

BID DOCUMENT:

**PROVISION OF SERVICES TO INSPECT,
REPAIR, TEST, CERTIFY, MAINTAIN AND
PROVIDE MATERIAL RELATED TO LIFTING
MACHINES, TACKLE, HANDLING EQUIPMENT
AND MINOR PLANT IN ACCORDANCE WITH
THE OCCUPATIONAL HEALTH AND SAFETY
ACT (ACT 85 OF 1993)**

BID NUMBER: CD 72/2026

CLOSING DATE AND TIME: KINDLY REFER TO THE "CALL FOR BIDS" DOCUMENT



EMPLOYER : CENTLEC (SOC) Ltd. 30 Rhodes Avenue Oranjesig Bloemfontein 9301 Represented by: Mr MS Sekoboto Chief Executive Officer	FOR ENQUIRES: TECHNICAL ENQUIRIES: Engineering Department: Fleet Management Email: chantelle.moodie@centlec.co.za lerato.moalusi@centlec.co.za ADMINISTRATIVE ENQUIRIES: Supply Chain Management Snr SCM Practitioner: Me. Palesa Makhele Email: palesa.makhele@centlec.co.za
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Name of Bidder:

Bid Amount (Inc. Vat) :

Amount in Words (Incl. Vat):.....

CSD Registration Number :.....

SUMMARY FOR BIDDERS` DETAILS

NAME OF BIDDER : _____

ADDRESS : _____

CELLPHONE NUMBER: _____

TELEPHONE NUMBER : _____

FAX NUMBER : _____

E-MAIL ADDRESS : _____

CLOSING DATE : _____

Signed by authorised representative of the BIDDER: _____

DATE: _____

(Handwritten signatures)

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1. BIDDING PROCEDURES

1.1 BID NOTICE

CENTLEC (SOC) LTD (hereafter referred to as CENTLEC) invites service providers to bid for the provision of services to inspect, repair, test, certify, maintain and provide material related to lifting machines, tackle, handling equipment and minor plant in accordance with the Occupational Health and Safety Act, Act 85 of 1993 of all lifting machines and lifting tackle in use by CENTLEC.

This is required for the existing fleet, which consist of amongst other truck mounted hydraulic platforms, cranes, front-end loaders, logger, tippers, fork-lift, stationary overhead crane, pole-grab, and possible new acquisitions as well as other related equipment that is fitted with hydraulic components for a period of thirty-six (36) months.



Table 1: Preferential Procurement Policy Framework

Bid No.	Description	Non-Refundable Bid Document Price	Compulsory Briefing Session	Price Preference Point System	Bid Closing Date and Time	Minimum Functionality Score
CD 72/2026	<p>CENTLEC (SOC) LTD invites service providers to bid for the provision of services to inspect, repair, test, certify, maintain and provide material related to lifting machines, tackle, handling equipment and minor plant in accordance with the Occupational Health and Safety Act, Act 85 of 1993 of all lifting machines and lifting tackle in use by CENTLEC.</p> <p>This is required for the existing fleet, which consist of amongst other truck mounted hydraulic platforms, cranes, front-end loaders, logger, tippers, fork-lift, stationary overhead crane, pole-grab, and possible new acquisitions as well as other related equipment that is fitted with hydraulic components for a period of thirty-six (36) months.</p>	N/A	Yes	80/20	SCM	70%

Preferential Procurement Policy Framework Act No.5 of 2000: Preferential Procurement Regulations 2022 and Supply Chain Management Policy of CENTLEC (SOC) LTD will apply in the adjudication process. Method 4 of evaluation of the acceptable proposals will be applied and responsive bids are expected to score at least a minimum of 70 out of 100 points (70%) for functionality points to be considered for further evaluation. Bids will be adjudicated according to the 80/20 of the Price Preferential point system.

2. DEFINITIONS AND ABBREVIATIONS

2.1	AA	–	Automobile Association
2.2	ARA	–	Automotive Remanufacturers' Association
2.3	Certificate	–	A written declaration of conformance to the Regulations
2.4	CENTLEC	–	CENTLEC (SOC) LTD
2.5	ECSA	–	Engineering Council of South Africa
2.6	CPA	–	Consumer Price Adjustment.
2.7	CPI	–	Consumer Price Index
2.8	SEIFSA	–	Steel and Engineering Industries Federation Southern Africa
2.9	ISO	–	International Organization for Standardization
2.10	LME	–	Lifting Machinery Entity
2.11	LMI	–	Lifting Machinery Inspector
2.12	MIB	–	Manufacturer, Importer, Builder
2.13	NRCS	–	National Regulator for Compulsory Specifications
2.14	OEM	–	Original Equipment Manufacturer
2.15	RMI	–	Retail Motor Industry
2.16	SABS	–	South African Bureau of Standards
2.17	SANS	–	South Africa National Standard
2.18	SCC	–	Special Conditions of Contract
2.19	SCM	–	Supply Chain Management
2.20	TLB	–	Tractor-Loader-Backhoe

3. MANDATORY RETURNABLE DOCUMENTS

The following mandatory returnable documents forms part of the qualification criteria into the panel.

