DR JS MOROKA LOCAL MUNICIPALITY

PROJECT NO: JSM-ELEC/25-26/W00

APPOINTMENTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF ELECTRICAL COMPONENTS FOR A PERIOD OF 36 MONTHS:

TENDER DOCUMENT

ISSUED BY: DR JS MOROKA LOCAL MUNICIPALITY
2601/3 Bongimfundo Street
Siyabuswa
0472

NAME OF TENDERER: …….

CSD NUMBER: …….

BID AMOUNT OFFERED (Excl. Vat) …….……..

Tenderer	Witness *1*	Witness 2	Employer	Witness 1	Witness 2

DR JS MOROKA LOCAL MUNICIPALITY

PROJECT NO: JSM-ELEC/25-26/W00
APPOINTMENT OF A PANEL OF SERVICE PORVIDERS FOR THE SUPPLY AND DELIVERY OF ELECTRICAL COMPONENTS FOR A PERIOD OF 36 MONTHS.

CONTENTS

Part T1: Tendering Procedures
T1.1 Tender notice and invitation to tender
T1.2 Tender Data

Part T2: Returnable Documents
T2.1 List of returnable documents

THE CONTRACT

Part C1: Agreements and Contract Data
C1.1 Form of Offer and Acceptance
C1.2 Contract Data

Part C2: Pricing Data
C2.1 Pricing Instructions
C2.2 Bill of quantities

Part C3: Scope of Work
C3 Scope of Work

Part C4: Additional Relevant Documents
C4.1 Supply Chain Management Policy

DR JS MOROKA LOCAL MUNICIPALITY

PROJECT NO: JSM-ELEC/25-26/W00
APPOINTMENT OF A PANEL OF SERVICE PORVIDERS FOR THE SUPPLY AND DELIVERY OF ELECTRICAL COMPONENTS FOR A PERIOD OF 36 MONTHS.

TENDERING PROCEDURES

THE TENDER

Part T1: Tendering Procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender Data

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

DR JS MOROKA LOCAL MUNICIPALITY

PROJECT NO: JSM-ELEC/25-26/W00
APPOINTMENT OF A PANEL OF SERVICE PORVIDERS FOR THE SUPPLY AND DELIVERY OF ELECTRICAL COMPONENTS FOR A PERIOD OF 36 MONTHS

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Dr JS Moroka Local Municipality invites proposals from suitably qualified service providers on a panel of tenders for supply and delivery of electrical components for a period of three years. Tender documents will only be available from 25 March 2026 and may be obtained from Dr JS Moroka Municipal Head Quarters at the cashier offices situated 2601/3 Bongimfundo Street, Siyabuswa during working hours 09h00 to 15h00 Monday to Thursday and 9h00 to 13h00 on Fridays, upon payment of a non-refundable fee of **R3 516.32** per document or on E-Tenders. Only cash or bank guaranteed cheques will be accepted, and cheques are to be payable to Dr JS Moroka Municipality.

A Compulsory Site meeting will be held on 25 March 2026 at DR JS Moroka Erf 142 Ga- Phaahla Community Hall, commencing at 10H30 (According to Municipality's time)**.** Only tenders from Tenderers who attend this tender meeting and have signed attendance register shall be considered.

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender documents. The tenders and relevant attachments must be sealed in an envelope and externally endorsed "**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF ELECTRICAL COMPONENTS CONTRACT FOR A PERIOD OF 36 MONTHS".**

Duly completed tenders shall be placed in the tender box situated at the main entrance of Dr JS Moroka Local Municipality at 2601/3 Bongimfundo Street, Siyabuswa. No Fax or Late tenders will be accepted. Tenders will be evaluated on a 80/20 point system in terms of Dr JS Moroka Municipality's Supply Chain Management Policy in line with Preferential Procurement Framework Act 5 of 2000 including any other amendments made thereafter.

The lowest or any tender will not necessarily be accepted, and Dr JS Moroka Local Municipality reserves the right not to consider any tender as well as the right to accept the tender in whole or parts. The validity period of the bid is **90 days.**

Technical Enquiries: Ms. R Mpupa on (013) 973 1290; SCM Enquiries: Mr. A Masilela on (013) 973 1101 from 09H00 to 15H00 Monday to Thursday and 09:00 to 13H00 on Fridays.

In all cases Tenders shall reach the stipulated address not later than 21 April 2026 at 10H00am when tenders shall be opened and read in public.

Ms M.M MATHABELA
MUNICIPAL MANAGER
DR JS MOROKA LOCAL MUNICIPAL

Tenderer	*Witness 1*	*Witness 2*	*Employer*	*Witness 1*	*Witness 2*

TENDER DATA

1.	The Employer is: **Dr J.S Moroka Local Municipality** **2601/3, Bongimfundo Street, Siyabuswa** **0472**
2.	Tender Documents
	Tendering Procedures Tender notice and invitation to Tender data **Returnable Documents** List of Returnable Documents **The Contract** **Agreements and Contract data** Forms of Offer and Acceptance Contract Data **Pricing Data** Pricing Instruction Bill of Quantities **Terms of Reference** Terms of Reference **Additional Relevant Documents** Supply Chain Management Policy
3.	**Interpretation** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.
4.	**Communication.** The Employer's Representative is:

Accounting Officer;	**Procurement Inq.**	**Technical Inquiries.**
Ms. M.M Mathebela Private Bag X 4012 Siyabuswa 0472 Tel: 013 973 1101	Mr. A.V Masilela Supply Chain Unit Private Bag X 4012 Siyabuswa 0472 Tel: 013 973 1101	Ms. RA Mpupa Private Bag X 4012 Siyabuswa 0472 Tel: 013 973 1290

4.1. Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer will be regarded as amending the tender documents.

