



**PART A  
INVITATION TO BID**

**MBD1**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	PM44/2023	CLOSING DATE:	04 March 2024	CLOSING TIME:	10H00
DESCRIPTION	SUPPLY AND DELIVER OF A THREE PHASE UNIVERSAL RELAY TEST SET AND COMMISSIONING TOOL				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT Polokwane Municipality, Civic Centre, corner Bondenstein and Landdros Mare Street not later than 10:00 on **04 March 2024**.

**An official and compulsory briefing session will not be applicable for this project.**

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

Completed Bid document, fully priced and signed must be sealed in an envelope marked “ Bid number and Bid description”

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

**Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at [www.etenders.gov.za](http://www.etenders.gov.za) at no fee.**

**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:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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	POLOKWANE	CONTACT PERSON	Mr. G Craig or Mr. A Pretorius
CONTACT PERSON	Ms. Sibongile Madisha	TELEPHONE NUMBER	015 023 5692 / 015 023 5683
TELEPHONE NUMBER	015 290 2358	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	<a href="mailto:gerriec@polokwane.gov.za">gerriec@polokwane.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:sibongilem@polokwane.gov.za">sibongilem@polokwane.gov.za</a>		<a href="mailto:arnoldp@polokwane.gov.za">arnoldp@polokwane.gov.za</a>

## PART B TERMS AND CONDITIONS FOR BIDDING

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

**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: .....

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**BID: PM44/2023**

**DIRECTORATE: ENERGY SERVICES**

**BUSINESS UNIT: ENERGY SERVICES: OPERATIONS AND MAINTENANCE 66KV**

Bids are hereby invited for the SUPPLY AND DELIVER OF A THREE PHASE UNIVERSAL RELAY TEST SET AND COMMISSIONING TOOL. Bidders should ensure that bids are delivered timorously to the correct address. If the bid is late, it will not be accepted for consideration

**THIS BID IS SUBJECT TO THE, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATION, 2022, AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.**

The Municipality shall adjudicate and award bids in accordance with preference points of 80/20-point system, 80 points for the price and 20 points for specific goals. Prospective bidders must accept that the bid will be adjudicated, according to the said legislation. Bids will remain valid for 90 (ninety) days. The Council also reserves the right to negotiate further conditions and requirements with the successful bidder

**N.B: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE [AS DEFINED IN REGULATION 1 OF THE LOCAL GOVERNMENT: MUNICIPAL SUPPLY CHAINS MANAGEMENT REGULATIONS]**

**MS. THUSO NEMUGUMONI  
MUNICIPAL MANAGER  
CIVIC CENTRE  
LANDDROS MARE STREET**

## RESPONSIVENESS AND EVALUATION CRITERIA

### POLOKWANE MUNICIPALITY WILL CONSIDER NO BID UNLESS ITS MEETS THE FOLLOWING RESPONSIVENESS CRITERIA

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- Bid forms must be completed in full and each page of the bid initialled.
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties **(In case of JV all parties must submit CSD numbers)**
- Proof of payment of municipal rates and taxes.
- Complies with the requirements of the bid and technical specifications.
- Registered in the relevant professional body in the specific field
- Adheres to Pricing Instructions.
  - a) Policy, the Preferential Procurement Policy Framework Act, and other applicable legislations.
  - b) 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.**

## PLEASE NOTE

**The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:**

- a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- b) 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.
- c) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- d) Failed, during the last five years, to perform satisfactorily on a previous contract with the Polokwane Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
- e) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- f) Been convicted of fraud or corruption during the past five years;
- g) Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- h) 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.

**BID NO: PM44/2023**

I/We, the undersigned:

- a) Bid to supply and deliver to Polokwane Municipality all or any of the supplies and to render all the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- c) Further agree to be bound by those conditions, set out in Forms, MBD's, SBD's and the Annexures attached hereto, should this bid be accepted in whole or in part;
- d) Confirm that this bid may only be accepted by the Polokwane Municipality by way of a duly authorized Letter of Acceptance; and,
- e) Declare that, the relevant authorized person thereto will initial each page of the bid document and amendments.
- f) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
- g) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.

Signed at .....this ..... Day of ..... (Year)

**Signature of the Bidder:** \_\_\_\_\_

**Name of Bidder:** \_\_\_\_\_

**Professional Registration No, if any, attach proof)**

\_\_\_\_\_

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

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

**As Witness:**        1. \_\_\_\_\_

                             2. \_\_\_\_\_

***Particular of Sole Proprietors and partners in partnerships***

<b>Name</b>	<b>Identity Number</b>	<b>Personal Income Tax Number</b>

***(Attach of identity Document, if bidder is a Sole Proprietor and/or partners in partnership)***

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

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

by virtue of \_\_\_\_\_

dated \_\_\_\_\_ a certified copy if which is attached to this bid.