- i Certified Copy of Company Registration certificate.
- ii Certified Copy(ies) of Company director(s) Identification Documents.
- iii Full Central Supplier Database (CSD) (not a summary) registration report (to be verified during adjudication).
- iv Supply municipal services (water, sanitation, rates, and electricity) clearance certificate or Lease Agreement with a current Bill and rates clearances, or Current Bill of Account not owing more than 90 days. In a case where the services are paid by the Landlord, the signed lease agreement and statement of account must be submitted by the bidder. In an event, that the bidder utilizes prepaid services (e.g. Water or electricity) a valid municipal clearance certificate(s) must still be provided.
- v Valid proof of indemnity (Insurance) of not less than R 4 000 000 of contract amount for the duration of the contract.
- vi Valid proof of Good Standing (COIDA) from Department of Employment and Labour or other relevant authorities.
- vii Valid SARS TCS (Tax Compliant Status) Pin.
- viii Completion of all relevant and necessary document forms including all MBD forms.
- ix Three Year's Audited Financial Statements/Audited Financial Statements from the date of the inception of the company and a signed letter from the auditing company proving that the financial statements have been audited.
- x Valid proof of Authority to sign the Bid.
- xi Company Information – compulsory completion of below table 5.6 in the Technical Specification

Bids will be subjected to the CENTLEC Supply Chain Management Policy, and its Preferential Procurement Policy (PPR 2022). Original or certified valid copy of B-BBEE Certificate / or sworn B-BBEE affidavit must be submitted to claim preference points. Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for specific goals but will not be disqualified from the bidding process.

This bid document should be in a sealed envelope duly endorsed “**BID NUMBER AND DESCRIPTION.**” must be placed in the bid box situated at 30 Rhodes Avenue, Oranjesig, Bloemfontein, 9301 on or before **the closing date**. Bidders are mandated to write their names, name of the bidding entity, contact details including e-mail addresses

on the bid submission register next to the Bid Box as proof for submission, failure which, submission will NOT be considered for evaluation.

Collection of bid documents: Bid documents can be obtained on the municipal website: www.centlec.co.za, the e-tender portal (www.e-tender.gov.za) from the xxxxxxx. Bids received after closing date and time, faxed, completed with pencil, tipexed, incomplete document or e-mailed will not be considered.

NOTE: Only those bidders who are registered on the Central Supplier Database (CSD) registered prospective bidders are eligible to submit bids. The entity reserves the right to appoint more than one service provider. The entity does not bind itself to accept or award the lowest priced bid. The Council may elect to accept only part of the successful bid. Entity reserves the right not to appoint or withdraw the bid and the right to award the bid wholly or partly at its sole discretion. The adjudication process and the award, if an award is made, will conform to the requirements of the Supply Chain Management Regulations, the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations of 2022. Only the version of this notice and invitation contained in the bid document shall form part of the bid. No correspondences will be entered into with regards to evaluation scores obtained. Bids may only be submitted on the original bid documentation that is issued by the employer. Bids are valid for a period of one hundred and twenty (120) days after closing date.

If you do not hear from us within 120 days after the closing date, please consider your bid unsuccessful, you can also visit CENTLEC website as all awarded bids are published.

Handwritten signatures and initials in black ink, including a large stylized signature, a smaller signature, and several sets of initials.

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF CENTLEC SOC LTD

BID NUMBER:	CD 72/2026	CLOSING DATE:		CLOSING TIME:	11:00
DESCRIPTION	PROVISION OF SERVICES TO INSPECT, REPAIR, TEST, CERTIFY, MAINTAIN AND PROVIDE MATERIAL RELATED TO LIFTING MACHINES, TACKLE, HANDLING EQUIPMENT AND MINOR PLANT IN ACCORDANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993 OF ALL LIFTING MACHINES AND LIFTING TACKLE IN USE BY CENTLEC				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED *IN THE BID BOX SITUATED AT (STREET ADDRESS)*

30 Rhodes Avenue

Oranjesig

Bloemfontein

9301

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
SPECIFIC GOALS STATUS LEVEL	<input type="checkbox"/> Yes <input type="checkbox"/> No		SPECIFIC GOALS STATUS LEVEL/	<input type="checkbox"/> Yes <input type="checkbox"/> No	
VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]			SWORN AFFIDAVIT		

[A SPECIFIC GOALS STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	DEPARTMENT	Wires Fleet Management
CONTACT PERSON	Ms. P Makhele	CONTACT PERSON	Me. Chantelle Moodie Mr. Lerato Moalusi
TELEPHONE NUMBER	051 412 2753	TELEPHONE NUMBER	051 409 2381 051 409 2260
EMAIL ADDRESS	Palesa.Makhele@centlec.co.za	EMAIL ADDRESS	chantelle.moodie@centlec.co.za lerato.moalusi@centlec.co.za

3.1 BID SUBMISSION

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE

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

3.2 TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

PART B TERMS AND CONDITIONS FOR BIDDING

3.2.1 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

3.2.2 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

3.2.3 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

3.2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

3.2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

3.2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3.2.7 SUPPLY MUNICIPAL SERVICES (WATER, SANITATION, RATES, AND ELECTRICITY) CLEARANCE CERTIFICATE OR LEASE AGREEMENT WITH A CURRENT BILL AND RATES CLEARANCES, OR HARDWARE CURRENT BILL OF ACCOUNT NOT OWING MORE THAN 90 DAYS. IN A CASE WHERE THE SERVICES ARE PAID BY THE LANDLORD, THE SIGNED LEASE AGREEMENT AND STATEMENT OF ACCOUNT MUST BE SUBMITTED BY THE BIDDER.

3.2.8 IN AN EVENT THAT THE BIDDER UTILIZES PREPAID SERVICES (E.G. WATER OR ELECTRICITY) A VALID MUNICIPAL CLEARANCE CERTIFICATE(S) MUST STILL BE PROVIDED.

