



**INKOSI LANGALIBALELE LOCAL  
MUNICIPALITY**

**DEPARTMENT OF PUBLIC WORKS AND BASIC  
SERVICES: ELECTRICITY**

**BID DOCUMENT**

**BID NO: ILM 01/25/26**

**THE PANEL OF CONTRACTORS FOR CIVIL  
WORKS (4CE AND HIGHER) FOR A PERIOD OF  
THREE YEARS**

**BIDDERS NAME:**

**INKOSI LANGALIBALELE MUNICIPALITY**

**DEPARTMENT OF PUBLIC WORKS AND  
BASIC SERVICES**

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**INVITATION TO BID**

# ADVERTISEMENT



## INKOSI LANGALIBALELE LOCAL MUNICIPALITY

Inkosi Langalibalele Local Municipality hereby invites proposals from all suitable qualified and experienced organizations/consortia in terms of section 83 of the Municipal Systems Act, Act 32 (as amended) and sections 110 and 112 of the Municipal Finance Management Act, Act 56 of 2003 for the following bid;

Project Name	Bid No	CIDB Grading	Compulsory Briefing Date	Closing Date
The Panel of Contractors for Civil Engineering Works (4CE and Higher) for a Period of Three (03) Years	ILM 01/25/26	4 CE or Higher Or 3CE PE	30 January 2026 @ 10h00 am	16 February 2026 @ 10h00 am

Tender documents will be available in pdf format as from **23 January 2026** in the Inkosi Langalibalele Municipality webpage ([www.ilm.gov.za](http://www.ilm.gov.za)) and/or e-tenders portal ([www.etenders.gov.za](http://www.etenders.gov.za)).

**A compulsory briefing session will be held at Inkosi Langalibalele Local Municipality offices situated at Civic Buildings, Victoria Street, Estcourt, 3310. Printed Tender Documents must be presented for signing (Compulsory).**

**Functionality Points Table: Please note that bidders must score a minimum of 70% to be considered for further evaluation.**

No	Key aspect of criterion	Points allocated	Verification Method.
1	<b>Company previous completed projects in the relevant field</b> 10 points per project	<b>30</b>	Please supply the proof in the form of appointment letter and Completion Certificate/Reference Letter (for projects that are not completed) stating the status of the project <b>(one project = Appointment Letter and Completion Certificate/Reference Letter)</b>
	<b>Qualifications and Experience of Key Personnel</b> <ul style="list-style-type: none"> <li><b>Contract Manager:</b> Must be registered with ECSA (Pr Eng / PR Tech Eng / Pr Tech) or SACPCMP (Pr CPM), NQF Level 6 relevant qualification with 3 Years and above experience (10 points)</li> <li><b>Site Agent:</b> Must be registered with ECSA (Pr Eng / PrTech Eng / Pr Tech) or SACPCMP (Pr CPM) NQF Level 6 relevant qualification with 3 Years and above experience. (8 Points)</li> <li><b>Foreman:</b> NQF Level 6 relevant qualification and not less than 3 Years' Experience. (2 Points)</li> </ul>	<b>20</b>	Please supply copies of certified qualifications, proof of certified Identity Documents, certified copies of registration certificates with the relevant Council and comprehensive Curriculum Vitae

	<b>Schedule/Availability of Plant</b> <ul style="list-style-type: none"> <li>• 1 x Excavator (5 Points)</li> <li>• 1 x Grader (5 Points)</li> <li>• 3 x Tipper Truck (5 Points)</li> <li>• 1 x Roller (5 Points)</li> </ul>	<b>20</b>	Proof of Ownership or Lease Agreement. Copy of Certified Registration Documents
	<b>Quality Control Construction Approach and Methodology</b> <ul style="list-style-type: none"> <li>• 10 Points for (Comprehensive Methodology, Financial Capacity and Clear Approach)</li> <li>• 5 Points for (Moderate Methodology, Financial Capacity and Approach)</li> <li>• 2 Points for (Poor Methodology, Financial Capacity and Approach)</li> </ul>	<b>10</b>	Company Proposal with Comprehensive Methodology
	<b>Location of the Branch office</b> <ul style="list-style-type: none"> <li>• 20 Points for Branch Office Within Inkosi Langalibalele</li> <li>• 10 Points for Branch Office Within Uthukela District</li> <li>• 05 Points for Branch Office Within KwaZulu Natal</li> </ul>	<b>20</b>	Proof of Ownership of Site or Lease Agreement
	<b>TOTAL</b>	<b>100</b>	