**Signature of authorized person:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

**Postal Address:** \_\_\_\_\_  
\_\_\_\_\_

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

**As witness: 1.** \_\_\_\_\_

2. \_\_\_\_\_



**Please Note:**

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

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

**Bank account details of bidder:**

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

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

**Branch Code:** \_\_\_\_\_

**Accounting Number:** \_\_\_\_\_

**Type of Account:** \_\_\_\_\_

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

**NOTE: THE AUTHORIZED SIGNATORY MUST SIGN ANY ALTERATIONS TO THE**

**BIDDER DOCUMENT IN FULL**

**ANY COMPLETION OF THE BIDDER DOCUMENT IN ERASABLE INK WILL NOT BE  
ACCEPTED**

## **BIDDING INFORMATION**

Details of person responsible for bidding process

Name \_\_\_\_\_

Contact number \_\_\_\_\_

Address of office submitting bid \_\_\_\_\_

Telephone \_\_\_\_\_

Fax no \_\_\_\_\_

E-mail address \_\_\_\_\_

VAT	Registration	Number
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## **AUTHORITY FOR SIGNATORY**

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

An example for a company is shown below:

“By resolution of the board of directors passed on \_\_\_\_\_ 20\_\_\_\_\_

Mr/Ms. \_\_\_\_\_

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

Contract\_\_\_\_\_No\_\_\_\_\_

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

---

Signed on behalf of the company:

In his/her capacity as:

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

Signature of signatory

As witness: 1. \_\_\_\_\_

2. \_\_\_\_\_

## GENERAL UNDERTAKINGS BY THE BIDDER

### DEFINITION

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 Regulation (of 2011).
2. **"Chairperson"** means the chairperson of the Polokwane Municipality Bid Adjudication Committee.
3. **"Municipal Manager"** means the Municipal Manager of the Municipality.
4. **Committee** refers to the Bid Adjudication Committee.
5. **"Council"** refers to Polokwane Municipality.
6. **"Member"** means a member of the Bid Adjudication Committee.
7. **Service providers** refers to the bidders who have been successful in being awarded Council contracts.
8. **SMMEs** (Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).
9. **Contract** refers to legally binding agreement between Polokwane Municipality and the service provider.
10. **Bid** means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.
11. **Contractor** means any natural or legal person whose bid has been accepted by the Council.
12. **Closing time** means the date and hour specified in the bid documents for the receipt of bids.
13. **Order** means an official written order issued for the supply of goods or the rendering of a service in accordance of the accepted bid or price quotation.
14. **Written** or **in writing,** means hand written in ink or any form of mechanical writing in printed form.
15. **Highest acceptable tender** Means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders
16. **Historically Disadvantaged Individual (HDI)** means a South African Citizen (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) ("the Interim Constitution"); and/or (2) Who is a female; and/or (3) Who has a disability; Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI;
17. **Lowest acceptable offer** Means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders
18. **Specific goals** Means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994
19. **Tender for income-generating contracts** Means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts

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

## INTERPRETATION:

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:
2. An expression which denotes:-
3. Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
4. 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;
5. Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

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 Polokwane Municipality.

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

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 Polokwane Municipality during the validity period indicated and calculated from the closing time of the bid.

This bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Scheduled(s) and/or Annexure(s) attached hereto with which I am /we are fully acquitted.

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

If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Polokwane 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 favorable 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 favorable 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 fulfillment 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 Polokwane Municipality legal costs on an attorney and own client;

If my/our bid is accepted that acceptance may be communicate 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 fulfillment of this contract.

**I/we declare that I/we have participated /no participated in the submission of any other bid for the supplies/services described in the attached documents. If your answer here is yes, please state the names(s) of the other Bid(s) involved: \_\_\_\_\_**

## General Conditions of Contract

### 1 DEFINITION

The following terms shall be interpreted as indicated:

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



other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 “**Local content**” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 “**Manufacture**” means the production of products in a factory using labour, materials, component and machinery and includes other related value-adding activities.

1.19 “**Order**” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “**Project site,**” where applicable, means the place indicated in bidding documents.

1.21 “**Purchaser**” means the organization purchasing the goods.

1.22 “**Republic**” means the Republic of South Africa.

1.23 “**SCC**” means the Special Conditions of Contract.

1.24 “**Services**” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “**Supplier**” means the successful bidder who is awarded the contract to maintain and Administer the required and specified service(s) to the State.

1.26 “**Tort**” means in breach of contract.

1.27 “**Turnkey**” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 “**Written**” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

## **4. Standards**

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

## **5. Use of contract documents and information inspection**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GC Clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent Rights**

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

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

## **7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) A cashier's or certified cheque.

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

## **8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspections requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

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

8.7 Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

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

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. Spare parts**

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) In the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship

(except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

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

## **16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

## **17. Prices**

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

## **18. Variation orders**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the performance**

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

## **22. Penalties**

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

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) If the supplier fails to perform any other obligation(s) under the contract; or
- (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associate time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first- mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) The name and address of the supplier and / or person restricted by the purchaser;
- (ii) The date of commencement of the restriction;
- (iii) The period of restriction; and



(iv) The reasons for the restriction.

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

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

## **24. Antidumping and countervailing duties and rights**

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

## **25. Force Majeure**

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

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

## **26. Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

## **28. Limitation of Liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

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

### **33. Transfer of contracts**

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

### **34. Amendment of contracts**

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

### **35. Prohibition of restrictive practices**

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the Purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

**FORM "D"**  
**GENERAL PROCEDURES**

**1 General Directives**

- 2.1 The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders and contracts, unless otherwise approved by the Council prior to the invitation of the bids.
- 2.2 Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
- 2.3 Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
- 2.4 The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.
- 2.5 Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.
- 2.6 All bids with regard to the bidding of a service e.g. materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.
- 2.7 The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.