5

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

5.	**The Employer's right to accept or reject any tender offer** The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Dr J.S Moroka Local Municipality.
6.	**Tenderer Obligations**
6.1.	The Council retains the right to call for any additional information that it may deem necessary
6.2.	If tendering as a Joint Venture, Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks and rewards. Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner: 1. Control 2. Management 3. Operations 4. Risk 5. Profit and Loss
6.3.	If a Tenderer , or any person employed by him is found to have either directly or indirectly, promised or given to any person in the employment of Council, any commission, gratuity, gift or other consideration, The Council shall have the right to summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss and/ or additional costs or expenses, to disqualify the Tender or cancel the Contract without paying any compensation to the aforesaid Tender or Contract.
6.4.	At the request of the Municipal Manager or his authorized representative from furnishing him with additional information, or with a sample or specimen for testing purposes or otherwise, or from giving a demonstration so as to enable the recommendation to the Council's responsible Committee on the award of the contract be formulated,
7.	**Proof of warrantee** None, however An **automatic, non-negotiable implied warranty of quality** of all goods to be supplied under this contract applies as stated by the **Consumer Protection Act (CPA) of South Africa**. ▪ **Duration:** The implied warranty is valid for **six months** after the delivery of the goods. ▪ **Standards:** The goods must be of good quality, in good working order, free from defects, and suitable for the purposes for which they are generally intended. ▪ **Municipality's Choice of Remedy:** If the goods fail to meet these standards within the six-month period, the Municipality will request the responsible service provider to return them at the service provider's risk and expense, and replace the supplied items/goods: ▪ **Cannot be Waived:** Service providers cannot contract out of this implied warranty or use "voetstoots" (as is) clauses to avoid liability. It is the responsibility if the service provider to purchase all goods from reputable suppliers.

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

8.	**Compensation of tendering** The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the cost of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
9.	**Check documents**

7

Tenderer	Witness *1*	Witness 2	Employer	Witness 1	Witness 2

	The Tenderer should check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
10.1.	**Confidentiality and Copyright of Documents.** Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation
10.2.	**Clarification Meeting** On Request
11.	**Submitting tender offer:**
11.1.	No Tender document will be considered unless submitted on Council's Official Tender Document.
11.2.	Return all the returnable documents to the employer after completing them. Tenders must be deposited in the tender box clearly quoting the project name: **PROJECT NO: JSM-ELEC/25-26/W00, *APPOINTMENT OF A PANEL OF SERVICE PORVIDERS FOR THE SUPPLY AND DELIVERY OF ELECTRICAL COMPONENTS FOR A PERIOD OF 36 MONTHS*** **.**
11.3.	The employer's address for delivery of tender offers and identification details to be shown on such tender offer package are: **Location of tender box : Dr. J.S Moroka Local Municipality Head Quarters** **Physical address : 2601/3, Bongimfundo Street,Mpumalanga, Siyabuswa, 0472** Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered
11.4.	All tender received by the Dr. J.S Moroka Local Municipality will remain in the Municipality's possession until after the stipulated closing date and time.
11.5.	Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered
12.	**Closing Time:**
12.1.	The time and location for opening of the Tender offers are: Closing Time: **10H00am** Closing Date: **21 April 2026** Location: **Dr. J.S Moroka Local Municipality** **2601/3 Bongimfundo Street** **Siyabuswa** **0472**
12.2.	After the opening of the tender proposals, no information relating to the clarification, determination

Tenderer	Witness *1*	Witness 2	Employer	Witness 1	Witness 2

	of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the DRJSMLM.
13.	**Pricing the tender** State the rates and prices in Rand **NB: Should prices be affected by exchange rates and price fluctuations, bidders should take forward cover and this be incorporated in the price tendered.**
14.	**Alterations to the tender documents.** **No** alterations may be made to the tender document issued by the employer. Proposals and any other supporting documents must be attached to the back of this tender document
15.	**Alternative tender offer.** **No** alternative tender offers will be considered or accepted Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender document is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender document with the alternative requirements the tenderer proposes.
16.	**Tender offer validity** The Tender offer validity period is 90 from the closing date.
17.	**Tender clarification after submission** A tender may be regarded as non-responsive if the tenderer fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.
18. 18.1. 18.2. 18.3.	**Tender evaluation points** The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable. Preference points for this bid shall be awarded for: (a) Price; and (b) Specific goals. The maximum points for this bid are allocated as follows: **POINTS** **PRICE** — **80** **SPECIFIC GOALS** — **20** **Total Points with Specific Goals** — **100**

Tenderer	Witness *1*	Witness 2	Employer	Witness 1	Witness 2

19.	**Evaluation of Tenders** The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the DRJSMLM.
19.1.	**The following steps will be followed in evaluation.** 1. Determination of whether or not tender offers are complete. 2. Determination of whether or not tender offers are responsive. 3. Determination of the reasonableness of tender offers. 4. Confirmation of the eligibility of preferential points claimed by tenderers. 5. Awarding of points for financial offer. 6. Ranking of tenderers according to the total points 7. Performance of risk analysis by checking the credit record of the tenderers
19.2.	**Evaluation Criteria** The procedure for the evaluation of responsive Bids will be on the average of the previous three related projects where the company was involved. The tenders shall be considered for further evaluation when they score a minimum of **70** points out the maximum **100** points allocated. Tenders are adjudicated in terms of DRJSMLM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

19.3.	**Technical adjudication and General Criteria** A bid not complying with the peremptory requirements stated hereunder will be regarded as not being a "Acceptable bid", and as such will be rejected. "Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published on Government Gazette number 22549, dated 10 August 2001 including any other amendments made thereafter, in terms of which provision is made for this policy.
19.3.1.	**Tender responsiveness shall mean tender compliance with all the prescribed key requirements for submission with this tender which are regarded as eliminating factors. Elimination factors include non-compliance with key requirements specified for the following:** ▪ Failure to attach a valid clearance certificate/Tax Pin (or in the case of a joint venture, of all the partners in the joint venture). ▪ Certified copy of company registration certificate (CK) (not a disqualifying factor). ▪ Full Central Supplier Database (CSD) report (not a disqualifying factor). ▪ Pages to be completed, removed from the Tender document, and have therefore not been submitted. ▪ If any pages have been removed from the bid document and have therefore not been submitted. ▪ If tender document is not fully completed as required and as stipulated in the tender data. ▪ Failure to complete all sections (MBD) forms of the tender document (where applicable). ▪ If the tender document is tempered with (any typing amendments made on the document). ▪ Failure to complete the schedule of quantities as required – only lump sums provided. ▪ Scratching out without initialing next to the amended rates or information. ▪ Writing over / painting out rates / the use of tippex (without initialing) or any erasable ink, e.g. pencil. ▪ Failure to attend compulsory site inspections or information/clarification briefing (if applicable). ▪ The Tender has not been properly signed by a party having the authority to do so, according to the **Form D – "Authority for Signatory"** ▪ A Resolution by a Board of Directors of the Company authorizing the Tenderer to sign the Tender document on behalf of the Company. No authority for signatory submitted. ▪ Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications. ▪ The Tenderer's attempts to influence or has in fact influenced the evaluation and/or awarding of the contract. ▪ Failure to initialize all the pages of the Tender document. ▪ The Tender has been submitted after the relevant closing date and time. ▪ Failure to attach a valid signed Joint Venture/Consortium agreement (if applicable). ▪ Failure to complete and sign Form C1.1 Form of Offer and Acceptance. ▪ If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than **three months.** ▪ If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory. ▪ Failure to provide a valid certificate of good standing from Department of Labour (COIDA).