3.2.9 SUBMIT PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRALIZED SUPPLIER'S DATABASE.

3.3 QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.3.1 IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.3.2 DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3.3 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4.4 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.4.5 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER: :

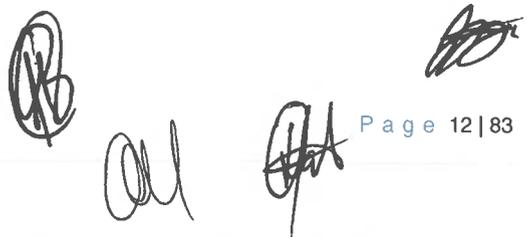
CAPACITY UNDER WHICH THIS BID IS SIGNED :

DATE: :

3.4 MANDATORY RETURNABLES, BID RULES AND INSTRUCTIONS (FAILURE TO COMPLY WITH THE PRE-SET REQUIREMENTS,

- 3.4.1 DULY COMPLETED AND SIGNED MBD 1 FORM BY SERVICE PROVIDER AND FORMAL WRITTEN PRICE QUOTATION BY THE BIDDER.
- 3.4.2 COMPLETION AND SIGNING OF ALL DECLARATION FORMS (MBD)
- 3.4.3 SUBMISSION OF A VALID SARS TCS PIN
- 3.4.4 PROOF AND DECLARATION THAT THE BIDDER IS NOT IN ARREARS OF MUNICIPAL RATES MORE THAN 90 DAYS
- 3.4.5 BIDDER MUST PROVIDE CERTIFIED ID COPIES OF ALL DIRECTORS, SHAREHOLDERS, AND PARTNERS.
- 3.4.6 ALL CERTIFIED COPIES MUST NOT BE OLDER THAN SIX (06) MONTHS FROM CLOSING DATE.
- 3.4.7 CERTIFIED COPY OF COMPANY REGISTRATION CERTIFICATE TO BE ATTACHED WITH THE BID DOCUMENT
- 3.4.8 CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION NUMBER, AND
- 3.4.9 DECLARATION THAT BIDDER IS NOT IN ARREARS OF ANY MUNICIPAL RATES, MUNICIPAL RATES OF EACH COMPANY DIRECTOR, VALID LEASE AGREEMENT AND LEASE DECLARATION BY LESSOR OR PROOF OF RESIDENCE FROM THE MUNICIPAL COUNCIL (IF OPERATING BUSINESSES FROM AN INFORMAL NON-BILLED RESIDENTIAL AREA)

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE. ALL CERTIFIED COPIES MUST NOT BE OLDER THAN SIX MONTHS FROM BID CLOSING DATE. COPIES OF CERTIFIED COPIES WILL NOT BE CONSIDERED AS VALID COPIES.



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4. BID DATA

Clause	Wording (Data)
4.1	The employer is CENTLEC (SOC) LTD.
4.2	<p>The bid documents issued by the employer comprise:</p> <p>1.BIDDING PROCEDURES</p> <p>1.1: Bid Notice and Invitation to Bid T1.2: Bid Data</p> <p>PART T2 : RETURNABLE DOCUMENTS</p> <p>T2.1: List of Returnable Documents</p> <p>PART C2 : SCOPE OF WORKS</p> <p>C2 Terms of Reference</p> <p>APPENDICES</p> <p>C2.5 Annexes</p> <p>The Employer's agent is: The Chief Executive Officer Mr. MS Sekoboto Centlec (SOC) Ltd 30 Rhodes Avenue Oranjesig Bloemfontein 9301</p>
4.3	<p>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</p> <p>a) CSD Registered service providers.</p> <p>b) Bidders not listed on National Treasury's Bid Defaulters Database and Restricted suppliers.</p>
4.4	<p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p>Location of bid box: Centlec (SOC) Ltd Supply Chain Management Offices Physical address: 30 Rhodes Avenue, Oranjesig, Bloemfontein, 9301</p>
4.5	Postal address: 30 Rhodes Avenue, Oranjesig, Bloemfontein, 9301
4.6	A two-envelope procedure will not be followed.
4.8	The closing time for submission of bid offers is: 11:00
4.9	Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will NOT be accepted.



4.10	The bid offer validity period is 120 days.
4.11	The bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
4.12	The bidder is required to submit the following certificates with his bid: Particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period (if >R10 000 incl. VAT); and
4.13	The time and location for opening of the bid offers are in accordance with regulation 23 of the MFMA
4.14	Functionality Requirements: Prospective Bidders are required to score a minimum of 70 points or 70% for them considered for further evaluation
4.15	the B-BBEE balanced scorecard - Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their Specific Goals rating claims as stipulated in the Preferential Procurement Policy Framework Act, Act No.5 of 2000 and Preferential Procurement Regulation 2022.
4.16	Bid offers will only be accepted on condition that : the bidder has in <u>his or her possession</u> an original Tax Clearance Certificate / valid and compliant SARS TCS Pin issued by the South African Revenue Services;
4.17	a) the bidder is registered with the Central Supplier Database of National Treasury; b) the bidder or any of its directors is not listed in the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
4.18	the bidder has not: a) abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect; and has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process.
4.19	The number of paper copies of the signed contract to be provided by the Employer is ONE (1).
4.20	The Entity reserves the right to appoint more than one service provider. The Entity reserves the right to cancel or withdraw the bid, or not to award.

