts, kerb-inlets, junction box and manhole
- (3) Storm water channel opening and cleaning
- (4) Installation of road sign
- (5) Continuously graded medium Type IVa hot premix surfacing using 80/100 pen grade bitumen at 30mm thickness
- (6) Roadmarking
- (7) cleaning

2. WORK TO BE DONE

The work to be done includes the furnishing of all materials, plant, labour and equipment required sweeping of road surfaces, the spraying of herbicide and the mixing and spreading of bitumen emulsion slurry on streets.

3. ACCOMMODATION OF TRAFFIC

The Contractor shall so arrange and conduct his operations as to cause the least possible inconvenience to public traffic either by road or by providing alternative route by means of detour sign or relatively temporary guide road sign.

During the period of construction of the works, the contractor shall be responsible for the safe and easy passage of pedestrians, animal-drawn traffic and vehicular traffic, through or over all sections of public and private roads and access to premises which may be interfered with by his operations.

The Contractor shall at his own expense provide flagmen and watchmen and shall further provide, erect and maintain such directional and danger signs, barriers and lights, all as may be required by law or the Chief Traffic Officer or by the Municipal Manager.

Nothing contained herein shall be construed as relieving the Contractor in any manner or degree of the responsibility and obligation of ensuring the safety of the public.

Under certain special circumstances the Municipal Manager may, after consultations with the Traffic Department, permit the Contractor to close a road to through the traffic or to partially close a road so that traffic may proceed in one direction only. If the Municipal Manager's permission is obtained, the contractor shall agree with the Municipal Manager on the approximate date on which such road is to be closed or partially closed. The Municipal Manager will then arrange to have a notice of the Lepelle Nkumpi Local Municipality's intention to close or partially close the road, inserted in the local newspapers, stating the exact date on which traffic on such road will be interfered with. The Contractor shall close or partially close the road and commence operations in such road on the date stated in the public notice and at a time determined by the Municipal Manager.

Where a road will be interfered with or partially obstructed by the Contractor's operations, but will not be closed to traffic, the Contractor shall give at least seven (7) days notice to the Municipal Manager, and the Chief Traffic Officer of the date on which his operations in such road are to commence. The Municipal Manager will decide on the width of the roadway or access which is to be kept clear and the Contractor shall ensure that such clear width is not obstructed by his plant, spoil, rubbish or materials of any description. Where spoil has become spread over the clear roadway, it shall immediately be replaced on the main heaps. Spoil shall be placed so as not to interfere with the drainage of the road surface. An adequate footway must be kept clear at all times.

4. PLANT

The plant, equipment and tools to be used by the Contractor in the execution of the works shall be of good quality, should design and modern manufacture of such a type and character as will afford proper facilities for carrying out the work required expeditiously and in a workmanlike manner and shall be maintained in a state of efficiency and shall be suitable for the purpose for which it is to be used.

The engineer shall have the right at any time during the progress of the contract to inspect and test the plant, equipment and tools as to the efficiency and suitability and shall have the power to order any of the plant which he considers inefficient and unsuitable, to be rejected and removed from site. Such plant shall be removed immediately and efficient and suitable plant shall be substituted by the contractor at his own expense on receipt of such order. The contractor shall ensure that all safety requirements are strictly adhere to at all times.

5 MATERIALS

The Contractor may obtain material from any source of supply provided that test results show the material to be satisfactory and the written authority of the Engineer is first obtained. The

Engineer may request the submission of samples by the Contractor and at the Contractor's expense, of the material the contractor intends using, for testing by an independent laboratory.

The Engineer may from time to time instruct the contractor to submit further samples from approved sources of supply in order to ensure that the quality of the material from such sources is still up to standard. The Engineer may instruct the contractor to cease obtaining material from any source of supply which is no longer considered satisfactory by the Engineer.

Regular tests on the material and the mixed slurry will be carried out by the Engineer and he may instruct that any material or slurry not considered satisfactory, be replaced with satisfactory material or slurry at the contractor's expense.

(a) Mineral Filler

The mineral filler used shall consist of Portland cement conforming to SABS 471.

(b) Water

Potable water shall be used in the mix.

6. PREPARATION OF ROAD SURFACE

The surface to be treated shall be thoroughly cleaned before any emulsion is spread thereon. All loose stone chippings, sand, debris, vegetation, etc., shall be removed.

An item has been included to allow for the cleaning of and removal from site of abnormal debris, which shall be ordered and agreed upon, in writing, by the Engineer or his representative.

The contractor shall spray, at his own expense, all grasses and weeds within the area to be slurred with an approved herbicide. This shall be applied at least 1 week before the Resealing operation.

7. PROTECTION OF EXISTING SERVICES

Manhole covers, other services covers, kerbs and channels shall be protected by adhesive paper or other suitable means and this shall be removed when the emulsion has set. The Contractor shall be required to locate and clean all of the above mentioned services on completion of the work, to the satisfaction of the Engineer

Longitudinal joints shall be carefully overlapped to avoid lean strips which shall immediately be rectified if necessary. Edges of slurry surfacing shall present clean straight lines along the line of kerbs, channels or edges of the road.

9 PROTECTION OF PRIMED SURFACES

Traffic shall be kept off the primed surface until the primed has cured to the stage at which there will be no pick-up under traffic. The contractor shall provide and maintain sufficient "road closed" boards and other signboards together with an adequate supply of beacons and flagmen for this purpose.

10 MEASUREMENT AND PAYMENT

The unit of measurement for the prime shall be taken as square metres (m²) of and spread.

The tendered rate per square metre of primed tack coat seal shall include for the supply of all materials, plant, transport and labour for the preparation of the road surface and the supply and application of herbicide, for the mixing and spreading of the prime and tack coat, for the provision of signboards and guide beacons and flagmen and for every other operation implied in the clauses of this specification.