	Size of enterprise and current workload Evaluation of the Tenderer's position in terms of: ▪ Company resources ▪ Ability to deliver ▪ Company Work Experience
19.3.2	**Good standing with SA Revenue Services** The tenderer **must attach a valid SARS tax verification PIN**
19.3.3.	If the Tender does **not** meet the requirements contained in the DRJSMLM Procurement Policy, and the mentioned framework, it will be rejected by the Council and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.
19.3.4.	**Penalties** The Dr. J.S Moroka Local Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed: ▪ Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer. ▪ Impose a financial penalty at the discretion of Council Restrict the contractor, its shareholders and directors on obtaining any business from the Dr. J.S Moroka Local Municipality for a period of 5 years.
19.3.5.	**The additional conditions of Tender are:** 1 .Dr. J.S Moroka Local Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project. 2. Any component, item or material required and forming part of the order but not included in the Bill of Quantity (BOQ) will be procured by the service provider. The service provider shall put a mark-up of not more than 30% of the original price of such component, item or material. Quotation/s of such components, items or material shall be communicated, and approval must be obtained from the Municipality before purchase. The Municipality

	reserves the right not to accept and pay for any component, item or material not included in the BOQ purchased without its consent. Original quotation/s and invoice/s from a store where such components, items or materials are obtainable must be submitted to the Municipality. 3. The Municipality shall Conduct random inspections of the delivered goods to check for damages, accuracy, and conformity to specifications. Any damaged or incorrect delivery shall be returned by the service provider at their own cost. 4. The service provider should adhere to the given specifications of the goods required by the Municipality. All procured materials shall be compliant with the South African National Standards (SANS) or South African Bureau of Standards (SABS). The municipality reserves the right to request the service provider to produce proof of SANS certificate, or a valid and official SABS permit from the supplier/manufacture before or after the delivery. The service provider will be subjected to utilize a different and compliant supplier/ manufacture at no extra cost, if the delivered materials are found to be non-compliant with SANS standards or do not carry a SABS trademark with a permit number. 5. The Service provider shall within 7 weekdays submit a quotation of the required goods to the Municipality. The process of ordering and delivery of the required materials shall take no more than 15 weekdays from the date of receipt of a purchase order, failure to which shall warrant the Municipality to cancel the order and allocate it to a different service provider. 6. To mitigate the risk of purchasing incorrect materials, the service provider, if necessary, may be provided with a sample of the required material. This is a low-risk step that will ensure the final product matches the desired specifications and quality standards. It shall be done in order to bridges the gap between technical descriptions and the tangible reality of the material.

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM B: EVALUATION SCHEDULE: PREVIOUS RELATED WORK EXPERIENCE

The Company's tender responsiveness in relation to points is therefore summarized as follows:

Summary of Functionality	
Company Resources	25
Ability to Deliver	25
Company Work Experience	50
Total	**100**

A company must obtain a minimum of 70 points out of the 100 points above to be considered for preferential point system for price and specific goals evaluation.

COMPANY RESOURCES (Maximum Points obtainable 25)

Note: Proof of ownership must be attached for owned vehicles
Letter of intent/offer to lease must be attached for vehicle to be leased

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable		Points Claimed
Ownership of vehicle	**Type of Vehicle**		**Owning**	**Leasing**	**Points Claimed**
	Bakkie (1-Ton with the capacity of 800kg or more)	Yes	15	05	
	Truck (2-Ton or more; with the capacity of 1800kg or more)	No	25	10	
Sub-total			**25**	**10**	
TOTAL				**25**	

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

ABILITY TO DELIVER (Maximum Points obtainable 25)

Note: Proof of a signed letter issued on the official letterhead of an electrical component manufacturer or authorized supplier (distributor); verifying to the Municipality that a tenderer /bidder has an established, active account and is a recognized purchaser of their material.

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Ability to deliver Confirmation of account from the Electrical components manufacturer or authorized supplier	Confirmation letter (As described on the note above)	No	25	
Sub-total			**25**	

COMPANY WORK EXPERIENCE (Maximum Points obtainable 50)

Note: Company's previous completed projects

Provide proof of the company's previous completed projects which is in the form of verifiable **appointment letters/Purchase orders and reference letters/testimonials** issued with contact details from public and private sectors.

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
References and appointment letters/ Purchase order for similar supply and delivery contracts not older than 10 years	1 - 3 Contracts/ Purchase Order	Yes	20	
	4 - 5 Contracts/ Purchase Orders	No	30	
	6 and above Contracts/ Purchase Orders and above	No	50	
Sub-Total			**50**	
TOTAL			**50**	

TOTAL SCORE _____ /100

Tenderer	Witness *1*	Witness 2	Employer	Witness 1	Witness 2

DR JS MOROKA LOCAL MUNICIPALITY

dr.jsmlm

PROJECT NUMBER: JSM-ELEC/25-26/W00
SUPPLY AND DELIVERY OF ELECTRICAL COMPONENTS FOR THE PERIOD OF 36 MONTHS

RETURNABLE DOCUMENTS

Returnable Documents

List of returnable documents.