5. LISTS OF RETURNABLE DOCUMENTS

(Bidder Must comply with the set out Schedules below, bid rules and Instructions, failure to comply will result in bid being nonresponsive). THE FOLLOWING FORMS and documents are mandatory returnable for bids to be considered responsive:

- i Certificate of Attendance at clarification meeting (not applicable).
- ii Record of addenda (where applicable).
- iii Certificate of Authority of Signatory and Proof / Letter of Authority to Sign Bid Document.
- iv Registration certificate / Agreement / Identity Documents.
- v Tax Clearance Requirements – Valid SARS TCS PIN.
- vi Declaration by Bidder MBD 4 (Declaration of Interest).
- vii Declaration by Bidder MBD 5 (Procurement expected to exceed R10m).
- viii Declaration by Bidder MBD 6.1 (Preference Claim Points).
- ix Declaration by Bidder MBD 8 (Bidder's Past Supply Chain Management Practices).
- x Declaration by Bidder MBD 9 (Certificate of Independent Bid Determination).
- xi Comprehensive (Not Summary) Central Supplier Database (CSD) Report.
- xii Supply municipal services (water, sanitation, rates, and electricity) clearance certificate or Lease Agreement with a current Bill and rates clearances, or Current Bill of Account not owing more than 90 days. In a case where the services are paid by the Landlord, the signed lease agreement and statement of account must be submitted by the bidder. In an event, that the Bidder utilizes prepaid services (e.g. Water or electricity) a valid municipal clearance certificate(s) must still be provided.
- xiii Valid proof of indemnity (Insurance) of not less than R 4 000 000 of contract amount for the duration of the contract.
- xiv Valid proof of Good Standing (COIDA) from Department of Employment and Labour or other relevant authorities.
- xv Compulsory Enterprise Questionnaire.
- xvi Company Latest Three Year's Audited Financial Statements.
- xvii Company Information – compulsory completion of below table 5.6 in the Technical Specification

List of other Returnable documents for Evaluation purposes:

- i Copy of certified B-BBEE SANAS certificate or valid Sworn affidavit certificate
- ii Minimum requirements listed on the call for bids must be adhered to.

Note: In Addition: Bidders who fail to comply with the underneath pre-set Bid Instructions and Rules will not be accepted (will be rejected as non-responsive):

All certified documents must not be older than three months from bid closing date, all alterations and cancellations to bid document must be signed by the authorised signatory, employer reserves the right to disqualify bidders for infringing any of the Standard Bid Conditions, rules and issued instructions. ALL pages of the bid document must be initialled by authorised signatory. Copies of certified copies will not be accepted as valid copies. Bidder's whose names appear on the National Treasury list of Restricted Suppliers and Defaulters will not be accepted.

i. PROOF / CERTIFICATE OF ATTENDANCE AT SITE MEETING

This is to certify that *(bidder)*..... of
(address).....
.....was represented by the person(s) named below at the
compulsory meeting held for all bidders at *(location)*
.....on *(date)*.....starting at *(time)*

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

Particulars of person(s) attending the meeting:

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

Capacity:.....

Name:.....Signature:

Capacity:
.....

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name:Signature:

Capacity:Date and Time:

 Four handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

ii. RECORD OF ADDENDA TO BID DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		

Attach additional pages if more space is required. Bidders are required (mandatory to sign the underneath declaration) irrespective of an Addendum issued or not.

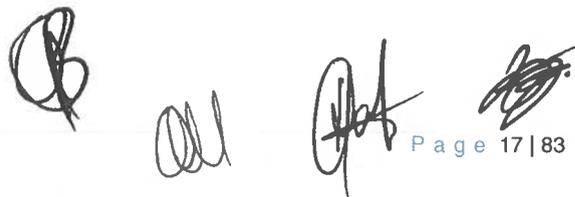
Signed.....

Date.....

Name.....

Position.....

Bidder.....



iii. CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the bidder by ticking the appropriate box hereunder. The bidder **MUST** complete the certificate set out below for the relevant category, and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents. Bidders **MUST** attach valid Proof of Authority to sign the bid to this form under the Company's Letterhead.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

iv. CERTIFICATE FOR COMPANY

I,chairperson of the Board of Directors of

.....hereby confirm that by resolution of the Board (copy attached) taken

on.....20.....Mr/Msacting in the capacity

of.....

was authorized to sign all documents in connection with the bid for Contract Noand any contract resulting from it, on behalf of the company.

Chairman :

As Witnesses : 1.

2.

Date :



CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as.....
.....hereby authorise
Mr/Ms..... acting in the capacity of..... to
sign all
documents in connection with the bid for Contract Noand any contract resulting from it, on our
behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.



CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,..... hereby authorize Mr/Ms

.....acting in the capacity of.....to sign all

documents in connection with the bid for Contract Noand any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.



CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorize

Mr/Ms.....authorized signatory of the company,.....

acting in the capacity of lead partner, to sign all documents in connection with the bid offer for Contract No
and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE NAME AND CAPACITY
Lead Partner		

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.



CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner

As Witnesses:

1.

2. Date

CERTIFIED COPIES OF REGISTRATION CERTIFICATE / AGREEMENT/ ID DOCUMENT

(Important note to Bidder: certified copies of Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and must be inserted here)

Handwritten signatures in black ink, including a large stylized signature, a signature that looks like 'OH', and another signature.

v. TAX CLEARANCE CERTIFICATE REQUIREMENTS

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. Bidder must attach a valid SARS TCS Tax Compliance Status Pin Failure to submit the valid Tax Compliance Status (TCS) PIN from SARS will invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate SARS Tax Compliance Status Pin

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of Bidder..... Bid Number.....

Closing Time Closing Date

OFFER TO BE VALID FOR..... 120... DAYS FROM THE CLOSING DATE OF BID.