**2 Issuing of bid documents**

On the date that the advertisement appears in the Municipality's Tender Bulletin, and or media, prospective bidders may request copies of the tender documentation.

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

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

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

The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time.

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

### **3 Payment of bid documents**

**Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at [www.etenders.gov.za](http://www.etenders.gov.za) and [www.polokwane.gov.za](http://www.polokwane.gov.za) at no fee.**

### **4 Public Invitation for competitive bids**

The following are procedures for the invitation of competitive bids:

- 4.1 Invitation to prospective providers to submit bids must be by means of a public advertisement in national treasury e-tenders publication portal [www.etenders.gov.za](http://www.etenders.gov.za), the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Tender Bulletin or newspapers) and

### **5 Public advertisement must contain the following:**

The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and

Accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.

Bids submitted must be sealed.

### **6 The following information must appear in any advertisement:**

- Bid number;
- Description of the requirements;
- The place where the bid documents can be obtained;
- The date, time and venue where site inspection/briefing session will be (if applicable);
- Closing date and time;
- The fee applicable that must be paid before the bid documents will be issued; and
- The name and telephone numbers of the contact person for any enquiries.

## **7 Site meetings of briefing sessions**

A fully explanatory site inspection must be conducted before the close of the bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.

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

## **8 Handling of bids submitted in response to public invitation**

### **8.1 Closing of bids**

All bids will close at **10H00** on a date as stipulated on the advertisement, which must be reflected in the bid document.

Bids are late if they are received at the address indicated in the tender documents after the closing date and time.

A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by explanation.

### **8.2 Opening of bids**

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

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

The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened.

Bids should be recorded in a register kept for that purpose.

### **8.3 Validity Period of the bids**

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

## **8.4 Consideration of bids**

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

## **8.5 Evaluation of bids**

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

### **8.5.1 Compliance with bid conditions;**

- Bid submitted on time;
- Bid forms signed and each page initialled;
- All essential information provided;
- Submission of a Joint Venture Agreement, which has been properly signed by all parties;
- Payment of Municipal fees.

8.5.2 Meeting technical specifications and comply with bid conditions;

8.5.3 Financial ability to execute the contract; and

8.5.4 The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives and points scored for price.

8.5.5 Only bidders who are registered in the relevant professional body will be considered. This requirement will remain in force as long as it is a requirement of that specific professional body.

8.5.6 The Joint Ventures, all companies, which are part of the joint venture, must be registered with the professional body. The company that meets the requirement of professional body will be considered.

## **9 Evaluation of bids on functionality and price**

9.1 All bids received will be evaluated on functionality and price.

9.2 The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further evaluation.

- I. The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives must be calculated separately and must be added to the points scored for price.
- II. Only bid with the highest number of points will be selected.

## **10 Acceptance of bids**

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

The successful service provider will be required to sign the service level agreement.

Unsuccessful bids should not be returned to bidders, but should be placed on record for audit purposes.

A register or records should be kept of all bids accepted.

## **11 Publication of bids results**

The particulars of the successful bidders should be published in the Municipality's Tender Bulletin, website as well as the newspaper on which the bid was advertised.

## **12 Cancellation and re-invitation of bids**

- I. In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 000 000.00, the bid invitation must be cancelled. If one or more of the acceptable bid(s) received are within the R50 000 000.00 threshold, all bids received must be evaluated on the 80/20 preference point system
- II. In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50 000 000.00, the bid must be cancelled. If one or more of the acceptable bid(s) received are above the R50 million threshold, all bids received must be evaluated on the 90/10 preference point system

If a bid was cancelled as indicated above, the correct preference point system must be stipulated in the bid documents of the re-invited bid.

Municipal Manager may, prior to the award of a bid, cancel the bid if:

Due to changed circumstances, there is no longer a need for the services, works or goods requested. Municipal Manager must ensure that only goods, services or works that are required to fulfil the needs of the institution are procured; or

Funds are no longer available to cover the total envisaged expenditure. Municipal Manager must ensure that the budgetary provisions exist prior to inviting bids; or

No acceptable bids are received (If all bids received are rejected, the institution must review the reasons justifying the rejection and consider making revisions to the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new bids)



**BID NUMBER: PM44/2023**

**SUPPLY AND DELIVER OF A THREE PHASE UNIVERSAL RELAY TEST SET AND COMMISSIONING TOOL**

**SPECIAL CONDITIONS OF CONTRACT**

- Delivery at the Electrical Workshop of Polokwane Municipality:  
98 Vermikuliet Street, Laboria  
Polokwane  
Limpopo  
RSA
- Contact Person for delivery: Mr. Gerrie Craig (Contact Number will be given after BID allocation)
- Product supplied, must be SABS / SANS approved.
- Product must be supplied with manufactures warranty.
- The product shall be supplied within eight (8) weeks of appointment.
- Service provider is expected to provide training / demonstration of the product to the end-user department.

BID NUMBER: PM44/2023

**SUPPLY AND DELIVER OF A THREE PHASE UNIVERSAL RELAY TEST SET AND COMMISSIONING TOOL****BID SPECIFICATIONS**

**NB:** Where names and/or product names and/or product model numbers are mentioned, note that an equivalent product can be submitted for approval.