DR JS MOROKA LOCAL MUNICIPALITY

T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract**. In such event the Employer has the discretionary right under contract condition 8.4 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

COMPULSORY BID DOCUMENTS	
FORM A1	COMPULSORY ENTERPRISE QUESTIONAIRE
FORM A2	COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES
FORM B	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM C	DECLARATION OF INTEREST
FORM D	AUTHORITY OF SIGNATORY
FORM E	DECLARATION OF GOOD STANDING REGARDING TAX
FORM F	FINANCIAL REFERENCES /TENDERER'S CREDIT RATING AND BANK DETAILS
FORM G	MUNICIPAL UTILITY ACCOUNT
FORM H	PREFERENCE SCHEDULE
FORM I	CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM J	DECLARATION TENDERER'S LITIGATION HISTORY
FORM K	PROOF OF PROFESSIONAL INDEMNITY INSURANCE (IF APPLICABLE)
RETURNABLES FOR EVALUATION PURPOSES	
FORM L	SCHEDULE OF PREVIOUS EXPERIENCE WITH CONTACTABLE REFERENCES

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM M	SCHEDULE OF CURRENT PROJECTS WITH CONTACTABLE REFERENCES
FORM N	SCHEDULE OF PROPOSED SUB-CONTRACTOR/S (IF APPLICABLE)
FORM O	RECORD OF ADDENDA TO TENDER DOCUMENTS (IF APPLICABLE)

COMPULSORY BID DOCUMENTS

1.	**NAME OF ENTERPRISE**	
2.	**CONTACT PERSON**	
3.	**CONTACT NUMBER**	
4.	**FAX NUMBER**	
5.	**E-MAIL ADDRESS**	
6.	**POSTAL ADDRESS**	
7.	**PHYSICAL ADDRESS**	
8	**VAT REGISTRATION NUMBER**	
9	**TAX REFERENCE NUMBER**	
10	**CSD REGISTRATION NUMBER**	
10.1		

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED

YES		NO	

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐
A VERIFICATION AGENCY ACCREDITED BY THE SOUITH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) ☐
A REGISTERED AUDITOR ☐
(Tick applicable box)

Tenderer	Witness *1*	Witness 2	Employer	Witness 1	Witness 2

11 (**A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE**)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?

YES		NO	

If Yes enclose Proof

……... ……..
Signature Date

……. ……..
CAPACITY UNDER WHICH BID IS SIGNED Name of Bidder

Tenderer	Witness *1*	Witness 2	Employer	Witness 1	Witness 2

FORM A2: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES

In the case of a Joint Venture – Form "A2" needs to be completed

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: (*legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

_____

2. _____

_____

3. _____

_____

4. _____

_____

5. _____

_____

6. _____

_____

7. _____

_____

8. _____

Tenderer	**Witness *1***	**Witness 2**	**Employer**	**Witness 1**	**Witness 2**

_____

Held at _____*(place)*

On _____*(date)*

RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Dr JS Moroka Local Municipality in respect of the following project:

_____

Bid / Project Number: _____**{insert number}**

A. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____*(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

_____

C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.

D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.

E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.

F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: _____

_____

_____

_____ (code)

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

NO	NAME OF ENTITY	NAME OF REPRESENTATIVE	CAPACITY	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Note:

Tenderer	Witness *1*	Witness 2	Employer	Witness 1	Witness 2

*1. * Delete which is not applicable*
*2. **NB**. This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid*
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

Tenderer	**Witness *1***	**Witness 2**	**Employer**	**Witness 1**	**Witness 2**

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. **For Closed Corporations**

   - CK1 or CK2 as applicable (Founding Statement)
   - Copies of the ID's of the Directors

2. **For Companies**

   - A copy of the Certificate of Incorporation
   - Copies of the ID's of the Directors, and
   - the shareholders register

3. **For Joint Venture Agreements**

   - Copy of the Joint Venture Agreement between all the parties,
   - As well as the documents in (1) or (2) of each Joint Venture member.

4. **For Partnership**

   - Copies of the ID's of the partners

5. **One person Business / Sole trader**

   - Copy of ID

6. **Details Of Tax Compliance Status from South African Revenue Service**

7. **Duly Signed and dated original or copy of Authority of Signatory on company Letterhead**

8. **B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (original or a copy issued by an approved body / accredited verification agency as prescribed by the National Treasury and the Department of Trade and Industry)**

FORM B: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

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 *audi alteram partem* rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……

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

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

……... ……..
Signature Date

……. ……..
Position Name of Bidder

FORM C: DECLARATION OF INTEREST (MBD4)

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

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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[2]): …..…….

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: …….

……

[1]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;

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars: ……..

…….

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

3.10.1 If yes, furnish particulars: ……..

…….....

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

3.11.1 If yes, furnish particulars: ……

……..

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

3.12.1 If yes, furnish particulars: …….

……..

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

3.13.1 If yes, furnish particulars: …….

……..

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

3.14.1 If yes, furnish particulars: ……

…….

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

DECLARATION

I, the undersigned (name): …… certify that the information furnished is correct. I accept that the state may act against me in terms of paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

……	…….
Signature	Date
……	……..
Capacity	Name of Bidder

FORM D: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name : .....

Contact number : .....

Office address : .....

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

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr .....

has been duly authorized to sign all documents in connection with the Tender for Contract Number

….....and any Contract which may arise there from on

Tenderer	Witness *1*	Witness 2	Employer	Witness 1	Witness 2

behalf of ……
(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES: 1. ……..

2. ……

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

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

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

Tenderer	Witness *1*	Witness 2	Employer	Witness 1	Witness 2

		Signature: …….. Name: ……. Designation: ……..
		Signature: …….. Name: ……. Designation: ……..
		Signature: …….. Name: ……. Designation: ……..

ATTACH HERETO THE DULY SIGNED AND DATED <u>ORIGINAL</u> OR COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD

Tenderer	Witness *1*	Witness 2	Employer	Witness 1	Witness 2

FORM E: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)

DETAILS OF TAX COMPLIANCE STATUS:

TAXPAYER NAME	
TRADING NAME	
TAX REFERENCE NUMBER (S)	
VAT	
PIN	
EXPIRY DATE	

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001"Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) . year from the date of approval.
3. The Tax Clearance Certificate must be submitted together with the bid. Failure to submit the valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

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

FORM F: FINANCIAL REFERENCES/BANK CORFIRMATION

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

1. The tenderer shall attach to this form an original letter from the bank not older than three (3) months confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:	
ACCOUNT NAME: *(e.g. ABC Civil Construction cc)*	
ACCOUNT TYPE: *(e.g. Savings, Cheque etc)*	
ACCOUNT NO:	
ADDRESS OF BANK:	
CONTACT PERSON:	
TEL. NO. OF BANK / CONTACT:	
How long has this account been in existence:	0-6 months ☐ 7-12 months ☐ 13-24 months ☐ More than 24 months ☐ (Tick which is appropriate)

Name of Tenderer: …… Date: ……

Signature: ……

Full name of signatory: ……

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

ATTACH HERETO A COPY OF A LETTER FROM THE BANK TO THIS PAGE NOT OLDER THAN THREE (3) MONTHS

Tenderer	Witness *1*	Witness 2	Employer	Witness 1	Witness 2

FORM G: MUNICIPAL UTILITY ACCOUNT

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly

authorized to sign all documents with the Tender for Contract Number _____on behalf of

_____ hereby make a declaration as follows:
(referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.

2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____

DATE _____

FULL NAMES OF SIGNATORY _____

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

Tenderer	Witness *1*	Witness 2	Employer	Witness 1	Witness 2

ATTACH AN ORIGINAL OR A COPY OF A MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)

Important: Note the following

- List and attach account(s) registered all in the name(s) of the Director(s) and Company on the declaration form attached hereto; or
- Attach a copy of Municipal proof of residence/lease agreement along with the utility account of the Landlord, whereby the company is leasing the property its operating from.