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

Table with 4 columns: No, SUM, Description, R

- 1. Required by:
2. At:
3. Brand and Model N/A
4. Country of Origin
5. Does the offer comply with the specification(s)? *YES... / NO
6. If not to specification, indicate deviation(s)
7. Period required for delivery *Delivery: Firm / Not firm
8. Delivery basis

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

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

*Delete if not applicable

Handwritten signatures and initials at the bottom of the page.

vi. DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state. *
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 authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

Full Name:

Identity Number:

Company Registration Number:

VAT Registration Number:

Are you presently in the service of the state? **Yes / No**

If so furnish particulars:

.....

Have you been in the service of the state in the last twelve months? **Yes / No**

If so furnish particulars

.....



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

- (a) a member of
 - (1) any municipal council;
 - (2) any provincial legislature; or
 - (3) 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
- (e) constitutional institution within the meaning of the Public Finance Management Act, 1999 (act no 1 of 1999);
- (f) a member of the accounting authority of any national or provincial 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

If so, furnish particulars.....

.....

Are you, aware of any relationship (family, friendly, other) between a bidder and persons in the service of the state who may be involved with the evaluation and adjudication of this bid. **Yes / No**

If so, furnish particulars.....

.....

Are any of the company's directors, managers, principle Shareholders or stakeholders in the service of the State? **Yes / No**

If so, furnish particulars.....

.....

Is any spouse, child, or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state? **Yes / No**

If so, furnish particulars.....

.....



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**

If yes, furnish particulars:.....
.....

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

.....

CERTIFY THAT THE INFORMATION FURNISHED ON THE DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

SIGNATURE

.....

DATE

.....

POSITION



vii. DECLARATION FOR PROCUREMENT ABOVE R10-MILLION (ALL APPLICABLE TAXES

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

		Tick applicable box	
1.	By law you are required to prepare annual financial statements for auditing?	Yes	No
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.		
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality OR MU for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	Yes	No
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If yes, provide particulars:		
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	Yes	No
3.1	If yes, provide particulars:		
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	Yes	No
4.1	If yes, provide particulars:		

CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE:	CAPACITY:

Handwritten signatures and initials in black ink, including a large stylized 'B', 'all', and a signature with a flourish.

MBD 6.1

viii. 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 specific goals.

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The value of this bid is estimated to **exceed R 50 000 000** and
- b) therefore the **90/10** preference point system will be applied.

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

- c) Price; and
- d) Specific Goals.

1.3 To be completed by the organ of state:

The maximum points for this bid are allocated as follows:

	POINTS	POINTS
PRICE	90	80
SPECIFIC GOALS	10	20
Total points for Price and SPECIFIC GOALS	100	100

- 1.4 Failure on the part of a bidder to submit proof or documentation required in terms of this bid to claim points for specific goals with the bid, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.5 The organ of state 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 organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	

Where

- P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{min} = Price of lowest acceptable bid

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmax = Price of highest 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 bid. For the purposes of this bid the bidder will be allocated points based on the goals stated in table 2 below as may be supported by proof/ documentation stated in the conditions of this bid:
- 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 bid documents, stipulate in the case of—
 - (a) an invitation for bid for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable bid will be used to determine the applicable preference point system; or
 - (b) any other invitation for bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable bid 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.

Handwritten signatures and initials are present at the bottom of the page, including a large signature on the left, the initials 'all' in the center, and another signature on the right.

Table 2: Specific goals for the bid 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 bidders: The bidder **MUST** indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this bid	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder)
50% or more Black Owned enterprise <i>To be verified through CIPC Certificate, or share certificate CSD Report</i>	10		5	
50% or more Women shareholding <i>To be verified through CIPC Certificate, or share certificate CSD Report</i>	5		2.5	
50% or more Youth shareholding <i>To be verified through CIPC Certificate, or share certificate CSD Report</i>	5		2.5	
Total Specific Goals Points	20		10	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have -
 - (a) disqualify the person from the 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 from obtaining business from any organ



of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution, if deemed necessary.

Signature(s) of Bidder(s)

Full Names and Surname

Date/...../.....

Address

.....

.....



**i. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
– MBD 8**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
- abused the institution's supply chain management system;
 - committed fraud or any other improper conduct in relation to such system; or
 - failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
1.1	Is the Bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.1.1	If so, furnish particulars:		
1.2	Is the Bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Bid Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.2.1	If so, furnish particulars:		
1.3	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"/>
1.3.1	If so, furnish particulars:		

1.4	Does the Bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.4.1	If so, furnish particulars:		
1.5	Was any contract between the Bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.5.1	If so, furnish particulars:		

***where the entity bidding is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act and attach it to this schedule**

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.

Signed _____ **Date** _____

Name _____ **Position** _____

Bidder _____

ii. CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

Handwritten signatures and initials in black ink, including a large stylized signature, the initials 'all', and another signature.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder



6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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

iii. PROOF OF CSD REGISTRATION

Bidders MUST attach Proof of Comprehensive CSD registration report hereto and provide CSD Supplier Number:

MAAA _____

CERTIFICATION

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

I FURTHER UNDERTAKE FULL RESPONSIBILITY FOR ANY INCORRECT INFORMATION PROVIDED AND THAT THE EMPLOYER (CENTLEC SOC LTD) MAY NOT BE HELD ACCOUNTABLE FOR INCORRECT INFORMATION PROVIDED.