**Purchasing Motivation for Three Phase Secondary Injection Test Set:**

Technical Specifications			
No	Description	Requirement	Tenderer Proposal, Comments
<b>1</b>	<b>General</b>		
	Manufacture		
	Type		
<b>2</b>	<b>Power Supply</b>		
	Nominal Voltage	100 V - 240 V, 1 phase	
	Permissible Voltage Range	85 V - 264 V	
	Nominal Frequency	50 Hz / 60 Hz	
	Permissible Frequency Range	45 Hz - 65 Hz	
	Power Consumption	2300VA at 230V	
	Rated Current	12A at 115V / 10A at 230V	
	Connection	Standard AC sockets (IEC 60320)	
<b>3</b>	<b>Dimensions and Weight</b>		
	Size (W x H x D)	350mm x 145mm x 390mm	
	Volume	max. 20 liter	
	Weight	max. 14 kg	
	Housing	IP 20 as per EN 60529	
<b>4</b>	<b>Environment</b>		
	Operating Temperature	0 °C ... 50 °C	
	Storage Temperature	-25 °C ... 70 °C	
	Humidity	5 % ... 95 % r.h. (non-condensing)	
<b>5</b>	<b>Certificates</b>		
	Vibration	IEC60068-2-6	
	Shock	IEC60068-2-27	
	CE	Yes	

	EMC	The product adheres to the electromagnetic compatibility (EMC) Directive 2004 / 108 / EC (CE conform)	
	EMC - Emissions	IEC 61326-1 Class A; IEC61000-6-4; IEC61000-3-2/3	
	EMC - Immunity	IEC 61326-1; IEC61000-6-2; IEC61000-4-2/3/4/5/6/11	
	Safety	The product adheres to the low voltage Directive 2006 / 95 / EC (CE conform)	
		IEC61010-1; Insulation of PC and SELF Interfaces complies with EN60950-1	
	Independent Test Laboratory	Copies of test certificates from independent test laboratories proving compliance with the above standards are to be supplied together with the tender	
<b>6</b>	<b>Hardware</b>		
<b>6.1</b>	<b>General</b>		
		All functions should be combined in one hardware unit	
		The unit shall be of a robust and sturdy construction	
		PC card design: Wire jumpers on a single printed circuit board are not permissible	
		Electronic components: No potentiometers are allowed	
		No moving elements or elements that are susceptible to damage, i.e. controls elements or displays on the face plate are permissible	
<b>6.2</b>	<b>Output Amplifiers</b>		
		The amplifier stages are to be fully electronic, i.e. not via transformer	
		All current amplifiers to be fully protected and proof against any open-circuit-, overload-, overburden- and over-temperature- condition. Any such condition is to be	

		immediately displayed in all active software modules. Except for an over-temperature condition an automatic shutdown of the amplifiers is NOT permissible	
		All voltage amplifiers to be fully protected and proof against any short-circuit-, overload-, overburden- and over-temperature- condition. Any such condition is to be immediately displayed in all active software modules. Except for an over-temperature condition an automatic shutdown of the amplifiers is NOT permissible	
		All amplifiers to use linear amplification elements and to be dc-coupled	
		Ability to generate dc and ac signals	
		The amplifiers, low-level outputs, the measurement inputs and the main power supply to be galvanically isolated from each other and earth (2kV insulation voltage)	
<b>6.3</b>	<b>Voltage Amplifiers</b>		
	Setting range	4x 0..300V <sub>rms</sub> (L-N), 3x 0..520V <sub>rms</sub> (L-L)	
	Single phase operation	1x 0..600V <sub>rms</sub> (L-L)	
	Output power	3x 100VA at 100..300V (L-N) or 1x 200VA at 100..300V (L-N) or 1x 275VA at 200..600V (L-L)	
	Maximum load current	3x 1A <sub>rms</sub> ; 1x 2A <sub>rms</sub>	
	Accuracy	error < 0.03% of reading (0..300V) + 0.01% of range	
	THD+N	< 0.015%	
	Connection	4mm Banana sockets	
		amplifier combination plug (3xV and 3xI)	
<b>6.4</b>	<b>Current Amplifiers</b>		
	Setting range	3x 0...32A <sub>rms</sub>	
	Single phase operation	1x 0...64A <sub>rms</sub>	
	DC (LL-LN)	1x 0...+64A	

	Output power	3x 430VA at 25A	
		1x 500VA at 40A (LL-LN) or	
	Maximum compliance voltage (L-N)/(L-L)	35V <sub>pk</sub> / 70V <sub>pk</sub>	
	Accuracy	error < 0.05% of reading (0..32A) + 0.02% or range	
	THD+N	< 0.05%	
	Connection	4mm Banana sockets	
		generator combination plug (3xV and 3xI)	
	Independent amplifiers	The three current amplifiers are to be independent from the four voltage amplifiers	
<b>6.5</b>	<b>Low-level signal Generators</b>		
		6 additional analog low level signals to control external amplifiers or to test relays with low-level input, e.g. from Rogowski coils, linear voltage or linear current sensors must be provided. To allow for expandable options from 6 to 12 outputs.	
		Full simulation of Rogowski coil signal (i.e. first order differential of signal) to be performed in hardware.	
		Together with 10 internally used signal generators the system should provide 16 independent signal channels in total	
	Output settings range	0 ... 10 V <sub>pk</sub>	
	Accuracy	<0.025%	
	Overload Protection	Yes	
		The quantities displayed in the software must be saleable for primary or secondary voltages (or currents).	
<b>6.6</b>	<b>Signal Generation</b>		
		All outputs to be continuously and independently adjustable in amplitude, phase (0 to +/- 360°) and frequency.	