FORM H: PREFERENCE SCHEDULE (MBD 6.1)

MBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable: or

1.3 Points for this bid shall be awarded for:

(a) Price; and Specific Goals

(b) Specific goals.

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

	POINTS
PRICE	80
Specific Goals	20
TOTAL	**100**

The specific goals based on the IDP for Dr JS Moroka local municipality are as per following.

a) Empowerment of women.

b) Empowerment of youth.

c) Empowerment of previously disadvantaged through Race.

d) BBBEE status level of contribution.

e) Empowerment of business established in the municipal jurisdiction.

f) Military veterans in line with Act no18 of 2011.

g) Empowerment of people with disabilities.

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

For this Projects, specific goals shall be awarded as follows:

a) Empowerment of previously disadvantage through Race (5 points)

b) Empowerment of women (5 points)

c) Empowerment of people with disabilities (5 points)

d) Empowerment of youth (5 points)

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of

bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps	=	Points scored for price of bid under consideration
Pt	=	Price of bid under consideration
Pmin	=	Price of lowest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
a) Empowerment of previously disadvantage through Race	N/A	(5 points)	N/A	
b) Empowerment of women	N/A	(5 points)	N/A	
d) Empowerment of youth	N/A	(5 points)	N/A	
e) Empowerment of people with disabilities	N/A	(5 points)	N/A	

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%
ii) The name of the sub-contractor……..
iii) The B-BBEE status level of the sub-contractor.....……..
iv) Whether the sub-contractor is an EME or QSE

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:…….

8.2 VAT registration number:……

8.3 Company registration number:…….

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……..

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated: ….……

Registered Account Number: …….

Stand Number:…….

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

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

(a) disqualify the person from the bidding process;

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

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

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

(e) Forward the matter for criminal prosecution.

WITNESSES:

1. ……

2. ……

……
SIGNATURE(S) OF BIDDER(S)

DATE:

ADRESS:

ATTACH AN ORIGINAL OR A COPY OF B-BBEE STATUS VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT

NOTE THE FOLLOWING B-BBEE CERTIFICATES:

1. **copies of the B-BBEE certificate should be within the financial year of the issued bid or quotation, Sworn Affidavit.**

Further information in respect of the above is obtainable from the National treasury and DTI websites and the Preferential Procurement Regulations, 2022.

FORM I: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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

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

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

a. take all reasonable steps to prevent such abuse;

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

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

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____that:

(Name of Bidder)

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

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (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.
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

FORM J: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

Y	N

If yes, furnish your details in table below.

NB: It is compulsory for all bidders to sign this form

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

…… ……

Signature Date

…… ……

Position Name of Bidder

Tenderer	Witness *1*	Witness 2	Employer	Witness 1	Witness 2

FORM K: PROFESSIONAL INDEMNITY (if applicable)

Affix Proof of Warranty, clearly specifying what equipment or vehicle is covered and the period of the warranty

RETURNABLES FOR EVALUATION PURPOSES

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM L: SCHEDULE OF PREVIOUS EXPERIENCE

The procedure for the evaluation of responsive Bids will be on the average of the **previous three projects** where the company was involved.

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- **Experience in the relevant field**
- **Ability to deliver**
- **Company resources**
- **At least three of the references will be contacted to obtain their input**.

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work.

This information is material to the award of the Contract.

Description	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel no

FORM M: SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects

This information is material to the award of the Contract.

Description	Value (R) VAT excluded	Appointment Date	Expected Completion Date	Reference		
				Name	Organisation	Tel no

FORM N: SCHEDULE OF PROPOSED SUB-CONTRACTORS

Are / Do you have sub-contractors? **Y** **N**

If yes, complete the below

NAME OF SUB-CONTRACTOR	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONTRACTOR

FORM O: RECORD OF ADDENDA TO TENDER DOCUMENTS

Was there an addendum issued? **Y** **N**

If yes, fill or attached the communication that you received.

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

	Date	Title of Details

DR JS MOROKA LOCAL MUNICIPALITY

dr.jsmlm

PROJECT NO: JSM-ELEC/25-26/W00
SUPPLY AND DELIVERY OF ELECTRICAL COMPONENTS FOR THE PERIOD OF 36 MONTHS

THE CONTRACT

THE CONTRACT

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Bill of quantities

Part C3: Scope of Work

C3 Scope of Work

Part C4: Site Information

C4 Site Information

Part C5 : Additional Relevant Documents

C5.1 Supply Chain Management Policy

DR JS MOROKA LOCAL MUNICIPALITY

dr.jsmlm

PROJECT NO: JSM-ELEC/25 –26W00
SUPPLY AND DELIVERY OF ELECTRICAL COMPONENTS FOR THE PERIOD OF 36 MONTHS

AGREEMENTS AND CONTRACT DATA

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

FORM C.1.1 FORM OF OFFER

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works

PROJECT NO: JSM-ELEC/25-26/W00
SUPPLY AND DELIVERY OF ELECTRICAL COMPONENTS FOR THE PERIOD OF 36 MONTHS

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS
……..

……. Rand (in words); R ..... (In figures).

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor/Consultant/Service Provider in the Conditions of Contract identified in the Contract Data.