This tender will be evaluated on the 80/20 preferential procurement policy framework Act (PPPFA) Regulations 2022 whereby the evaluation criteria will be based on the following specific goals:

Goal	Method of Evaluation	Points
<b>a) HDI Equity</b> 100% HDI Equity Between 50% and 99% Equity Between 25% and 49% Equity	<b>Detailed CSD Report</b>	5 4 3
<b>b) Female Ownership</b> 100% Female Owned Between 50% and 99% Equity Between 25% and 49% Equity	<b>Detailed CSD Report</b>	5 4 3
<b>c) Promotion of local business</b> Located within Local Municipality Located within District Municipality Located within the Province	<b>Utility account/lease agreement (Rates)</b> Company/Director's Rates and Taxes Statement (Not older than three months); or Company/Director's Valid Lease Agreement	5 3 2
<b>d) Management</b> Female 25% Disability 25%	<b>Certified ID's for female management staff</b> <b>Sworn affidavit from the SAPS</b>	2 2

Youth 25%	<b>Certified ID's for youth management staff</b>	<b>1</b>
<b>Total Special Goals</b>		<b>20</b>

Tenders are to be completed in full bond and in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be placed in a sealed envelope and clearly marked **“Panel of Contractors for Civil Works”** quoting the relevant Bid Number must be deposited in the Tender box at ground floor, Inkosi Langalibalele Municipality, Victoria Street, Estcourt, 3310 by not later than the date and time stipulated above, where they will be opened and registered in public.

The Inkosi Langalibalele Municipality subscribes to the Preferential Procurement Regulations, pertaining to the preferential procurement policy framework act (PPPFA) principles whereby a tenderer's submission will be evaluated according to the sum of the award of points in respect of the tender value and the specific goals of the tenderer. The tender will be evaluated on 80/20 as per the PPPFA Regulations 2022 and shall be based on pre-qualification and functionality. Bidders are required to submit a fully completed tender document issued by the Inkosi Langalibalele Local Municipality accompanied by a Company Profile, company's CSD (Central Supplier Database) Report, CIPC Documents, Certified Identity Documents of all Directors, valid CIDB Grading Certificate, Valid copy of the Tax Clearance Certificate/PIN from the Receiver of Revenue, Rates and Taxes Statement obtainable from the Local Municipality, alternatively, Valid Lease Agreement. Please note that the onus is upon the tenderer to ensure that the Tax matters are **always** up to date.

**Service providers operating in exempted areas shall submit an exemption letter obtainable from a Local Municipality.**

## **BID ENQUIRIES**

Bid enquiries are to be addressed to SCM Section - Mr Lindani Sithathu at telephone number 036 342 7836 or e-mailed to [lsithathu@ilm.gov.za](mailto:lsithathu@ilm.gov.za).

Alternatively, in relation to technical issues, enquiries are to be addressed to PMU Section – Ms. Benzile Mabaso at telephone number 036 342 7924 or e-mailed to [benzile@ilm.gov.za](mailto:benzile@ilm.gov.za).

***The INKOSI LANGALIBALELE Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept a bid in whole or any part. The municipality further reserves the right not to award this bid.***

**MR SB MTHEMBU  
MUNICIPAL MANAGER**

**Notice: 03/2026**

**INKOSI LANGALIBALELE MUNICIPALITY**

**DEPARTMENT OF PUBLIC WORKS AND  
BASIC SERVICES**

**BID DOCUMENT**

**BID NO: ILM 01/25/26**

**THE PANEL OF CONTRACTORS FOR CIVIL  
WORKS (4CE AND HIGHER) FOR A PERIOD OF  
THREE YEARS**

**CONDITIONS OF THE BID**

**INKOSI LANGALIBALELE LOCAL MUNICIPALITY  
DEPARTMENT OF PUBLIC WORKS AND BASIC SERVICES**

**ILM 01/25/26: THE PANEL OF CONTRACTORS FOR CIVIL WORKS (4CE AND HIGHER)  
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**CONDITIONS OF THE BID**