		Able to generate continuous sine waves with a frequency between 10 and 1kHz and to generate transient files with a bandwidth from dc up to 3 kHz.	
		Frequency error to be less than 0.5 ppm.	
		Phase error to be less than 0.02°	
<b>6.7</b>	<b>Binary Inputs</b>		
	Number of inputs	10 inputs at five galvanic isolated groups (2kV insulation voltage)	
	Mode/Trigger criteria	Pick-up and drop-out of potential-free contacts or dc voltages of up to 600Vdc. Trigger levels to be adjustable	
	Max. Input Voltage	600V	
	Max. error / Sample rate	< 100 µs	
	Counting function	inputs capable of counting number of pulses up to 3kHz.	
	Connection	4mm Banana sockets	
<b>6.8</b>	<b>Analogue Inputs for Measurement</b>		
	Number	10 inputs at five galvanic isolated groups (2KV insulation voltage)	
	Input ranges	100mV, 1V, 10V, 100V, 600V	
	Accuracy	<0.06%	
	Bandwidth	dc..10kHz	
	Sampling frequency	3.16kHz, 9.48kHz and 28.44kHz	
	Overload protection	Yes	
	Recording buffer	300s for 1 channel at 3kHz, 3.5s for 10 channels at 28kHz	
	Connection	4mm Banana sockets	
<b>6.9</b>	<b>Analog low level measuring inputs for transducer testing</b>		
	Direct current range	Range 1: 0 ... ±1 mA	
		Range 2: 0 ... ±20 mA	
	Direct voltage range	0 ... ±10 V	
	Max. error	< 0.003%	
	Connection	4mm Banana sockets	
<b>6.10</b>	<b>Auxiliary DC supply to power test objects</b>		
	Range	Range 1: 0 ... 264 Vdc, 0.2A	
		Range 2: 0...132 Vdc, 0.4A	
		Range 3: 0...66 Vdc, 0.8A	

	Power	max. 50W	
	Max. error	< 2%	
<b>6.11</b>	<b>Binary output contacts</b>		
	Number	4	
	Breaking capacity	300V, 8A, 2000VA or 50W	
	Type	Software controlled dry contacts that can be used to switch ac or dc	
<b>6.12</b>	<b>Time Synchronization</b>		
		The test set should be able to synchronise to a GPS clock via a 1pps or IRIG B signal.	
		Timing accuracy for 1pps / IRIG-B: 1 $\mu$ s.	
		Maximum distance between GPS receiver and test equipment for 1pps signal: 40m.	
		Test set needs to be synchronise to the IEEE 1588 Precision Time Protocol (PTP) via Ethernet.	
		Timing accuracy for PTP: 100ns.	
		Maximum distance between GPS receiver and test equipment for PTP: 2000m.	
		IEEE 1588 / PTP clock to be powered over Ethernet (PoE), i.e. no separate power supply should be necessary.	
<b>6.13</b>	<b>Interface to PC</b>		
		Interface to the IBM compatible PC via Ethernet interface OR USB	
		10/100Mbit/s copper (autosensing, auto crossover) via RJ45 connector	
		Note: Centronics parallel port (Lpt) and/or serial RS232 ports are not permissible as modern laptops do not provide such ports.	
		Two Ethernet communications ports to support communication on a process bus (IEC61850-8-2 (GOOSE), IEC61850-9-2LE (Sampled Values) and UCA2.0) AND station bus at the same time.	

		Communications card to support IEEE 1588 / Precision Time Protocol (PTP) to synchronize the test set to a PTP enabled Grandmaster clock in the substation for End-to-end tests / Synchrophasor tests.	
<b>7</b>	<b>Software</b>		
<b>7.1</b>	<b>General</b>		
		Windows 10 (32bit and 64bit) software. Long filenames, tool tip help, context sensitive menu function (right mouse click) and an integrated help browser must be provided.	
		All software functions, options and actions should be easily available by click of a button and/or shortcut key to avoid having to navigate through complicated menu structures and having to drill through multiple menu levels. The Microsoft ribbon based menu structure used in Office 2010 / Office 2013 is an example of sorting all functions, options and actions and making all easily accessible in the right place.	
		No programming to be necessary to test an application - entry of setting parameters to be all that is required to set up and perform a test	
		Future expansions in functionality by means of software updates. Firmware updating to be handled by the software, i.e. exchange of any hardware components is not permissible.	
		Generation of reports on paper or file. All graphics and text to be printable.	
		Test report must be configurable to include custom information in graphical format (e.g. logos, wiring diagrams) and text format	



		(tester, date of test, substation, reminders)	
		The test set software should be able to import relay settings records from relay setting software's (or relay settings databases) in a text file and/or XML format. An example is XRIO file format for the transfer of relay setting parameters for all types of relays.	
		It must be possible to test multi-function relays / panels with one test routine / document.	
		Test sequence to be pausable at pre-defined points in the test sequence, by popping up a custom instruction dialogue (with or without audible warning), instructing the user to change either a setting on the relay, change of hard wiring or to record a specific measurement / status from the relay / scheme.	
		All testing to be in closed loop.	
		On Line Pass/ Fail assessment for ALL tests.	
		Full automatic testing must be possible, i.e. without launching various test modules manually.	
		Test software to be future proof to allow the complete testing of any new relay, both in form of entry of relay settings as well as testing all functions of such a relay.	
<b>7.2</b>	<b>Manual Control Function</b>		
		Direct entry of actual relay settings into test software. Test specific parameters (e.g. set I1 to 110% of I>>) must be automatically re-adjusted according to the entered relay settings.	
		Manual and independent adjustment of amplitude, phase angle and frequency for all generator outputs.	