11 PROTECTION OF MATERIAL STOCKPILE AND PLANT STORAGE AREAS

The contractor shall make application to the Engineer for the approved material stockpile and plant storage areas. Storage areas shall be left in a similar condition or to that prior to the commencement of the contract. All loose stones shall be raked up and bitumen and diesel spills cleaned to the satisfaction of the Engineer.

12 POTHOLE REPAIR

a) Method and Procedure

- Remove existing material to a minimum depth of 150mm below existing road surface in a rectangular pattern
- Sweep area to be primed with a bass broom and remove any loose material, and fill hole with G4 natural gravel up to 50 mm from top and compact.

Prime the prepared area including the vertical edges of the existing surface as follows:

- If very dry, slightly dampen area to be primed
- Use block brush to apply Cationic 60% Spray Grade Emulsion on bottom, sides and 100mm around existing top surface
- Place hot asphalt (Type IV A mix) to approximately 30mm above the existing surface and compact to conform to the level of the existing road surface.
- Add asphalt and compact where low spots occur
- Cart spoil to designated tip site

b) Measurement and Payment

1) Pothole Repair

Square Metre (m²)

The unit of measurement shall be a square meter of pothole repaired

- 2) The tendered rate shall include full compensation for all Preliminary and General items, Site establishment, labour, plant and equipment, handling and transport, providing all material, demarcation, excavating in all types of materials, backfilling and compacting to specification, prime and surface reinstatement according to specification and disposal of spoil material to designated tip site.

15. SURFACE REPAIR.

a) Method and Procedure

- All excavations shall be rectangular and neat along the lines demarcated by the Engineer
- The existing surface shall be removed to a depth of 50mm
- The exposed area shall be brushed and cleaned of all loose material
- The exposed and vertical cutting faces shall be primed with Cationic 60% Spray Grade Emulsion and 100mm around existing top surface
- Hot asphalt (Type IV A) shall be placed and compacted to conform with the level of the existing road surface
- Cart spoils to designated tip site.

b) Measurement and Payment

1) Surface repair

Square Metre (m²)

The unit of measurement shall be a square metre of surface repair done

- 2) The tendered rate shall include full compensation for all Preliminary and General items, Site establishment, labour, plant and equipment, handling and transport, providing all materials, demarcation, excavating in all types of material, backfilling and compacting to specification, prime and surface reinstatement according to specification and disposal of spoil material at a designated tip site.

Form "C"

PRICING SCHEDULE

SCHEDULE OF QUANTITIES

NB TENDERERS MUST COMPLETE THE SCHEDULE OF QUANTITIES IN BLACK INK

SANS 1200 A - GENERAL

SECTION 1200 A

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SANS 1200 A	1	<u>GENERAL</u>				
8.3	1.1	Scheduled fixed-charge and value-related items:				
PSA 8.3.1	1.1.1	Contractual Requirements	sum	1		
PSA 8.3.2	1.1.2	Establishment of Facilities on Site(for both layer work and Resealing team)				
8.3.2.1	1.1.2.1	Facilities for Engineer				
		a) Furnished office (1 No.)	sum	1		
		b) Telephone	sum	1		
		c) Nameboard	sum	1		
		d) Survey assistants and equipment	sum	1		
8.3.2.2	1.1.2.2	Facilities for Contractor				
		a) Offices and storage sheds	sum	1		
		b) Workshops	sum	1		
		c) Laboratories	sum	1		
		d) Tools and equipment	sum	1		
		e) Ablution and latrine facilities	sum	1		
		f) Water supplier, electric power and communications	sum	1		

8.3.3	1.1.3	g) Plant (to be identified by the contractor for layerwork)	sum	1		
		Other fixed charge obligations: Contractor to submit details:				
		a).....	sum	1		Rate Only
1200 A	Carried forward					

SANS 1200 A - GENERAL

SECTION 1200 A

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		Brought forward				
8.3.4	1.1.4	Removal of Site Establishment and camp on completion(for both layerwork)	sum	1		
8.4	1.2	Scheduled time-related items:				
PSA 8.4.1	1.2.1	Contractual requirements	mnth	3		
8.4.2	1.2.2	Operation and maintainance of facilities on site, for duration of construction, except where otherwise stated				
8.4.2.1	1.2.2.1	Facilities for Engineer				
		a) Furnished office (1 No.)	mnth	3		
		b) Telephone	mnth	3		

8.4.2.2	1.2.2.2	c) Nameboards (1 No.)	mnth	3	
		d) Survey assistants and materials	mnth	3	
		Facilities for Contractor			
		a) Offices and storage sheds	mnth	3	
		b) Workshops	mnth	3	
		c) Laboratories	mnth	3	
		d) Tools and equipment	mnth	3	
		e) Ablution and latrine facilities	mnth	3	
		f) Water supplier, electric power and communications	mnth	3	
		g) Plant (to be identified by the contractor)	mnth	3	
1200 A	Carried forward				

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		Brought forward				
8.4.3	1.2.3	Supervision for duration of construction	mnth	3		Rate Only
8.4.4	1.2.4	Company and Head Office Overhead Costs for the duration of the contract	mnth	3		
8.4.5	1.2.5	Other time related obligations - contractor to submit details:				
		a).....	mnth	1		
PSA 8.5	1.3	Sums stated provisionally by the Engineer:				
	1.3.1	For work to be executed by the contractor and valued in terms of the "valuation of variations" clause in the conditions of contract	sum	1	30000	
	1.3.2	Charge required by Contractor on subitem 1.4.1 above	%	30000	%	
PSA 8.6	1.4	Prime Cost Sums:				
	1.4.1	Additional tests required by the Engineer	PC Sum	1	40000	
	1.4.2	Charge required by Contractor on subitem 1.4.1 above	%	40000	%	
	1.4.3	Housing for Engineer's representative	PC Sum	1	21000	
	1.4.4	Charge required by Contractor on subitem 1.4.3 above	%	21000	%	