**A. GENERAL**

1. Bid documents must be completed in black ink and prices must include VAT.
2. **All pages and annexure must be initialed / sign in full signature where required.**
3. The lowest or any Bid will not necessarily be accepted and Inkosi Langalibalele Municipality reserves the right to accept the whole or any part of a Bid or to reject any or all the Bid without stating the reasons thereof.
4. No Bid will be accepted by fax or e-mail.
5. Bids are to remain open for acceptance for a period of one hundred and twenty (120) days from the date they are lodged and may be accepted at any time during the said period of one hundred and twenty (120) days.
6. All prices and details must be legible / readable to ensure the Bid will be considered for adjudication.
7. Full details of services offered must be supplied together with the return documents. All additional documents returned with the Bid documents must be firmly bound and marked as “**Additional**” to the specific Bid reference number.
8. Only Bids on Inkosi Langalibalele Municipality official Bid document will be accepted and the original document must be returned, fully completed and signed, in the form presented. **Failure to do so will invalidate such Bid.**
9. **Corrections may not be made by means of a correcting fluid. In the event of a mistake having been made by the Bidder it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the Bid if corrections are not made in accordance with the above.**
10. Should it be considered necessary by the Bidder that officials of Inkosi Langalibalele Municipality should proceed to other centres for inspection purposes, such costs shall be for the account of the Bidder.
11. This contract will be governed by Inkosi Langalibalele Municipality “Conditions of the Bid” only and not any conditions supplied by the Bidder.
12. The Bidder must submit a comprehensive company profile, for example the founding company statements, as well as detailed exposition of previous work done.
13. If items are not Bid for a line must be drawn through the space in pen.
14. Only Bids received by the given closing date and time in the specified municipal tender box will be considered.
15. In cases where Training / Demonstrations might be required, the supplier must provide such training and issue relevant certificates for such training, without additional costs as indicated in pricing list.

**B. DEMONSTRATIONS AND INSPECTIONS**

1. All bidders must be prepared to demonstrate where required, free of charge and obligation, at the Inkosi Langalibalele Local Municipality or any other area within the boundary of the Inkosi Langalibalele Local Municipality, any services offered in this bid.
2. Where officials are required to attend demonstrations or inspections outside the boundary of the Inkosi Langalibalele Local Municipality Area, all costs to attend such demonstration must be borne by the Bidder.



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**BID DOCUMENT**

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**GENERAL CONDITIONS OF CONTRACT**

**INKOSI LANGALIBALELE LOCAL MUNICIPALITY  
DEPARTMENT OF PUBLIC WORKS AND BASIC SERVICES**

**ILM 01/25/26: THE PANEL OF CONTRACTORS FOR CIVIL WORKS (4CE AND HIGHER)  
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**GENERAL CONDITIONS OF CONTRACT**

**TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

## General Conditions of Contract

### 1. Definitions

The following terms shall be interpreted as indicated:

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

- 1.14. **“GCC”** means the General Conditions of Contract.
- 1.15. **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. **“Imported content”** means that portion of the Bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the Bid will be manufactured.
- 1.17. **“Local content”** means that portion of the Bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labor, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **“Project site,”** where applicable, means the place indicated in Bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Supplier”** means the successful Bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26. **“Tort”** means in breach of contract.
- 1.27. **“Turnkey”** means a procurement process where one Consultant assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28. **“Written” or “in writing”** means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

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

- 2.2. Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### **3. General**

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

### **4. Standards**

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

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

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

### **6. Patent Rights**

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

### **7. Performance security**

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

- 7.2.** The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3.** The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a)** a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the Bidding documents or another form acceptable to the purchaser; or
  - (b)** a cashier's or certified cheque
- 7.4.** The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

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

- 8.1.** All pre-Bidding testing will be for the account of the Bidder.
- 8.2.** If it is a Bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the Bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3.** If there are no inspection requirements indicated in the Bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4.** If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5.** Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6.** Goods and services, which are, referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7.** Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

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

## **9. Packing**

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. Spare parts**

- 14.1.** As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a)** such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b)** in the event of termination of production of the spare parts:
    - (i)** advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii)** following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

- 15.1.** The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2.** This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3.** The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4.** Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5.** If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

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



**16.4.** Payment will be made in Rand unless otherwise stipulated.

## **17. Prices**

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

## **18. Variation orders**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

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

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

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

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

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

be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised, or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five ( 5) working days of such imposition, furnish the National Treasury, with the following information
- i. The name and address of the supplier and / or person restricted by the purchaser;

- ii. The date and commencement of the restriction
- iii. The period of restriction; and
- iv. The reasons for the restriction.