		Graphical display of natural voltages and currents in a vector diagram.	
		Direct entry sequence components and graphical display in a vector diagram	
		Direct entry of impedances and graphical display in a R/X diagram	
		Direct entry of power and graphical display in P/Q diagram	
		Ramping and stepping of any of the above quantities: one, two or three phases at the same time	
		Pulse ramping function for any of the above quantities	
		Synchronized switching of multiple variables at the same instance in time.	
		Timing function for pick-up and drop-out measurements.	
		On-line Reporting Function	
		Synchronise generator outputs to any third party signal, e.g. mains frequency.	
<b>7.3</b>	<b>State Sequencer Function</b>		
		Direct entry of actual relay settings into test software. Test specific parameters (e.g. set I1 to 110% of I>>) must be automatically re-adjusted according to the entered relay settings.	
		Manual testing.	
		Fully automatic testing.	
		Ability to generate test sequences from any number of states. Each state consists of any combination of voltage, current, frequency and any binary output state.	
		Graphical display of natural voltages and currents in a vector diagram.	
		Graphical display of voltages, currents and binary signals over time.	

		Direct entry sequence components and graphical display in a vector diagram	
		Direct entry of impedances and graphical display in a R/X diagram	
		Direct entry of power and graphical display in P/Q diagram	
		Define trigger conditions for each state either in fixed time or dependent upon a logical combination of the binary inputs for accurate timing measurements.	
		Synchronization to GPS / PTP and other digital timing pulses.	
		Automatic assessment of test results (Pass / Fail) with actual results and deviation from nominal.	
<b>7.4</b>	<b>Linear Ramping and Pulse Ramping Functions</b>		
		Direct entry of actual relay settings into test software. Test specific parameters (e.g. set I1 to 110% of I>>) must be automatically re-adjusted according to the entered relay settings.	
		Manual testing.	
		Fully automatic testing.	
		Ability to linearly ramp up to two independent variables (e.g. voltage and frequency) at the same time, while keeping the other quantities at a defined constant value.	
		Ability to ramp a single variable in a pulsed fashion i.e. ramped quantity shall be set back to a predefined value between every step to allow the relay to reset.	
		Graphical display of natural voltages and currents in a vector diagram.	
		Graphical display of voltages, currents and binary signals over time.	

		Define trigger conditions for pick-up / drop-out measurements upon a logical combination of the binary inputs.	
		Synchronization to GPS / PTP and other digital timing pulses.	
		Automatic assessment of test results (Pass / Fail) with actual results and deviation from nominal.	
<b>7.5</b>	<b>Overcurrent Relay Testing</b>		
		Direct entry of actual relay settings into test software. Test specific parameters (e.g. test points) must be automatically re-adjusted according to the entered relay settings.	
		Manual testing.	
		Fully automatic testing.	
		Testing of the operating characteristic (trip time vs. I <sub>test</sub> ) for all types of fault (earth faults, phase faults, negative sequence and zero sequence faults)	
		Display of overcurrent characteristic and test points in I/t diagram.	
		Determination of the pick-up and drop-out current for all fault types.	
		Determination the pick-up and drop-out of directional characteristic for directional overcurrent relays.	
		Breaker simulation: Simulate the 52a and 52b auxiliary contacts of a breaker with the binary outputs, switch the currents off at zero crossing of current after a trip signal has been received.	
		Characteristic formulae: IEC255-4, BS142 and IEEE PC37.112-1995, I <sup>2</sup> t characteristics to be supported. Definition of custom characteristics must be possible.	
		Automated testing of the directional characteristics with flexible directional boundary definition capabilities with	

		graphically displayable directional plane.	
		Automatic assessment of test results (Pass / Fail) with actual results and deviation from nominal.	
<b>7.6</b>	<b>Frequency and Voltage Relays Testing</b>		
		Direct entry of actual relay settings into test software. Test specific parameters (e.g. test points) must be automatically re-adjusted according to the entered relay settings.	
		Manual testing.	
		Fully automatic testing.	
		Generation of ramps for amplitudes, phase angles and frequency.	
		Pick-up, timing and stability tests.	
		Graphic and tabular display of relay pick-up and drop-out vs. time.	
		Automatic assessment of test results (Pass / Fail) with actual results and deviation from nominal.	
<b>8</b>	<b>Accessories</b>		
	Generator combination cable	To combine 3xV and 3xI into one test lead, 8x 4mm banana plugs	
	Measurement leads	12 x 2 m; 2 mm <sup>2</sup>	
	Other accessories:	South African Power cord	
		Connection lead from test set to PC	
		Various connection accessories	
		Hardcover carrying cases for test hardware with retractable handle and wheels	
		Soft Bag for test set and accessories	
		Instruction Manual	
		Software for report downloading and configuration as well as offline test sequence generation.	
<b>9</b>	<b>Local Support</b>		