Signature(s) _____

Name(s) _____ _____

Capacity _____

For the tenderer _____
(Name and address of organisation)

Name & Signature
Of Witness _____ _____
Name Date

Tenderer	**Witness *1***	**Witness 2**	**Employer**	**Witness 1**	**Witness 2**

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

Part 1 Agreements and Contract Data (which includes this Agreement)
Part 2 Pricing Data
Part 3 Scope of Work
Part 4 Site information
Part 5 Additional Documentation

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.
The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s) _____

Name(s) _____ _____

Capacity _____

For the Employer _____
(Name and address of organisation)

Name & Signature
Of Witness _____ _____
Name Date

Tenderer	**Witness *1***	**Witness 2**	**Employer**	**Witness 1**	**Witness 2**

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.

2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here.

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.

4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

6 Subject

Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signatures (s) _____ _____

Name(s) _____ _____

Capacity _____ _____

_____
(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

FOR THE EMPLOYER

Signatures (s) _____ _____

Name(s) _____ _____

Capacity _____ _____

_____
(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

CONTRACT DATA

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render the services as described in the attached bidding documents to (name of the institution) ……. in accordance with the requirements and task directives / proposals specifications stipulated in bid number ***JSM-ELEC/25-26/W00*** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Employer / Municipality during the validity period indicated and calculated from the closing date of the bid.

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

   i. Bidding documents, *viz*
      - Invitation to bid.
      - Tax clearance certificate.
      - Pricing schedule(s).
      - Filled in task directive/proposal.
      - Preference claims for Specific Goals in terms of the Preferential Procurement Regulations 2022.
      - Declaration of interest.
      - Declaration of Bidder's past practices.
      - Certificate of Independent Bid Determination.
      - Special Conditions of Contract.
      - Service Level Agreement.

   ii. General Conditions of Contract:

   iii. Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations, and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

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

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) …….

CAPACITY …….

SIGNATURE …….

NAME OF FIRM …….

DATE …….

WITNESSES

1 ……..…….

2 ……..…….

DATE: ……..

Tenderer	**Witness *1***	**Witness 2**	**Employer**	**Witness 1**	**Witness 2**

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

SIGNED AT: …….…… ON ……

NAME (PRINT) ……..

SIGNATURE …….…….

OFFICIAL STAMP

WITNESS
1……..…..
2……
DATE: …….

DATA PROVIDED BY THE EMPLOYER

	Data
2.1.	*The Name of the Employer is* ***Dr JS Moroka Local Municipality*** *The address of the Employer is:* *2601/3 Bongimfundo Street* *Siyabuswa* *0472* *Private Bag X 4012* *Siyabuswa* *0472*

Tenderer	**Witness *1***	**Witness 2**	**Employer**	**Witness 1**	**Witness 2**

	Telephone: 013 973 1101/1390 *Facsimile: 013 973 2463/0974*
2.2.	*The Project is for* ***DR JS MOROKA LOCAL MUNICIPALITY; PROJECT NO: JSM-ELEC/25-26/W00 SUPPLY AND DELIVERY OF ELECTRICAL COMPONENTS FOR THE PERIOD OF 36 MONTHS***
2.3.	*The project shall for a period of 3 (three years) / 36 Months with effect from the date of appointment of the Service Provider.*
2.4.	*The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.*
	The service provision shall be as per scope on the letter of appointment and the Tender document.
2.5.	*This Project shall be subject to a service level agreement upon appointment.*
2.6.	*The client shall be subject not be responsible for any overtime worked or overtime payment made to the personnel of the Service Provider.*
2.7.	*The notice of termination shall be seven (7) calendar days.*
2.8.	*Prices must be adjusted as per the current inflation rate.*
2.9.	*The Employer's delegation of authority is stipulated in local government legislation, in the approved Council's resolution of Delegated Powers, the Supply Chain Management Policies, the Accounting Officer's issued Briefs and in the appointment letter.*
2.10.	*The Service Provider shall receive instructions in writing only from the Employer or his designated representative.*
2.11.	*The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:* *1. Change any one of the approved personnel upon which the contract was awarded.* *2. The issuing of cessions by the Research consulting or any service provider is expressly prohibited except if and when prior written approval of the Dr JS Moroka Local Municipality under the signature of the Municipal Manager for the issue of a cession has been requested and obtained.* *3. Written approval must be obtained from the Employer's agent before the commencement of each stage of the normal and additional services. Each stage must be completed in full before the following stage is commenced with. Written approval to deviate from this stipulation must be obtained from the Employer's agent.*
2.12.	*On becoming aware of any matter which will materially change or has changed the Services, the Service Provider shall within 7 Days thereof give notice to the Employer.*
2.13.	*The Service Provider must commence immediately upon acceptance of the appointment.*
2.14.	*The employer may terminate the Contract, over and above what is stipulated in the General Conditions of Contract, if the Service Provider (i.e. the Research Consulting) does not perform in accordance with the performance agreement that forms part of the appointment*
2.15.	*The Employer shall give the Service Provider not less than seven (7) Days written notice of any termination made in terms of 2.14.*
2.16.	*The Employer reserves the right not to appoint Service Provider for 12 months from the date of termination whose contract was terminated due to non-performance.*
2.18.	*The* ***Employer*** *retains all and/or any rights to any patents or copyright or intellectual rights to all and any documents in whatever format, inventions, designs, discoveries, improvements as made, discovered or conceived by the SERVICE PROVIDER in respect of this contract, whether wholly or partly, in connection with, or incidental, to this contract and which may relate to, or be in connection with, or be useful to the business carried out by the* ***COUNCIL****. Such patents or copyrights are not limited to any particular area or country and the* ***COUNCIL*** *reserves the right to alter, modify, adapt or change any designs, processes or methods or any such patents or copyrights. All such documents in whatever format, inventions, designs, discoveries, improvements as made, discovered or*

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

	*conceived by the SERVICE PROVIDER shall be handed over to the **COUNCIL** on completion of the project. The SERVICE PROVIDER may not include any company logo or other company details on or in any documents prepared for and on behalf of the **COUNCIL**.*

DATA PROVIDED BY THE SERVICE PROVIDER

1.	The Service Provider is: ……..……... Address: ……. Telephone: ……. Facsimile: ……...
2	The authorised and designated representative of the Service Provider is: Name: …….. The address for receipt of communications is: ……. Telephone: ……..…….. Facsimile: ……..…… Address: ……..……..
3	The Key Persons and their jobs / functions in relation to the services are:

No	Name	Specific Duties

DR JS MOROKA LOCAL MUNICIPALITY

dr.jsmlm

PROJECT NO: JSM-ELEC/25-26/W00

SUPPLY AND DELIVERY OF ELECTRICAL COMPONENTS FOR THE PERIOD OF 36 MONTHS AS AND WHEN REQUIRED

.