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

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

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

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

## **25. Force Majeure**

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall

make every effort to resolve amicably such dispute or difference by mutual consultation.

- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

## **28. Limitation of Liability**

- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

- 31.1. Every written acceptance of a Bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his Bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any Bidder whose tax matters are not in order. Prior to the award of a Bid SARS must have certified that the tax matters of the preferred Bidder are in order.
- 32.4. No contract shall be concluded with any Bidder whose municipal rates and taxes and municipal services charges are in arrears.

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

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

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

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

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

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a Bidder(s) is / are or a contractor(s) was / were involved in collusive Bidding.
- 35.2 If a Bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a Bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the Bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the Bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the Bidder(s) or contractor(s) concerned.

**INKOSI LANGALIBALELE MUNICIPALITY**

**DEPARTMENT OF PUBLIC WORKS AND  
BASIC SERVICES**

**BID DOCUMENT**

**BID NO: ILM 01/25/26**

**THE PANEL OF CONTRACTORS FOR CIVIL  
WORKS (4CE AND HIGHER) FOR A PERIOD OF  
THREE YEARS**

**SPECIAL CONDITIONS OF CONTRACT**

**INKOSI LANGALIBALELE LOCAL MUNICIPALITY  
DEPARTMENT OF PUBLIC WORKS AND BASIC SERVICES**

**ILM 01/25/26: THE PANEL OF CONTRACTORS FOR CIVIL WORKS (4CE AND HIGHER)  
FOR A PERIOD OF THREE YEARS**

**SPECIAL CONDITIONS OF CONTRACT**

**1. SCOPE OF TENDER**

This tender comprises of the related construction, rehabilitation and maintenance of municipal construction projects as and when required.

**2. PRICE AND ESCALATION**

The prices quoted will be subject to adjustment arising from statutory increase only. For the calculation of escalation, the SEIFSA formula for the adjustment of prices will apply. The base month to be used must be July 2023. The prices will be adjusted to a date one month prior to the date of delivery. The relevant table(s) of price indices and the calculation of the amount of adjustment must be clearly shown in a letter / statement supporting any invoice.

All prices quoted **must indicate VAT separately**.

**3. DURATION OF CONTRACT**

The service provider will be appointed to the panel, and a municipal authorised process will apply from a panel, a service level agreement will be entered into with the successful bidder and signed by both parties. The contract is envisaged to subsist for a period from the date of confirmation of appointment of the Service Provider to the end date of the contract. The contract will be reviewed regularly and may be cancelled at any stage based on the performance of the service provider.

**4. PAYMENTS**

All payments will be made to the service provider within thirty (30) days of receipt of an invoice. All invoices should be submitted by the 15<sup>th</sup> of each month.

**5. SERVICE LEVEL AGREEMENT**

- 7.1 A service level agreement will be entered into with the successful Bidder.
- 7.2 Negotiations in respect of the service level agreement must be finalised within fourteen (14) calendar days of receipt of the letter of acceptance by the successful Bidder."
- 7.3 Service level agreement entered into with the successful Bidder will capture the time frames or performance applying to this contract.
- 7.4 Should no consensus be reached within fourteen (14) calendar days of finalizing the Service Level Agreement (SLA), the Municipality will be entitled to:
  - cancel its acceptance of the Bid, or
  - extend the negotiation period without prejudice to any of its other rights in terms of this contract or common law.

**8. PENALTIES**

In the event of non-compliance with the agreed time frames, Penalty fees in the amount stipulated on the service level agreement will be deducted in lieu of each day the

successful Bidder fails to render its service in respect of the Bid. Penalties will be applied for failure to comply with the conditions attached to this Bid. These penalties are more fully described in the Service Level Agreement.

## **9. SPECIFICATION**

Specifications shall be determined by the municipality each time a service provider is invited for a specific tender.

## **10. PRICE**

The prices to be quoted under this tender shall be based on the issued bill of quantities.

## **11. BID VALIDITY**

This Bid shall not be withdrawn during a period of one hundred and twenty (120) days from the date on which is to be closed and it may be accepted at any time during that period.

## **12. BID COMPLIANCE**

The Bid must comply with the following:

- ✓ Bid must be on the official tender document.
- ✓ This Bid or part thereof may not be ceded.