1200 A	Carried forward					

SANS 1200 A - GENERAL
SECTION 1200 A

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		Brought forward				
	1.4.5	Community Liaison Officer remuneration	PC Sum	3	5000	R 15 000.00
	1.4.6	Charge required by Contractor on subitem 1.4.5 above	%	5000	%	
	1.4.7	PLC team remuneration	PC Sum	3	2500	R 7 500.00
	1.4.8	Charge required by Contractor on subitem 1.4.7 above	%	2500	%	
	1.4.9	Borrow pit/construction water Area compensation	PC Sum	1	12000	R 12 000.00
	1.4.10	Charge required by Contractor on subitem 1.4.9 above	%	12000	%	
PSA 8.7	1.5	Dayworks (Provisional)	hr	1		Rate only
PSA 8.8	1.6	Temporary Works				
PSA 8.8.2	1.6.1	Accommodation of traffic				

	1.6.1.1	Provide and maintain access roads temporary road sign and adjacent streets including reinstatement of roads on completion the works	sum	1		
1200 A	Carried forward					

SANS 1200 A - GENERAL

SECTION 1200 A

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		Brought forward				
PSA 8.8.4	1.6.2	Location and protection of existing services:				
	1.6.2.1	Provision of detecting devices for:				
	1.6.2.1.1	Electrical poles and other cables	sum	1		
	1.6.2.2	Hand excavation necessary for locating and exposing existing services in all materials:				
	1.6.2.2.1	In roadways	m ³	5		
	1.6.2.2.2	In all other areas	m ³	8		
PSA 8.9	1.7	Compensation in terms of subsubclause 57(4)(b)(ii) for delays due to the circumstances described in Subclauses 57(1) and (2) of the General Conditions of Contract, as amended	days	10		

PSA 8.10	1.8	Compliance with OHS Act and Regulations (including the Construction Regulations, 2003)	sum	1		
	1.9	Training of unskilled and semi-skilled workers by accredited institutions				
	1.9.1	Accredited Training	PC Sum	1	60000	
	1.9.2	Charge required by Contractor on subitem 1.9.1 above	%	60000	%	
TOTAL SECTION 1200 A CARRIED TO SUMMARY						

SANS 1200 C - SITE CLEARANCE

SECTION 1200 C

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SANS 1200 C	2	<u>SITE CLEARANCE</u>				
PSC 8.2.1	2.1	Clear and grub:(inclusive to weedkilling)				
	2.1.1	Road 1 set of all 9 bellmouth kerb inlet	m ²	450		
	2.1.2	Existing stormwater kerb inlets area	m ²	134		
8.2.2	2.2	Remove and grub small trees and tree stumps of girth:				

	2.2.1	Over 1,0 m and up to and including 2,0m	No.	1	Rate only
8.2.5	2.3	Take down existing fences	km	1	Rate only
8.2.9	2.4	Transport materials and debris to unspecified Site and dump up to 5km	m³.km	2100	
PSC 8.2.7	2.5	Dismantle and remove:			
	2.5.1	Remove existing concrete channel			
	2.5.1.1	up to 150mm thick	m	80	
	2.5.1.2	applying weed roots killer and attached corformation pest control guarantee certificate	m²	180	
	2.6	Movement of services	sum	1 0	
	2A	STORMWATER FROM EXISTING KERB INLETS			
PSC 8.2.4	2A.1	Clean up the existing blocked inlets	m	135	
PSC 8.2.7	2A.2	Remove the existing blocked concrete pipes ,clean and re-installation thereof	m	200	
	2A.3	Remove the existing interlocking paving blocks and store to be re-used for surfacing after .	m²	50	
PSGE 8.2.4	2A.4	Replace concrete covers for 13 kerb inlets	sum	1	
	2A.5	laying of 80mm interlocking paving block	m²	60	
	TOTAL SECTION 1200 C CARRIED TO SUMMARY				

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SANS 1200 DB	3	<u>EARTHWORKS (PIPE TRENCHES)</u>				
	3.1	<u>TRENCHES FOR STORMWATER PIPES</u>				
PSDB 8.3.2	3.1.1	Excavate in all materials for trenches, backfill, compact and dispose of surplus material :				
	3.1.1.1	600mm dia pipes for depths over 1.0m up to 2.0m				
	3.1.1.1.1	Road 1	m ³	70		
	3.1.1.1.2	stormwater kerb inlets	m ³	30		
	3.1.1.2	750mm dia pipes for depths over 1.0m up to 2.0m				
	3.1.1.2.1	Road 1	m ³	70		
	3.1.1.2.2	Existing stormwater kerb inlets	m ³	20		
PSDB 8.3.2	3.1.2	Extra over item 142.11 above for:				
	3.1.2.1	Intermediate excavation				
	3.1.2.1.1	Road 1 for all pipes	m ³	20		
	3.1.2.2	Hard Excavations				
	3.1.2.2.1	Road 1 for all pipes	m ³	35		
1200 DB	Carried forward					