	Hotline support hours	Local telephonic support to be offered in the hours of 07h00 - 20h00 South African time.	
	Email support	Email support to be offered with a guaranteed turnaround time of 1 business day.	
	Number of units in operation in South Africa	10 units in SA (separate list of users with contact details to be provided)	
	No of back-up units available in South Africa	2	
	Calibration facility available in South Africa	Yes	
	Guaranteed turnaround time for repairs and calibration	< 5 working days	
	Product training offered in South Africa	Standard training offered every three months in Johannesburg	
		In-house / On-site training to be offered on request	
	Warranty on Hardware	FIVE years from date of delivery	

## PRICING SCHEDULE

Name of Bidder..... Bid Number: PM44/2023  
 Closing Time: 10H00 Closing Date: 04 March 2024

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

**NB:** Where names and/or product names and/or product model numbers are mentioned, note that an equivalent product can be submitted for approval.

Item	Description	Quantity	Unit Price	Total
1	OMICRON CMC 353: Essential Package <b>or approved equivalent</b> consisting of: > CMC 353 test hardware (4x300V and 3x32A) > NET-2 communications card (2x Ethernet, 2x USB) > Test Universe test modules: QuickCMC, State Sequencer, Ramping > Test Universe Control Center software > Omicaddy mobile workstation with wheels > Hardcover transport case with wheels for CMC 353 > Manual, carry bag, power lead, connection lead to controller, mini wireless USB adapter, generator lead, test leads and connection accessories:  (P0000676, E1636800, B1328100, B1764601, B0679500, B1701900)	1		
2	Test Universe Pulse Ramping test module (P0006818)	1		
3	Test Universe Overcurrent Relay test module (P0006821)	1		
4	Training of the product to the end-user department	1		
Sub-Total				
VAT 15%				
Total Price				

**PRICE SHALL INCLUDE ALL COST.**

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

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

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

### 1. GENERAL CONDITIONS

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

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

### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

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

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

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

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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



required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

#### **4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

The specific goals allocated points in terms of this tender	MEANS OF VERIFICATION DOCUMENTS REQUIRED	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership of 51% or more by persons who are black	CSD/Company registration copy and ID Copies of directors	5	
Ownership of 51% or more by persons who are woman	CSD/Company registration copy and ID Copies of directors	5	
Ownership of 51% or more by persons who are disable	Medical report indicating disability	4	
Ownership of 51% or more by persons who are youth	CSD/Company registration copy and ID Copies of directors	4	
Ownership by persons who are residing within jurisdiction of Polokwane Municipality	municipal rates and taxes statement of account/ signed valid leasing agreement/Letter from tribal authority	2	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

#### **Criteria for breaking deadlock in scoring**

8.(1) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.

(2) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

#### **Remedies**

9.(1) If an organ of state is of the view that a tenderer submitted false information regarding a specific goal, it must—

- (a) inform the tenderer accordingly; and
- (b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.

(2) After considering the representations referred to in subregulation (1)(b), the organ of state may, if it concludes that such information is false—

- (a) disqualify the tenderer or terminate the contract in whole or in part; and
- (b) if applicable, claim damages from the tenderer.

<p>..... <b>SIGNATURE(S) OF TENDERER(S)</b></p>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

## EVALUATION PROCESS AND CRITERIA

**BID NO.: PM44/2023**

The following evaluation process and criteria will be used to evaluate this bid:

<b>1. Administrative Compliance – Phase One</b>
---

1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

1.2 **Critical Criteria:**

The following critical criteria have been identified for this bid and any noncompliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation on functionality. Bidders will be required to submit the following documents and other administrative compliance requirements as follows:

- Attach Full Central Supplier Database (CSD) report.
- Attach company registration certificate.
- All Pages of the bid document must be initialed and signed where required.
- Completed and signed declaration on past SCM practices form **(MBD8)**
- Completed and signed declaration of interest **(MBD4)**
- Signed J/V agreement submitted (Where applicable).
- Copy of municipal rates and taxes statement of account which is not older than three (3) months or signed valid leasing agreement for service providers who are renting or leasing offices or letter from Tribal Authority not older than three (03) months **(For company and all the directors)**.

**NB: THE BIDDERS THAT MEET THE ABOVE ADMINISTRATIVE COMPLIANCE WILL FUTHER BE EVALUATED ON PRICING AND SPECIFIC GOALS.**

## PHASE 2: PRICE AND SPECIFIC GOALS

THE EVALUATION WILL BE DONE USING 80/20-POINT SYSTEM, 80 FOR PRICE AND 20 FOR SPECIFIC GOALS

**Notes:** *Bidders must note that points for specific goals must be claimed in terms with the percentage of ownership within their business entity. The tenderer must indicate how they claim points.)*

SPECIFIC GOALS	POINTS ALLOCATED	POINTS SCORED
Ownership of 51% or more by persons who are black	5	
Ownership of 51% or more by persons who are woman	5	
Ownership of 51% or more by persons who are disable	4	
Ownership of 51% or more by persons who are youth	4	
Ownership by persons who are residing within jurisdiction of Polokwane Municipality	2	