Signed _____ **Date** _____

Name _____ **Position** _____

Bidder _____

MUNICIPAL UTILITY ACCOUNT / LEASE AGREEMENT / PROOF OF RESIDENCE

(Affix hereto RECENT / LATEST proof of municipal services account for tax & rates STATEMENT not owing more than three (3) months hereto) / Valid lease Agreement (Proof that leased premises rates are not in arrears for more than 90 days) / Proof of Residence for bidders that reside in non-billed municipal area or jurisdiction.

Bidders MUST complete the clearance certificate a set out below.

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iv. CLEARANCE CERTIFICATE FOR WATER & LIGHTS

Section 45(1)(d) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality in the municipal area where the service provider conduct his / her business or if the bidder is a tenant, a Letter from the Landlord stipulating the office space leased and the payment status of the service charges. Should the above not be applicable NO AFFIDIVIT will be acceptable ONLY AN OFFICIAL COUNCIL LETTER OF RESIDENCE from bidders residing in non-billed areas will be acceptable (subject to verification)

Each bidder must complete the below checklist. Important: if you fail to complete this form, the bid will be non-responsive. (Please tick with X where appropriate):

QUESTIONS		YES	NO
1.	Do you own a property?		
2.	Do you receive a municipal rates account?		
3.	Is your municipal rates and taxes account up to date / current (not in arrears for more than three months)?		
4.	If yes, provide the following details:		
4.1	▪ Municipality name		
4.2	▪ Municipal account number		
5.	If yes, please attach proof in the form of the original or certified copy of the bidder's municipal rates and taxes account not older than 3 months		
6.	Does the bidder lease / rent the property where the business is situated?		
7.	If yes, provide the following details:		

7.1	▪ Landlord name		
7.2	▪ Address property is situated		
7.3	▪ Contact number of landlord		
8.	Please attach the copy of the lease agreement signed by the landlord / lessor and the tenant / lessee as proof		
I, <i>(Insert full name)</i>			
of <i>(insert physical address)</i>			
being a Director, Principal Shareholder, owner of company <i>(Insert company name)</i>			
Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE:		DATE:	

*** IMPORTANT: IF YOU FAIL TO COMPLETE THIS FORM, PLEASE REGARD YOUR BID AS NON RESPONSIVE**





Names of all directors, their ID numbers and municipal account number.

Director / Shareholder / partner	ID Number of Director / Shareholder / Partner	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)	Municipality where the account is held

- Certified copies of municipal accounts mentioned of each Director, Shareholder, and partner listed above (Not older than 3 months).

CERTIFICATION

(AUTHORISED SIGNATORY)

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

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

I FURTHER UNDERTAKE FULL RESPONSIBILITY FOR ANY INCORRECT INFORMATION PROVIDED AND THAT THE EMPLOYER (CENTLEC SOC LTD) MAY NOT BE HELD ACCOUNTABLE FOR INCORRECT INFORMATION PROVIDED.

Signed.....

Date.....

Name.....

Position.....

Bidder

.....

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaire 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: Particulars of sole proprietor 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 three partners


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Section 5: particulars of companies and close corporations

Company registration number.....

Close corporation number.....

Tax reference number.....

Section 6: record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- A member of any provincial legislature
- A member of the national assembly or the National Council of Province
- A member of the board of directors of any Municipal entity
- An official of any municipality or municipal entity
- A member of any municipal council
- An employee of any provincial department national or provincial public entity or constitutional institution within the meeting of public finance management Act, 1999 (act 1 of 1999)
- A member of an accounting authority of any national or provincial public entity
- An employee of parliament or a provincial legislature

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Indicate by marking the relevant boxes with a cross, if any sole proprietor, partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- A member of any provincial legislature
- A member of the national assembly or the National Council of Province
- A member of the board of directors of any Municipal entity
- An official of any municipality or municipal entity
- A member of any municipal council
- An employee of any provincial department national or provincial public entity or constitutional institution within the meeting of public finance management Act, 1999 (act 1 of 1999)
- A member of an accounting authority of any national or provincial public entity
- An employee of parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public offices, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

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

- (i) Authorise the employer to obtain a tax clearance certificate from the South African Revenue services that my/our tax matters are in order;
- (ii) Confirms that the neither the name of the enterprise or the name of any partner, manage, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the register on the bid 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 bidding entities submitting bid offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- (v) Confirms that the contents of this questionnaire are within my personal knowledge and are to be the best
- (vi) Of my belief both true and correct.

Signed Date

Name..... Position.....

Bidder.....



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COMPANY INFORMATION:

HEAD OFFICE	
Physical address Building: Street: Suburb: City/Town: Province District/Metropolitan Council: Local Municipality:	
Postal address	
Telephone no.	
Fax no.	
E-mail	
If subsidiary company- state name of holding company	

DETAILS OF BRANCH OFFICES:

BRANCH OFFICE	
Physical address Building: Street: Suburb: City/Town: Province District/Metropolitan Council: Local Municipality:	
Postal address	
Telephone no.	
Fax no.	
E-mail	
If subsidiary company- state name of holding company	

6. EVALUATION CRITERIA

Proposals documents will be evaluated in three phases. The evaluation criteria for the assessment of the proposals will be on mandatory returnable documents, functionality and financial aspects.

In the first phase:

Bids will be evaluated on mandatory returnable documents as listed and required in the document.