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		Brought forward				
PSDB 8.3.2	3.1.2.3	Boulder Excavations				
	3.1.2.3.1	Road 1 for all pipes	m ³	10		
	3.1.2.3.3	Existing stormwater kerb inlets	m ³	30		
	3.1.3	Excavate for stormwater inlet and outlet structures in all materials, irrespective of depth and backfill				
PSDB 8.3.3	3.1.3.1	Road 1	m ³	30		
	3.1.3.2	Existing stormwater kerb inlets	m ³	30		
	3.1.3.4	Excavate open drains in all materials	m ³	600		
	3.1.4	Excavation ancillaries:				
	3.1.4.1	Make up deficiency in backfill material:				
	3.1.4.1.1	By importation from stockpile	m ³	25		
	TOTAL SECTION 1200 DB CARRIED TO SUMMARY					

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SANS 1200 DM	4	<u>EARTHWORKS (ROADS, SUBGRADE)</u>				
8.3.2	4.1	Preparation of Site:				
	4.1.1	Remove 300mm of existing road layers and stockpile to be used as selected where required or use for cement stabilization.				
	4.1.1.1	Road 1	m ³	30		
	4.1.1.3	Remove the existing road layers for stormwater pipes and backfill to match the existing road layerworks.	m ³	50		
	4.3.1	Import G6/G7 selected fill material from stockpile, compact to layers not exceeding 150mm thickness to 98% MOD AASHTO density.				
	4.3.1.1	Road 1	m ³	50		
1200 DM	Carried forward					

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		Brought forward				
PSDM 8.3.6	4.4	Extra over items 5.1 for excavating and breaking down material in:				
	4.4.1	Intermediate excavation	m ³			
	4.4.1.1	Road 1	m ³	86		
	4.4.2	Hard excavation	m ³			
	4.4.2.1	Road 1	m ³	30		
	4.4.3	Boulder excavation, class A	m ³			
	4.4.3.1	Road 1	m ³	35		
PSDM 8.3.12	4.5	Overhaul:				Rate Only
	4.5.1	Limited overhaul	m ³	1		
PSDM 8.3.14	4.6	Borrow pits:				
	4.6.1	Opening up and closing down of borrow pit	sum	1		
	TOTAL SECTION 1200 DM CARRIED TO SUMMARY					

SANS 1200 LB - BEDDING (PIPES)

SECTION 1200
LB

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SANS 1200 LB	5	<u>BEDDING (PIPES)</u>				
	5.1	<u>BEDDING FOR STORMWATER PIPES</u>				
8.2.1	5.1.1	Provision of bedding from trench excavations backfill with material excavated from trenches:				
	5.1.1.1	600mm diameter pipes				
	5.1.1.1.1	Road 1	m ³	80		
	5.1.1.1.2	Existing stormwater kerb inlets	m ³	30		
	5.1.1.2	750mm dia pipes				
	5.1.1.2.1	Road 1	m ³	80		
	5.1.1.2.2	Existing stormwater kerb inlets	m ³	30		
PSLB 8.2.2	5.1.2	Supply only of bedding by importation From other necessary excavations Bedding cradle of selected granular material placed and compacted to 90% Mod. AASHTO density:				
	5.1.2.1	600mm diameter pipes				
	5.1.2.1.1	Road 1	m ³	20		
	5.1.2.1.3	Existing stormwater kerb inlets	m ³	10		
	5.1.2.2	750mm dia pipes				
	5.1.2.2.1	Road 1	m ³	25		
	5.1.2.2.3	Existing stormwater kerb inlets	m ³	10		
1200 LB	Carried forward					

SANS 1200 LB - BEDDING (PIPES)

SECTION 1200
LB

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		Brought forward				
	6.1.3	Supply only of bedding by importation From other necessary excavations Selected fill blanket to be compacted to 90% Mod. AASHTO density.				
	6.1.3.1	600mm diameter pipes				
	6.1.3.1.1	Road 1	m ³	30		
	6.1.3.1.2	Existing stormwater kerb inlets	m ³	20		
	6.1.3.2	750mm dia pipes				
	6.1.3.2.1	Road 1	m ³	30		
	6.1.3.2.2	Existing stormwater kerb inlets	m ³	20		
	TOTAL SECTION 1200 LB CARRIED TO SUMMARY					

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SANS 1200 LE	7	<u>STORMWATER DRAINAGE</u>				
8.2.1	7.1	Supply and lay pipe culverts on class C bedding:				
	7.1.1	Type SC 75-D-load pipes with interlocking joints:				
	7.1.1.1	600 mm diameter pipe				
	7.1.1.1.1	Road 1	m	40.00		
	7.1.1.2	750mm dia pipes				
	7.1.1.2.1	Road 1	m	40.00		
	7.1.1.3	provisional sum for stormwater control	provisional sum			R 75 000.00
PSLE 8.2.8	7.2	Supply and install junction boxes				
	7.2.2	1200mm x 950mm junction boxes				
	7.2.2.1	Road 1	No.	4		
1200 LE	Carried forward					

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		Brought forward				
8.2.8	7.3	Supply and install catchpits:				
	7.3.1	Kerb inlets:				
	7.3.1.1	Length 5 m				
	7.3.1.1.1	Road 1	No.	2		
SANS 1200 G	7.4	STORMWATER FROM EXISTING KERB INLETS				
8.2	7.4.1	Scheduled formwork items:				
8.2.1	7.4.1.1	Smooth	m ²	20		
8.3	7.4.2	Scheduled reinforcement items:				
8.3.1	7.4.2.1	Mild steel	t	1		Rate Only
	7.4.2.2	High-tensile steel	t	1		Rate Only
8.3.2	7.4.2.3	High-tensile welded mesh, ref no 888	m ²	16		
8.4	7.4.3	Scheduled concrete items:				
8.4.2	7.4.3.1	Blinding layer in:				
	7.4.3.1.1	Grade 10 concrete, minimum thickness 75 mm For inlet and outlet slabs with wingwall and headwalls	m ²	10		
8.4.3	7.4.3.2	Strength concrete:				