## **13. PERFORMANCE SECURITY**

- ✓ A fixed percentage in respect of Performance Security may be applicable in respect of each Bid and may apply for the duration of the contract.
- ✓ The Performance Security shall be secured within thirty (30) calendar days of award of the Bid and shall apply from the date of award of the Bid.
- ✓ The Performance Security submitted has to be approved by the Inkosi Langalibalele Municipality.

## **14. PROGRAMME**

It is compulsory to submit a program of confirmed activities to be undertaken within fourteen (14) days after the confirmation of the order, and fortnightly progress report.

## **15. RETURNABLE DOCUMENTS**

The issued documents must be returned in the form and order in which they were issued to assist the Municipality to expedite adjudication of the Bids.



**INKOSI LANGALIBALELE MUNICIPALITY**

**DEPARTMENT OF PUBLIC WORKS AND  
BASIC SERVICES**

**BID DOCUMENT**

**BID NO: ILM 01/25/26**

**THE PANEL OF CONTRACTORS FOR CIVIL  
WORKS (4CE AND HIGHER) FOR A PERIOD OF  
THREE YEARS**

**MBD FORMS**

## **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.**

**2.1** 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.

**2.2** 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 valid Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://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](http://www.sars.gov.za).

## DECLARATION OF INTEREST

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

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....  
.....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.

.....  
.....

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

3.13.1 If yes, furnish particulars.

.....  
.....

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

3.14.1 If yes, furnish particulars:

.....  
.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

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

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

### 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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and strategic goals must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of Specific goals claimed together with the bid, will be interpreted to mean that preference points for strategic goals 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) **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Preferential Procurement Policy Framework Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994
- (k) **“Preferential Procurement Policy Framework Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)
- (l) **“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
$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$		$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$
Where	or	

- 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) and 5 (2) of the Preferential Procurement Regulations 2022, preference points must be awarded to a bidder for attaining the preference points for specific goal specified for the tender. The specific goals for this tender are specified on the table below:

Goal	Method of Evaluation	Points
<b>e) HDI Equity</b>	<b>Detailed CSD Report</b>	
100% HDI Equity		5
Between 50% and 99% Equity		4
Between 25% and 49% Equity		3
<b>f) Female Ownership</b>	<b>Detailed CSD Report</b>	
100% Female Owned		5
Between 50% and 99% Equity		4
Between 25% and 49% Equity		3
<b>g) Promotion of local business</b>	<b>Utility account/lease agreement (Rates)</b>	
Located within Local Municipal	Company/Director's Rates and Taxes Statement (Not older than three months); or	5
Located within District Municipality	Company/Director's Valid Lease Agreement	3
Located within the Province		2
<b>h) Management</b>		
Female 25%	<b>Certified ID's for female management staff</b>	2
Disability 25%	<b>Sworn affidavit from the SAPS</b>	2
Youth 25%	<b>Certified ID's for youth management staff</b>	1
<b>Total Special Goals</b>		<b>20</b>

#### 5. BID DECLARATION

- 5.1. Bidders who claim points in respect of specific goals must complete the following:

#### 6. SPECIFIC GOALS CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1. Specific goals points claimed: = .....(maximum of 20 points)  
 (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof as contemplated in paragraph 4.1.

#### 7. 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 specific goals contemplated in paragraphs 1.4 and 4.1 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 4.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the specific goals 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 BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

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

Bidding documents, viz

Invitation to bid;

Tax clearance certificate;

Pricing schedule(s);

Filled in task directive/proposal;

Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;

Declaration of interest;

Declaration of Bidder's past SCM practices;

Certificate of Independent Bid Determination;

Special Conditions of Contract;

General Conditions of Contract; and 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 fulfillment of this contract.

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

.....

.....

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

I..... in my capacity as.....  
accept your bid under reference number .....dated.....for the rendering of  
services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions  
of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

.....

.....

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

This Municipal Bidding Document must form part of all bids invited.

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.

The bid of any bidder may be rejected if that bidder, or any of its directors have:

- abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- been convicted for fraud or corruption during the past five years;
- willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- 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).

**In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

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

### CERTIFICATION

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 2.7 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.
- 2.8 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

# **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: \_\_\_\_\_ that:

(Name of Bidder)

2.12. I have read and I understand the contents of this Certificate;

2.13. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

2.14. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

2.15. 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;

2.16. 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

2.17. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.