In the second phase:

Proposals will be evaluated according to the functionality criteria indicated apart from those laid down in the preferential procurement regulations, 2022 pertaining to the preferential procurement policy framework Act 5 of 2000. Bidders are expected to score a minimum of **70%** to be ACCEPTED:

6.1 QUALITY / FUNCTIONALITY EVALUATION OF THE PROPOSALS:

EVALUATION CRITERIA

Table: 3. Criteria

Item No.	Criteria	Guidelines for criteria application	Points Scorable	Max. Points	Verification method
6.1.1	Track record and experience	<p>Number of years active in maintenance and repairs experience gained in this field, to whom services were provided, and a record of services rendered, indicating types, variety, and quantity, complete with references.</p> <p>Have these services been provided to major institutions within the past five years? A minimum of three (3) reference letters will be accepted as proof.</p> <p>(a) Three (3) to Six (6) years' experience with three (3) reference letters = 20 points</p> <p>(b) Seven (7) and more years' experience with four (4) reference letters = 30 points</p>	20	30	Reference letters must be on the company's letterhead, stamped and signed by the duly authorized company representative

Item No.	Criteria	Guidelines for criteria application	Points Scorable	Max. Points	Verification method
6.1.2	Technical Capacity	The bidder shall submit a list of team members. (a) A minimum of one (1) each: Qualified Machinist, Turner, Fitter and CO ₂ Welder = 20 points (b) Two (2) and more of each: Qualified Machinist, Turner, Fitter and CO ₂ Welder = 30 points	20	30	Complete set of CV's and valid copies of Trade Test Certificates (Machinist, Turner, Fitter and CO ₂ Welder), experience of the relevant artisans including competent manager/s, supervisor/s, highlight their experience.
6.1.3	Accreditation Certificates	Bidder must submit: (a) The Retail Motor Industry Organisation (RMI) Accreditation Certificate = 15 points (b) Automotive Remanufacturers' Association (ARA) Accreditation Certificate = 5 points	15	20	Submit RMI and ARA accreditation certificates
6.1.4	Local (Mangaung) operational and economic investment	Does the bidder have a local office with operational capability, (a) Existing and established local office = 20 points (b) If not, but within RSA = 10 points	10	20	Submit a Municipal tax and rates account or a lease agreement contract with statement of account.
TOTAL			65	100	

A bidder who gets a minimum of 65 points and above will qualify to the next stage. Individual tenders would have to be evaluated according to the preferential point system.

The bidder must score minimum points as follows:

Item 1 – 20 points

Item 2 – 20 points

Item 3 – 15 points

Item 4 – 10 points in the Evaluation Criteria.

7. SCOPE OF WORK / SPECIFICATION

7.1 BACKGROUND

Lifting machinery and tackle play a critical role in supporting operational activities across various facilities, including the movement, handling and positioning of equipment, materials and plant. To ensure safe, reliable and compliant operations, all lifting equipment must be routinely inspected, maintained and certified in accordance with applicable statutory requirements, industry standards and manufacturer specifications.

7.2 OBJECTIVES

To fulfil the Occupational Health and Safety Act 85 of 1993 requirements and maintain a high standard of operational safety, CENTLEC seeks to appoint a suitably qualified and experienced service provider to inspect, repair, test, certify, maintain, and supply materials related to lifting machines, tackle, handling equipment and minor plant. The appointed service provider will support the organisation in achieving regulatory compliance, ensuring safe lifting operations, and extending the lifespan and reliability of all lifting assets for a period of thirty-six (36) months.

7.3 SCOPE OF WORK

This specification details the requirements for the repairs and maintenance to hydraulic platforms/components, lifting equipment and machines, to repair and conduct maintenance on all components to OEM specifications. This includes amongst other the supply of spare parts for overhead cranes, truck mounted cranes, truck and trailer mounted hydraulic platforms, forklifts, loggers, TLB and slings. It further includes repairs of leaking cylinders by installing new seals, supply of hydraulic components and general repair and maintenance of hydraulic systems.

Repair and reconditioning of single and multiple rods, single and double acting hydraulic cylinders and the supply of spare parts for such cylinders.

All work that needs to be carried out shall include the testing for leaks after repairs or installation work has been done (Statutory inspection and testing of lifting equipment), testing reports and certification to be attached to the invoices.

Repairs to minor plant and machinery, including but not limited to brush cutters, chain saws, rammers, crimpers and other equipment powered by small two- and four-stroke petrol engines.

7.4 APPLICABLE LAWS AND REGULATIONS

- 7.4.1. Municipal Finance Management Act 56 of 2003
- 7.4.2. Municipal Supply Chain Management (SCM) Regulations
- 7.4.3. Preferential Procurement Regulations, 2022
- 7.4.4. CENTLEC SCM Policy
- 7.4.5. CENTLEC Asset Management Policy
- 7.4.6. Occupational Health and Safety Act, Act 85 of 1998
- 7.4.7. Machinery and Occupational Safety Act, Act 6 of 1983
- 7.4.8. ISO 9001:2015
- 7.4.9. SANS 016-1980 Regulation 18 OSH Act of 1983
- 7.4.10. Driven Machinery Regulations, 2015
- 7.4.11. Engineering Profession Act, 2000 (Act 46 of 2000).