8.4.4	7.4.3.2.1	Class 28MPa/19mm concrete for Headwalls, Wingwalls with inlet and outlet structures.	m ³	10		
	7.4.3.3 7.4.3.3.1	Unformed surface finishes: Wood-floated finish	m ²	15		
TOTAL SECTION 1200 LE CARRIED TO SUMMARY						

SANS 1200 MF - BASE

SECTION 1200 MF

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SANS 1200 MF	9	<u>BASE</u>				
	9.1.1.1	Recycling of surfaced road together with Base and subbase (200mm) layer with 3% of 42.5N Lafarge Road Cement to achieve a C3, COMPACTED TO 98 MOD AASHTO	m ³	592		
8.3.8	9.2	Stabilizing agent:				
	9.2.1	Lafarge road cement				
PSMF 8.3.9	9.2.1.1	Road 1	t	25.00		
	9.3	Overhaul:				
	9.3.1	Limited overhaul	m ³	1		Rate Only
TOTAL SECTION 1200 MF CARRIED TO SUMMARY						

SANS 1200 MH - ASPHALT BASE AND SURFACING

SECTION 1200
MH

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SANS 1200 MH	10	<u>ASPHALT BASE AND SURFACING</u>				
8.5.1	10.1	Prime coat:				
	10.1.1	Prime coat of tar prime grade RTH 3/12P at the nominal rate of 0.8l/m ²				
	10.1.1.1	Road 1	m ²	2960		
8.5.3	10.2	Tack coat:				
	10.2.1	30% stable-grade emulsion				
	10.2.1.1	Road 1	m ²	13320		
8.5.4	10.3	Asphalt surfacing:				
	10.3.1	30mm thick Continuously graded medium asphalt 80/100 bitumen binder				
	10.3.1.1	Road 1	t	986.66667		
8.5.5	10.4	Variations in quantities of prime, curing and tack coats, and bituminous binders:				
	10.4.1	RTH 3/12P or RTL 3/12P tar prime	litre	1		Rate Only
	10.5	STORMWATER FROM EXISTING KERB INLETS				
PSMJ 8.2.2	10.5.1	Construction of paving complete	m ²	60		
	TOTAL SECTION 1200 MH CARRIED TO SUMMARY					

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SANS 1200 MK PSMK 8.2.1	11	<u>KERBING AND CHANNELLING</u>				
	11.1	Precast concrete kerbing:				
	11.1.1	Lay precast kerbs of type SABS 927 fig 8b on class 15/19 concrete haunching				
	11.1.1.1.1	Road 1	m	100		
	11.1.1.2	Radius over 20 m and straight sections				
	11.1.1.2.1	Road 1	m	100		
	11.1.2	400mm wide x 400mm deed edge beams				
	11.1.2.1	Road 1	m	400		
	11.1.3	Continuous 15 Mpa insitu concrete backing				
	11.1.3.1	Road 1	m ³	1		
	TOTAL SECTION 1200 MK CARRIED TO SUMMARY					

SANS 1200 MM - ANCILLARY ROADWORKS

SECTION 1200
MM

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SANS 1200 MM	12	<u>ANCILLARY ROADWORKS</u>				
8.3	12.2	<u>PERMANENT ROAD SIGNS</u>				
8.3.1	12.2.1	Sign faces with galvanized background, painted symbols, characters, legends and borders with signboard constructed from:				
	12.2.1.1	Sheet steel, (1,6 mm thick), of area Up to 2 m ²	m ²	45		
8.3.3	12.2.2	Sign supports:				
	12.2.2.1	Timber, 100mm dia and 2,7m lengths treated poles, complying with 3.2.10	No.	18		
	12.2.2.2	Steel tubing, 75mm dia and 3,6m length galvanised pole	No.	16		Rate Only
8.3.4	12.2.3	Excavation and backfilling and concreting for sign supports:				
	12.2.3.1	Compacted backfilling in layers of 100mm with 1:12 cement soil mixture	m ³	1		
1200 MM	Carried forward					

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		Brought forward				
8.4	12.3	<u>ROAD MARKINGS</u>				
8.4.1	12.3.1	Proprietary brand road marking material applied at nominal rate of 0,42 litre/m²:				
	12.3.1.1	White lines (broken or unbroken):				
	12.3.1.2	100 mm wide	km	2		
	12.3.1.3	White characters and symbols	m²	120		
8.4.2	12.3.2	Variation in rate of application from that stated in items 12.3.1:				
	12.3.2.1	White paint	litre	50		
8.4.4	12.3.3	Setting out and premarking				
	12.3.3.1	Lines (excluding traffic island markings, characters and symbols)	km	2		

	12.4	Construct speed humps at the indicated chainages according to detail provided in drawings of 2.5 ton per speedhump, The construction must include all labour, materials, signs (2speedhump ahead warning signs ahead & 2 x200x800 dangerplate attached to 2 x1,8m wooden poles per speedhump) and paint markings complete to detail.(2,3 m3 asphalt per speedhump)				
	12.4.1	Speed humps	No.	4		
	TOTAL SECTION 1200 MM CARRIED TO SUMMARY					

SUMMARY OF SCHEDULE OF QUANTITIES

ITEM	DESCREPTION	AMOUNT
SANS 1200 A	GENERAL	R
SANS 1200 C	SITE CLEARANCE	R
SANS 1200 DB	EARTHWORKS (PIPE TRENCHES)	R
SANS 1200 DM	EARTHWORKS (ROADS, SUBGRADE)	R
SANS 1200 LB	BEDDING (PIPES)	R
SANS 1200 LE	STORMWATER DRAINAGE	R
SANS 1200 ME	SUBBASE	R
SANS 1200 MF	BASE	R
SANS 1200 MH	ASPHALT BASE AND SURFACING	R
SANS 1200 MK	KERBING AND CHANNELING	R
SANS 1200 MM	ANCILLARY ROAD WORKS	R
	SUB-TOTAL EXCLUSIVE OF VAT	R
	VAT	R
	TOTAL AMOUNT OF TENDER INCLUSIVE OF VAT	R

The above mentioned tender will be evaluated on three phases namely Administrative compliance and preference point system as follows:Functionality and Price & Preference point system as follows:

FORM “D”

RESPONSIVENESS AND EVALUATION

The following evaluation process and criteria will be used to evaluate all bids submitted:

All bids received shall be evaluated in terms of Supply Chain Management Regulations, Lepelle - Nkumpi Municipality Supply Chain Management Policy, The Preferential Procurement Policy Framework Act, and other applicable legislation.