FORM C2.2 BILL OF QUANTITIES

1. PRICING SCHEDULE / BILL OF QUANTITIES

1.1 PRICING INSTRUCTIONS

- The quantities set out in the specification provided are approximate and do not necessarily represent the actual amount of QUANTITIES / VOLUME to be supplied. The quantities of supplied and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

- The prices and rates to be inserted in the Bills of Quantities (in your tender document) are to be the full inclusive prices described under the several items. Such prices and rates shall cover all costs and expenses that may be required for the delivery of items as described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit.

- A price or rate is to be entered against each item in the Schedule/Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

- Price to be inserted to in unit terms as stated.

- An annual escalation rate in percentage terms need to be inserted / indicated in the Bill of Quantities.
- All quoted prices must in South African Currency (Rand)

2. PRICING SCHEDULE

Note ~ *Most of our highmast lights use High-Pressure Sodium (HPS) light fittings which are traditionally high-intensity discharge (HID) lamps widely used in high mast lighting with poles generally 15-40 meters tall, due to their high efficacy and long life. However, we are moving towards replacing them by LED technology due to better energy efficiency and lower maintenance requirements of LEDs; therefore, components to be procured must be suitable for use in both LED and HPS fittings.*

ITEM	DESCRIPTION	UNIT	RATE	TOTAL
1.	**THREE PHASE CIRCUIT BREAKERS -** SANS 556 or IEC 60947-2			
1.1	100AMP	1		
1.2	80AMP	1		
1.3	60AMP	1		
2.	**SINGLE PHASE CIRCUIT BREAKERS –** SANS 556 or IEC 60947-2			
2.1	5AMP	1		
2.2	10AMP	1		
2.3	15AMP	1		
2.4	20AMP	1		
2.5	30AMP	1		
2.6	40AMP	1		
2.7	60AMP	1		
3	**3-POLE CIRCUIT BREAKER -** SANS 556 or IEC 60947-2			
3.1	30 AMP	1		

3.2	40 AMP	1		
3.3	60 AMP	1		
3.4	70 AMP	1		
3.5	100 AMP	1		
3.6	125 AMP	1		
3.7	150 AMP	1		
3.8	160 AMP	1		
3.9	200 AMP	1		
4	**CIRCUIT BREAKER SINGLE POLE**			
4.1	5 AMP	1		
4.2	10AMP	1		
	15AMP	1		
4.3	20AMP	1		
4.4	30AMP	1		
4.5	40AMP	1		
5	**EARTH LEAKAGE -** (NRCS) VC 8035**,** Devices must meet relevant SABS (South African Bureau of Standards) or equivalent international standards (like IEC 1008/1009) for performance and safety			
5.1	63 AMP	1		
6	**NARROW BEAM -** (GENLUX) – Beam angle ranging from 10° to 45° with Luminous Efficacy			

	of >140-160 lm/W for high-performance light.			
6.1	400W	1		
7	1000W	1		
	WIDE BEAM – (GENLUX)- IP65 or higher (IP67 common), SANS 0225 (for masts), specified coverage of 100-130m.			
7.1	400W	1		
7.2	1000W	1		
8	**EARTH WIRE –** SANS 1507-3, BS EN 50525-2-31, IEC 60332-1			
8.1	10mm	1		
9	**GLOBES** (PHILIPPS, OSRAM) – Lifespan of 12 000 to 24 000 hours			
9.1	400w Cool White Screw Globes, type ES	1		
9.2	1000w Cool White Screw Globes, type ES	1		
10	**FUSES –** (High rupturing capacity, MCBs, Expulsion or SPDs)			
10.1	05AMP	1		
10.2	20 AMP	1		

10.3	30 AMP	1		
10.4	40 AMP	1		
10.5	63 AMP	1		
10.6	80 AMP	1		
10.7	100 AMP	1		
11	**DAY NIGHT SWITCH - 3PIN PHOTOCELL**			
11.1	16 AMP	1		
12	**DAY NIGHT SWITCH- EYEBALL PHOTO CELL**			
12.1	16 AMP	1		
13	**CAPACITOR -** (SANS 10142) and relevant international norms (like CENELEC standards) is mandatory			
13.1	400 W	1		
13.2	1000 W	1		
14	**IGNITOR -** Vossloh Schwabe (Z1000MK for 1000W, Z400MK for 400W), or standard 3-wire CD-10/CD-7 series			
14.1	400 W	1		
14.2	1000 W	1		
15	**CONTACTOR -** AC-5a/5b, high IP rating of (IP65/IP66), ANS/IEC			

	standards (e.g., SANS 60947-4-1).			
15.1	220/230-240 V	1		
15.2	415V	1		
16	**BALLAST**			
16.1	400 W	1		
16.2	1000 W	1		
17	**LED FLOOD LIGHT FITTING ENERGY SAVER -** (MAGNITEC, GENLUX), lifespan of 50 000 to 100 000 hours			
17.1	1.2mm single globe fitting	1		
17.2	1.2mm double globe fitting	1		
18	**FLOURECENT LIGHT FITTING**			
18.1	1.2m	1		
18.2	1.5m	1		
19	**FLOURECENT LIGHT TUBE**			
19.1	1.2m	1		
19.2	1.5m	1		
21	**CABLE JOINT**			
	10mm	1		
20.1	16mm	1		

20.2	35mm	1		
21	**COMPLETE DISTRIBUTION BOARD (DB) FOR HIGHMAST LIGHTS**			
21.1	**Three-Phased DB** - compliant with SANS 10142-1 and SANS 10225 with a Minimum rating of IP65/IP66	1		
22	**CABTYRE CABLE FOR HIGH MAST LIGHT**			
22.1	2.5mm cabtyre cable 4CORE 100M	1		
22.2	2.5mm cabtyre FLEXIBLE CABLE 5CORE 100M	1		
22.3	8mm x 5core cabtyre cable	1		
22.4	8mm x 7core cabtyre cable	1		
	SUFIX CABLE			
22.5	2.5mm x 1m	1		
22.6	1.5mm x 1m	1		
23	**GLOBES FITTINGS**			
23.1	HPS 400W	1		
23.2	HPS 1000W	1		
24.	**GLOBES**			
24.1	250W	1		