2.18. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

prices; geographical area where product or service will be rendered (market allocation)

(a) methods, factors or formulas used to calculate prices;

(b) the intention or decision to submit or not to submit, a bid;

(c) the submission of a bid which does not meet the specifications and conditions of the bid; or

(d) bidding with the intention not to win the bid.

2.19. 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.

2.20. 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

**INKOSI LANGALIBALELE MUNICIPALITY**

**DEPARTMENT OF PUBLIC WORKS AND  
BASIC SERVICES**

**BID DOCUMENT**

**BID NO: ILM 01/25/26**

**THE PANEL OF CONTRACTORS FOR CIVIL  
WORKS (4CE AND HIGHER) FOR A PERIOD OF  
THREE YEARS**

**COMPULSORY BRIEFING**

## A. CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that (*Tenderer*) .....

of (*address*) .....

.....  
was represented by the person named below at the compulsory clarification meeting held for all Tenderers **at Inkosi Langalibalele Local Municipality Office: 1 Victoria Street, Estcourt on 30 January 2025, starting at 10h00.**

I acknowledge that the purpose of the meeting was to acquaint myself with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me to take account of everything necessary when compiling our rates and prices included in the tender.

### Particulars of person attending the meeting:

Name: ..... Signature: .....

Capacity: .....

**Attendance of the above person at the meeting is confirmed by the Employer's Agent, namely:**

Name: ..... Signature: .....

Capacity: ..... Date and Time: .....

<b>Municipal Stamp</b>

**Any tender submitted that does not bear the signature and stamp of the municipality on this page shall be considered non-responsive and rejected.**

**B. RECORD OF ADDENDA TO TENDER DOCUMENTS**

The undersigned confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been considered in this tender offer. ***(Addenda can only be issued following approval from the Employer. The Employer’s representative is not allowed to issue addenda to bidders without prior approval in terms of the SCM Delegations).***

ADDENDUM NO.	DATE

SIGNATURE: .....DATE: .....

(Of person authorised to sign on behalf of the Tenderer)

**Failure to complete, sign and date this form or failure to acknowledge receipt of each Addendum issued shall result in the tender being considered non-responsive and rejected.**

## C. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:**

**Section 2: VAT registration number, if any:**

**Section 3: CIDB registration number, if any:**

**Section 4: CSD number:**

**Section 5: Particulars of sole proprietors and partners in partnerships:**

Name*	Identity number*	Personal income tax number*

*\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

**Section 6: Particulars of companies and close corporations**

Company registration number:

Close corporation number:

Tax reference number:

**Section 7: MBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 8: MBD 6.1 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 9: MBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 10: MBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Enterprise name			

**Failure to complete, sign and date this form shall result in the tender being considered non-responsive and rejected.**

**INKOSI LANGALIBALELE MUNICIPALITY**

**DEPARTMENT OF PUBLIC WORKS AND  
BASIC SERVICES**

**BID DOCUMENT**

**BID NO: ILM 01/25/26**

**THE PANEL OF CONTRACTORS FOR CIVIL  
WORKS (4CE AND HIGHER) FOR A PERIOD OF  
THREE YEARS**

**ENQUIRY CONTACT DETAILS**

**INKOSI LANGALIBALELE LOCAL MUNICIPALITY  
DEPARTMENT OF PUBLIC WORKS AND BASIC SERVICES**

**ILM 01/25/26: THE PANEL OF CONTRACTORS FOR CIVIL WORKS (4CE AND HIGHER)  
FOR A PERIOD OF THREE YEARS**

**ENQUIRY CONTACT DETAILS**

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

MUNICIPALITY:               INKOSI LANGALIBALELE MUNICIPALITY  
DEPARTMENT:               BUDGET AND TREASURY OFFICE  
CONTACT PERSON:         MR LINDANI SITHATHU  
TEL:                         036 342 7836  
E-MAIL :                    [lsithathu@ilm.gov.za](mailto:lsithathu@ilm.gov.za)

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED  
TO:**

DEPARTMENT:               PUBLIC WORKS AND BASIC SERVICES: ELECTRICITY  
CONTACT PERSON:         MS BENZILE MABASO  
TEL:                         036 342 7924  
EMAIL:                     [benzile@ilm.gov.za](mailto:benzile@ilm.gov.za)