Incase ownership of specific goals is below 51% points will be *claimed in terms with the percentage of ownership within their business entity.*

*For example:*

*An Entity that has 35% shareholding of able black man who is above age of 35 and residing outside the jurisdiction of Polokwane Municipality. Points will be claimed as follows:*

$$\begin{aligned}\text{Calculation} &= \frac{\text{Black Ownership}}{100} \times \text{Total number of allocated points} \\ &= \frac{35}{100} \times 5 \\ &= 1.75\end{aligned}$$

Points to be score for ownership of black person will be 1.75

The specific goals are claimed as per below table for business ownership disclosure. Bidders must list all shareholders and provide ownership information in terms of the business entity registration certificate

Full Names	Identity Number	% of ownership	South African (Yes/No)	Race	Gender	Disable (Yes/No)	Youth (Yes/No)	Local enterprise (Yes/No)



**MBD 4**  
**DECLARATION OF INTEREST**

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

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

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

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

(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars .....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

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

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

1 Are you by law required to prepare annual financial statements for auditing?

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

.....

.....

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

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

.....

.....

\* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?  
YES / NO

3.1 If yes, furnish particulars

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? .....**\*YES / NO**

4.1 If yes, furnish particulars

.....

.....

**CERTIFICATION**

I, \_\_\_\_\_ THE \_\_\_\_\_ UNDERSIGNED \_\_\_\_\_ (NAME)

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION  
PROVE TO BE FALSE.

.....  
.....

**Signature**

**Date**

.....  
.....

**Position**

**Name of Bidder**

## MBD 6.2

### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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.
- 1.5. 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.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left( \frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank

(SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7.A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and this declaration certificate is not submitted as part of the bid documentation.

## 2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“Duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.



**3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

**4. Does any portion of the services, works or goods offered have any imported content? YES / NO**

**4.1** If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate(s) of exchange against the appropriate currency in the table below:

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

**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 Municipality / Municipal Entity):  
.....

NB 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.

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 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.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (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, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:**                      **DATE:** \_\_\_\_\_

**WITNESS No. 1**                      **DATE:** \_\_\_\_\_

**WITNESS No. 2**                      **DATE:** \_\_\_\_\_

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

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

Item	Question	Yes	No
4.1	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?  (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).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

## CERTIFICATION

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

# **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

**(Bid Number and Description)**

in response to the invitation for the bid made by:

---

**(Name of Municipality / Municipal Entity)**

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

I \_\_\_\_\_ certify, \_\_\_\_\_ on \_\_\_\_\_ behalf  
of: \_\_\_\_\_ that:  
**(Name of Bidder)**

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) Has been requested to submit a bid in response to this bid invitation;
  - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no

consultation, communication, agreement or arrangement with any competitor regarding:

- (a) Prices;
- (b) Geographical area where product or service will be rendered (market allocation)
- (c) Methods, factors or formulas used to calculate prices;
- (d) The intention or decision to submit or not to submit, a bid;
- (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) Bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and

conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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**

**This document must be signed and submitted together with your bid**

## **THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

### **INTRODUCTION**

The National Industrial Participation (NIP) Program, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the program.

### **1 PILLARS OF THE PROGRAMME**

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
  - or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million. or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million. or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as



investments, joint ventures, sub-contracting, licensee production, export promotion,  
sourcing arrangements and research and development (R&D) with partners or suppliers

A period of seven years has been identified as the time frame within which to discharge the obligation

## **2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

2.1 In order to ensure effective implementation of the program, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## **3 BID SUBMISSIONS AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any

successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish

the **DTI with the following information:**

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr. Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the program.

#### 4 PROCESSES TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;
  - c. the contractor will submit a performance guarantee to the DTI;
  - d. the contractor will submit a business concept for consideration and approval by the DTI;  
upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
  - e. the contractor will implement the business plans; and
  - f. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

<b>Bid</b>	<b>number</b>	.....	<b>Closing</b>
<b>date:</b>	.....		
<b>Name</b>			<b>of</b>
<b>bidder</b>	.....		
<b>Postal</b>			<b>address</b>
.....			
.....			
<b>Signature</b>			<b>Name</b>
<b>print)</b>	.....		<b>(in</b>
<b>Date</b>	.....		

**ANNEXURE “C”****CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS**

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: \_\_\_\_\_ (Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS,  
ETC.

Directors/shareholder s/Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/Shareholder/Part ner	Municipal Account No.

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

\_\_\_\_\_  
**Signatory  
 Witnesses**

\_\_\_\_\_  
**Date**

1. \_\_\_\_\_  
**Full Names**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

2. \_\_\_\_\_  
**Full Names**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**ANNEXURE "D"**

**AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL**

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: \_\_\_\_\_ (Name of the Bidder or Consortium)

I, \_\_\_\_\_ the undersigned, hereby authorize the Polokwane Municipality to deduct the full amount outstanding by the business organization/Director/Shareholder/Partner, etc. from any payment due by us/me.

**Signed at** \_\_\_\_\_ **Date** \_\_\_\_\_ **Month** \_\_\_\_\_ **20** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

Thus done and signed for and on behalf of the bidder/Contractor

\_\_\_\_\_  
**Signatory  
Witnesses**

\_\_\_\_\_  
**Date**

1. \_\_\_\_\_  
**Full Names**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

2. \_\_\_\_\_  
**Full Names**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**