The evaluation criteria consist of the following 3 phases-

Phase 1 - Administration compliance

Phase 2- Functionality

Phase 3- Price and preference points system

Bids must meet the requirements of each phase in order to qualify for further evaluation

Bids that do not meet the requirements of a particular phase will be disqualified

1. Administrative Compliance – Phase one

RESPONSIVENESS CRITERIA

1. 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 municipality will not take responsibility of lost documents due to poor packaging.
2. 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.
3. The following MBD forms 1, 3.1, 4, 6.1, 6.2, 8 and 9 must be completed in full. (Failure to do so will result in disqualification):
 - i. MDB 1 – Invitation to bid
 - ii. MBD 3.1- Pricing schedule (Firm price)
 - iii. MBD 4 – Declaration of interest
 - iv. MBD 6.1 – Preference points claim form
 - v. MBD 6.2 – Declaration certificate for local production and content
 - vi. MBD 8 – Declaration of bidder's past supply chain management practices
 - vii. MBD 9 – Certificate of independent bid determination

4. All pages must be initialized or signed. (failure to do so will result in disqualification)
5. Alterations must be signed or initialized. (failure to do so will result in disqualification)
6. **THE USE OF TIPPEX WILL AUTOMATICALLY DISQUALIFY YOUR BID**
7. The bid document and attached annexure must be completed in indelible ink. (failure to do so will result in disqualification)
8. Attach confirmation certificate/letter of 4CE or higher CIDB grading. (failure to do so will result in disqualification)
9. Only local produce products will be considered, local content annexures (Annexures C,D and E) must be fully completed with line with the stipulated minimum threshold as stated below

Short Description	Required Minimum Threshold for Local Production and Content
Poles	100%
Mesh Wire	100%
Steel sheets	100%
Bolt and Nuts	100%
Retro Reflective Material	100%

10. The bidder must attach following with the tender:

- i. Copy of the entity/company registration certificate must be submitted with the bid, if applicable.
- ii. Certified copies of IDs for all Director(s) must be attached **(Certification not older than 3 months before the closing date)**
- iii. Tax compliance pin/ CSD number must be completed in MBD form 1.
- iv. B-BBEE certificate or affidavit from Commissioner of oath **(If not submitted will not be disqualified but no points will be allocated for BBEE)**
- v. Authority for signatory - attach resolution in case of more than one director
- vi. Bidder (Company or director/partner or sole propriety)

must attach proof of municipal rates on municipality letterhead which are not older than 90 days. If the statement of municipal rates is not in the name of the bidder an affidavit from SAPS must be attached. **OR** Letter of traditional authority not older than 90 days for bidder. **OR** In case of a lease agreement, a signed lease agreement by both parties (lessor & lessee).

11. In case of a Joint Venture, Association or Consortium a formal contract agreement must be signed by both parties and be attached and the following must be adhered to:

- All of the above requirements must be for the both entities.
- Consolidated Valid CIDB grading
- Consolidated Valid B-BBEE Certificate issued by a SANAS Verification agency (If not submitted will not be disqualified but no points will be allocated for BBEE)

Failure to adhere to the above mentioned requirements will result in disqualification

2. Functionality – Phase two

Functionality Scorecard		
Criteria	Scoring guide	Maximum Weights
Company Experience (attach copy of appointment letters & Completion certificates for roads project qualifies points)	Projects in Road construction (10 Points for each appointment with completion certificate)	50
Management and key Staff (Site Agent) Certified copy of Qualifications to be attached <ul style="list-style-type: none"> • Technical Certificate (N6 Civil Engineering) FET College • Technical Diploma (N dip) University of Technology • Degree (B-Tech, B Eng ,B SC Civil) University 	<div>10</div> <div>15</div> <div>20</div>	20

or University of Technology	20	
Total		
Safety Officer:		10
<ul style="list-style-type: none"> National Diploma in OHS (certified copy) 	10	
Total	10	
Plant (attach certified copies of registration documents of plants or letter of intent to rent) NB. In terms of hiring of Plant, letter of intent to rent must be accompanied by certified copies of registration documents from the plant company. Required Plant: Grader Roller TLB Tipper Truck Water Tank Recycling machine Excavator Total	5 2 2 2 2 5 2	20
Functionality Threshold(Minimum score)		70
Total Points for Functionality		100
The bidder is expected to score a minimum of 70 points in order to be evaluated further		

3. Price and preference point system – Phase three

All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Lepelle-Nkumpi Municipality Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, amended PPR 2017 and other applicable legislations.

Evaluation on price and preference point system

The evaluation for price and B-BBEE level of contribution shall be based on the 80/20 PPPFA and amended PPR 2017 principle and the points for evaluation criteria are as follows:

Evaluation Criteria		Points
1.	Price	80
2.	Black Economic Empowerment	20
3.	Total	100

The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

By submitting this bid, bidder authorizes the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

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

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

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

- Required by:.....
- At:.....
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/Not firm

- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
- 2.1 Full Name of bidder or his or her representative:
- 2.2 Identity Number:.....
- 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
- 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
- 2.5 Tax Reference Number:
- 2.6 VAT Registration Number:
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7

Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1

If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2

If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.2.1

If yes, did you attach proof of such authority to the bid document?

YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2

If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8

Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1

If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.
.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.
.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:
.....
.....
.....

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR 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 2017

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

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

GENERAL CONDITIONS

The following preference point systems are applicable to all bids:

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

1.2

- i The value of this bid is estimated not exceed R50 000 000 (all applicable taxes included) and therefore the ...80/20..... preference point system shall be applicable; or
- ii The 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

- i Price; and
- ii B-BBEE Status Level of Contributor.

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

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

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

DEFINITIONS

- (i) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the BroadBased Black Economic Empowerment Act;
- (j) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (k) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (l) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (m) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (n) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (o) **“prices”** includes all applicable taxes less all unconditional discounts;
- (p) **“proof of B-BBEE status level of contributor”** means:
 - a B-BBEE Status level certificate issued by an authorized body or person;
 - b A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - c Any other requirement prescribed in terms of the B-BBEE Act;
- **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

$$P_s \div 80 \div 1 \div \frac{P_t \div P_{min}}{P_{min}} \text{ or } P_s \div 90 \div 1 \div \frac{P_t \div P_{min}}{P_{min}}$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

BID DECLARATION

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

6 **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

a B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7 **SUB-CONTRACTING**

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....% ii) The name of the sub-contractor..... iii) The B-BBEE status level of the sub-contractor.....

1 Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

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

2 Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		

OR		
Any EME		
Any QSE		

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm:.....

VAT registration number:.....

Company registration number:.....

TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

1 In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

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

—

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

WITNESSES

-

-

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

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

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

ITEM NUM BER	DESCRIPTION AND COLOUR OF MATERIAL	MINIMUM THRESHO LD
1.	<ul style="list-style-type: none"> Steel products 	100%

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

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

.....
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

IN ADDITION TO THIS FORM, PLEASE COMPLETE THE LOCAL CONTENT ANNEXURES (D, C & E) THAT ARE SEPARATELY ATTACHED.

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all 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:

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

- ii could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- iii 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;
 - a. geographical area where product or service will be rendered (market allocation)
 - b. methods, factors or formulas used to calculate prices;
 - c. the intention or decision to submit or not to submit, a bid;
 - d. the submission of a bid which does not meet the specifications and conditions of the bid;
 - or
 - (f) bidding with the intention not to win the bid.
- 8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

- 10 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Objections and complaints

Persons aggrieved by decisions or actions taken in the appointment of this tender or affected by the entire process of supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action to: The Municipal Manager, Private Bag X 07, Chuenespoort, 0745. To report any fraud; irregularities or corruption related incidents you may call our Anti-Fraud Hotline number: 0800 20 50 53

Signed :.....

Name in Print :.....

ANNEXURE “G”

GENERAL UNDERTAKINGS BY THE BIDDER

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 Lepelle-Nkumpi Municipality Bid Adjudication Committee.
- 1.1.3 “**Municipal Manager**” means the Municipal Manager of the Municipality.
- 1.1.4 “**Committee**” refers to the Bid Evaluation and Adjudication Committee.
- 1.1.5 “**Council**” refers to Lepelle-Nkumpi Municipality.
- 1.1.6 “**Equity Ownership**” refers to the percentage ownership and control, exercised by individuals within an enterprise.
- 1.1.7 “**HDI equity ownership**” refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.
- 1.1.8 “**Member**” means a member of the Bid Adjudication Committee.
- 1.1.9 “**Service providers**” refers to the bidders who have been successful in being awarded Council contracts.
- 1.1.10 “**SMME’s**” (Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGO’s, managed by one owner or more, as defined in the National Small Business Act 102 of 1996.
- 1.1.11 “**Contract**” refers to legally binding agreement between Lepelle-Nkumpi Municipality and the service provider.
- 1.1.12 “**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.
- 1.1.13 “**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 tender or price quotation.
- 1.1.17 “**Written**” or “**in writing**,” means hand written in ink or any form of mechanical writing in printed form.
- 1.1.18 “**Functionality**” means technical capability, financial and other resource availability that the service provider needs, to successfully and efficiently render the service and/or deliver in accordance with the specifications.

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:-
 - 1.2.2.1 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;
- 1.2.3 When any number of day 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;
- 1.2.4 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.

I/we hereby tender:

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 Lepelle-Nkumpi Municipality.

On the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into this bid);

At the prices and on the terms regarding time for delivery and/or execution inserted therein.

I/we agree further that:

The offer herein shall remain binding upon me/us and open for acceptance by the Lepelle-Nkumpi 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 acquainted.

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 Lepelle-Nkumpi Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender 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 Lepelle-Nkumpi 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 tender.

I/we have satisfied myself/ourselves as to the correctness and validity of this tender, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the tender 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.

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.

ANNEXURE “H”

GENERAL CONDITIONS OF CONTRACT

Definitions

(1) The following terms shall be interpreted as indicated:

“Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

“Contracts” means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendixes thereto and all documents incorporated by reference therein.

“Contract price” means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.

“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.

“Countervailing duties” are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

- a) **“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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- b) **“Day”** means calendar day.
- c) **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- d) **“Delivery ex stock”** means immediate delivery direct from stock actually on hand.
- e) **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- f) **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of country of origin and which have the potential to harm the local industries in the RSA.
- g) **“Force Majeure”** means an event beyond the control of provider and not involving the provider’s fault or negligence and is 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.
- h) **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of 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 bidders of the benefits of free and open competition.
- i) **“GCC”** means the General Conditions of Contract.