24.2	150W	1		
24.3	125W	1		
24.4	100W/840 EC	1		
24.5	100W/840 ES	1		
24.6	60W/840 EC	1		
24.7	60W/840 ES	1		
24.8	58W	1		
24.9	14W/840 EC	1		
24.10	14W/840 ES	1		
25	**GLOBE HOLDERS – E40 ceramic holder** GIANT EDISON SCREW (GES) or Edison Screw (ES) for High Pressure Sodium (HPS) lights, minimum of **IP66** rating, SANS 60598-1/2-1 (luminaires)			
25.1	400w-1000w	1		
26	**FSU STATERS**			
26.1	220-240V	1		
27	**LED LIGHTS FOR HIGHMAST LIGHTS**			
27.1	400W	1		
28	**FERRELS**			
28.1	16MM	1		
28.2	35MM	1		
28.3	10MM	1		
29	**MUSKING TAPE**			

29.1	Red	1		
29.2	Yellow	1		
29.3	blue	1		
29.4	black	1		
30	**POWER CABLE per 1M**			
30.1	10mm X 4core	1		
30.2	16mm x 4core	1		
30.3	35mm x 4core	1		
31	**LED NARROW BEAM**			
31.1	400W	1		
31.2	600W	1		
	LED WIDE BEAM			
31.3	400W	1		
31.4	600W	1		
32	**PUMPS**			
32.1	Water suction pump (0.75kW (1HP), 220V-240V submersible pump designed for handling clean water and screened sewage, with a maximum flow rate of 20,000L/hour and a maximum head height of 15m)	1		
32.2	Borehole pump (stainless steel construction, 0.55kW–2.2kW single-phase 220-240V or 380-400V three-phase motors, and IP68 protection, with capacities to handle	1		

	depths up to 100m+ and flows of 20-100 l/min)			
33	TRANSFORMER – oil immersed, three phased and ground or pole-mounted: **SANS 780**			
33.1	16KVA	1		
33.2	25KVA	1		
33.3	32KVA	1		
33.4	50KVA	1		
33.5	100KVA	1		
34	WALL PLUGS AND SWITCHES (16A, 250V AC rated, flush-mount units (SANS 164-1 compliant)			
34.1	CBI Wall plug socket double	1		
34.2	1 lever wall switch	1		
34.3	2 lever wall switches	1		
SUB TOTAL				
VAT				
TOTA				

C.2.1 PRICING INSTRUCTIONS

1. ***No monthly service or agreement fee shall be paid***, the municipality would instead apply the rates below as and when repairs and maintenance of the fleet in accordance with the quoted rate occurs.

2. All activities must be invoiced on a monthly basis, based on the completion of the service or repair of vehicle or machinery.

3. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.

4. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.

5. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.

6. **All rates and amounts must be completed by hand in black Ink.**

7. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.

8. Although the tenderer is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the engineer is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.

9. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.

10. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of wok covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.

11. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:

    - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
    - Quantity (Qty): The number of units of work/service provision for each item.
    - Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.
    - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
    - Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.

Tenderer	Witness *1*	Witness 2	Employer	Witness 1	Witness 2

DR JS MOROKA LOCAL MUNICIPALITY

dr.jsmlm

DR JS MOROKA LOCAL MUNICIPALITY; PROJECT NO: JSM-ELEC/25-26/W00 SUPPLY AND DELIVERY OF ELECTRICAL COMPONENTS FOR THE PERIOD OF 36 MONTHS

SCOPE OF WORK

Part C3: Scope of Work

C3 Scope of Work

DR JS MOROKA LOCAL MUNICIPALITY

dr.jsmlm

C. 3. SCOPE OF WORK

1. **Purpose**

The purpose of this tender is to obtain suitable and qualifying companies for appointment on a panel of service providers for the supply, delivery and offloading of electrical components, for a period of 36 months as and when required. The appointed service providers will be expected to comply with:

a) A list from the Municipality detailing the description of materials,
b) Specifications of the requires materials,
c) Specified quantities,
d) Procure, deliver and offload to the correct location/address,
e) Adhere to the given timeline of delivery,
f) Ensure adherence to contract terms and pricing,
g) Comply with health and safety standards,
h) Carry-out quality inspection
i) Ensure the quality of the delivered materials comply with the South African National Standard (SANS),
j) Adhere to requirements of any documentation by the Municipality,
k) Liaise and arrange with reputable suppliers to obtain the required material,
l) Arrange own transportation of materials,
m) Ensure availability of relevant machinery and personnel to safely off-load the materials.
n) Protect material/s against potential significant financial loss due to unforeseen events like accidents, theft, or natural disasters during transit.

2. **BACKGROUND**

The Municipality has constructed office buildings, facilities, stadiums, market stalls, community halls and high mast lights that are of service to the community. The Municipality is responsible for ensuring that this infrastructure is in good condition by carrying out necessary repairs and maintenance. Regular maintenance, including the replacement of worn out or damaged components is necessary to ensure a maximized lifespan, prevent unexpected failures and maintain building safety standards. Performing regular maintenance work assists in preventing defects and keeps the infrastructure safe for human use.

Having quality materials for maintenance is crucial because it directly translates to enhanced durability, long-term cost savings, improved safety, and overall operational efficiency. The Municipality shall at no given time accept substandard materials therefore replacements of such materials will be done at no extra cost by the responsible service provider.

3. **TERMS OF CONTRACT**

The materials purchased by the appointed service provider/s from a panel of service providers for the supply and delivery of Electrical Components will be used by the internal municipal personnel to carry-out repair and maintain work on Municipal infrastructure. The service provider will be issued with the approved purchase order. The service provider will procure the material and delivery to the Municipality. The process of ordering and delivery of relevant materials will take not more than 15 days from the date of receipt of a purchase order.

Furthermore, any component, item or material required and forming part of the order but not included in the Bill of Quantity (BOQ) will be procured by the service provider. The service provider will put a mark-up of not more than 30% of the original price of such component, item or material. Quotation/s of such component, item or material shall be communicated, and approval must be obtained from the Municipality before purchase. The Municipality reserves the right to not accept and pay any component, item or material not included in the BOQ purchased without its consent. Original invoice/s from a store where such component, item or material is purchased must be submitted to the Municipality.

This Contract shall be considered legally binding only if the Municipality formally accepts the tender offer. Both parties shall be bound by the price and conditions agreed-upon. The Municipality is not obligated to accept the lowest or any bid.

_____ _____
BIDDER'S SIGNATURE DATE