- j) **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- k) **“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 provider or his subcontractors) and which costs are inclusive of the 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 supplies covered by the bid will be manufactured.
- l) **“Local Content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacturing does take place.
- m) **“Manufacture”** means the products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- n) **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service
- o) **“Project site,”** where applicable, means the place indicated in bidding documents.
- p) **“Purchaser”** means the Lepelle-Nkumpi Municipality.
- q) **“Republic”** means the Republic of South Africa.
- r) **“SCC”** means the Special Conditions of Contracts.
- s) **“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 provider covered under the contract.
- t) **“Written”** or “in Writing” means hand-written in ink or any form of electronic or mechanical writing.

(2) Application

1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (including 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. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

(3) General

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.
2. Invitations to bid are usually published in locally distributed news media and in the institution's website.

(4) Standards

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

(5) Uses of contract documents and information inspection

1. The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider 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.
2. The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchase and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
4. The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

(6) Patent rights

1. The provider 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.
2. When a provider developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.

(7) Performance Security

1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in Special Conditions of Contract.
2. The process of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.
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:
 1. 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
 2. A cashier's or certified cheque

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

1 Inspections, tests and analyses

- 1.6 All pre-bidding testing will be for account of the bidder.
 - 1.7 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organisation acting on behalf of the purchaser.
 - 1.8 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements with the testing authority concerned.
 - 1.9 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- (a) 5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services accepted or not, the cost in connection with these inspections, tests or analysis shall be defrayed by the provider.

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

8.1 Any contract supplies 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 supplies shall be held at the cost and risk of the provider, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them

with supplies, which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the provider's cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

8.2 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

(b) Packing

- a The provider 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.
- b 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 subsequent instructions ordered by the purchaser.

(c) Delivery and documents

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

(d) Insurance

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

(e) Transportation

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

(f) Incidental services

- a The provider may be required to provide any or all of the following services, including additional services, if any:

8. Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
9. Furnishing of tools required for assembly and/or maintenance of the supplied goods;

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

11. Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this services shall not relieve the provider of any warranty obligations under this contract; and

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

13.2 Price charged by the provider 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 provider for similar services.

14. Spare parts

14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:

- 8 Such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract;
- 9 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 blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- a The provider 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 provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- b This warranty shall remain valid for twelve (12) months, or any portion thereof as the case may be, after goods 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.
- c The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- d Upon receipt of such notice, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the purchaser.

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

16. Payment

- a The method and conditions of payments to be made to the provider under this contract shall be specified.
- b The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilments of other obligations stipulated in the contract.
- c 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 provider.
- d Payments will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Increase/ decrease of quantities

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised 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. Contract amendments

- 19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

20. Assignment

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

1 Subcontracts

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

2 Delays in the provider's performance

- 16.1 Delivery of goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.

- 16.2 If at time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the act of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.
- 16.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 16.4 Except as provided under GCC clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 16.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quantity and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods not delivered later at the provider'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 provider.

23. Penalties

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

1 Termination for default

- a The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- i If the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 21.2
 - ii If the provider fails to perform any other obligation(s) under the contract;
 - iii If the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract

- b In the event of the purchaser terminating 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

2 Anti-dumping and countervailing duties and rights

- a 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 rights are increased in respect of any dumped or subsidised import, the Municipality 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 are abolished, or where the amount of such provisional payments or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to be delivered or rendered in terms of the contract or any other contract or any other amount which may be due to him.

3 Force Majeure

- a Notwithstanding the provisions of GCC clause 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- b If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

4 Termination for insolvency

- a The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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.

5 Settlement of disputes

- a If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.
- b 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 provider 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.
- c Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- d Notwithstanding any reference to mediation and/or court proceedings herein:

- 1 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 2 The purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

6 Limitation of liability

- a Except in case of criminal negligence or wilful misconduct, and in the case of infringement pursuant to clause 6:
 - a The provider 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 provider to pay penalties and/or damages to the purchaser; and
 - b The aggregate liability of the provider 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.

7 Governing language

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

8 Applicable laws

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

9 Notices

- a Every written acceptance of a bid shall be posted to the provider 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 noticed later by him in writing and such posting shall be deemed to be proper services of such notice.
- b 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.

10 Taxes and duties

- a A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- b A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- c 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.

11 Transfer of contracts

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

12 Amendment of contracts

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

SPECIAL CONDITIONS OF THE CONTRACTS:

1. It is emphasized that a contract will not necessarily result from the responses received to this request for proposal. LEPELLE-NKUMPI MUNICIPALITY reserves the right to enter into negotiations with any one or more of the respondents, should it be decided to proceed with the contract.
2. LEPELLE-NKUMPI MUNICIPALITY reserves the right not to evaluate and /or consider any proposal that does not comply strictly with the requirements as set out in this request.
3. LEPELLE-NKUMPI MUNICIPALITY reserves the right to make a decision/ selection based solely on the information received in the proposal to this request.
4. The bid price must remain valid for a period of 90 days calculated from the closing date.
5. The employer will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs to demonstrate that aspects of the offer satisfy requirements.
6. The Municipality may accept or reject any variation, deviation, bid offer or alternative bid offer, and may cancel the bid process and reject all bid offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a bidder for such cancellation and rejection but will give written reasons for such action upon written request to do so.
7. **The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:**
 - i. Failed, during the last five years, to perform satisfactorily on a previous contract with the Lepelle-Nkumpi Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
 - ii. Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
 - iii. Been convicted of fraud or corruption during the past five years;
 - iv. Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - v. Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

8. The Municipal Manager may cancel a contract awarded to a person if:

- The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.

9. 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)