7.5 TECHNICAL SPECIFICATION

- 7.5.1. Annual servicing and certification of lifting equipment in accordance with OHS regulations for overhead cranes, cranes on trucks, hydraulic crimpers, platforms, lifting equipment, slings, chains etc. (load testing accreditation certificate required).
- 7.5.2. Inspection and load testing to be done by a Registered Lifting Machinery Inspector, registered in terms of the Engineering Profession Act, 2000 (Act 46 of 2000).
- 7.5.3. The successful bidder will be required to perform onsite repairs, as and when required, thus the service vehicle must be equipped with all necessary tools and equipment needed to perform onsite work.
- 7.5.4. Hydraulic platform repair and maintenance involves six-monthly inspections, cleaning, and addressing potential issues to ensure safe and efficient operation. Key aspects include inspecting and maintaining hydraulic fluid levels and cleanliness, checking and replacing filters, inspecting hoses and seals, lubricating moving parts, and verifying the functionality of safety devices and limit switches.
- 7.5.5. Maintenance and Repair Specifications, but not limited to:
 - 7.5.5.1. Hydraulic Fluid Management:
 - Fluid Levels:** Check hydraulic fluid levels and top up as needed, ensuring the correct type of fluid is used and that it is clean.
 - Fluid Cleanliness:** Monitor for contamination (dirt, metal debris) and replace filters. Clean the fill cap before adding fluid and consider using portable filters for added cleanliness.
 - Fluid Type:** Avoid mixing different types of hydraulic fluid.

7.5.5.2. Component Inspection and Maintenance:

Filters: Replace hydraulic filters according to manufacturer recommendations to prevent contamination.

Hoses and Seals: Inspect hoses and seals for damage, leaks, and wear. Replace damaged components to maintain proper pressure and prevent leaks.

Moving Parts: Lubricate articulated joints and bearings with manufacturer-recommended lubricants to reduce friction and wear.

Safety Devices and Limit Switches: Check and test safety devices and limit switches to ensure proper functioning.

Hydraulic Cylinders: Check and replace seals and hoses on hydraulic cylinders as and when needed.

7.5.5.3. Cleaning and Lubrication:

General Cleaning: Clean the platform, especially moving parts and hydraulic components, using a mild detergent and water. Remove all potential particulates and residues to prevent operational issues.

Lubrication: Lubricate moving parts according to the manufacturer's recommendations, using the correct type and frequency of application.

7.5.5.4. Specific Component Checks (Examples):

Levelling Operation: Verify the levelling operation and adjust as needed.

Guide Rails and Cams: Inspect guide rails, cams, and fastenings in the hoist way.

Vehicle Frame and Supports: Check for bends or cracks and replace worn or damaged steadying plates.

Boom Assembly: Check and tighten holding bolts, including those for outer bearing pads, basket mounting, and slew gear.

Telescopic Railing Tubes: Clean and lubricate telescopic railing tubes for smooth up and down movement.

7.5.5.5. General Best Practices:

Safety: Always follow safety protocols, including wearing appropriate safety gear (gloves, goggles, hearing protection) and de-energizing the system before repairs.

Documentation: Maintain detailed records of all repairs, modifications, and inspections.

Modular Approach: Design repairs with a modular approach for easy replacement and future upgrades.

Quality Control: Verify all components meet specifications before installation.

Professional Assistance: Seek professional assistance for complex repairs or if unsure about any aspect of the maintenance or repair process.

7.5.5.6. General Specifications:

- a. The successful bidder will be required to provide quality work, carried out by competent and qualified personnel, including but not limited to hydraulic technicians/fitters, boilermakers, welders, and machinists.
- b. Work must be conducted in a functional and registered workshop fully equipped for fitment, service, repair, manufacturing, refurbishment of hydraulic lifting equipment and its associated mechanisms. Each workman must have his/her own required set of tools to ensure efficiency.
- c. The bidders should provide full particulars of service centres available in Free State. The following services, amongst other, will be required from the successful bidder:
 - i Visual Inspection for cracks, deformations, etc.
 - ii Tightening of all bolts, bearing ring mounts, bridge bolts, fittings, hydraulic lines, etc.
 - iii Lubricating of the hydraulic platform/crane/machine throughout
 - iv Checking and labelling of all control and lever functions
 - v Check oil level, filter, and sample oil
 - vi Check all safety and safe working load rating markers
 - vii Replacement of oil filter, when necessary
 - viii Pressure and flow testing of the unit
 - ix Statutory inspection and testing of lifting equipment. Inspection and testing of cranes, access/lifting platforms, hoists, gantries, slings, shackles and all other lifting equipment in accordance with the current Occupational Health and Safety Regulations.
- e. A written report/certificate of every inspection or load test must be submitted within two (2) working days of the completion of the test.

- f. Cause of failure: Before commencing with a repair, the service provider shall, where possible, make every endeavour to determine the cause of a failure and then proceed to rectify such cause before allowing the repaired plant to continue operating. If the work involved in rectifying the cause of the failure is extensive, the service provider shall notify the CENTLEC fleet management office, who will decide on what course of action to take.
- g. The successful bidder shall report on defects, deviations and inadequacies, to put corrective measures in place, and re-testing of lifting machines and lifting tackle after repairs or corrective actions are completed.
- h. Upon determination by the successful bidder that damage has occurred due to possible operator negligence, the successful bidder shall give a written report on the findings, possible cause, with photos and provide a quotation for the repairs. The Bidder shall be required to report immediately to the CENTLEC Fleet Management office any instances where it is obvious that an item of plant has been blatantly abused or is being operated incorrectly or is not being serviced as required.
- i. Provide a free delivery and collection service.
- j. In the event of a component failure, the priority should be to ensure timely and safe repairs, minimizing costly downtime and ensuring the restoration of equipment to maximum productivity.
- k. The successful bidder will be required to stock and provide most parts and accessories with a SANS grading or of reputable quality for all makes of truck mounted cranes/aerial platforms. The service provider shall use only material or parts of the best quality acceptable to the manufacturer.
- l. Preference will be given to bidders that house a machining and manufacturing section and manufactures most components, from new cylinders to structural components.
- m. Should it be discovered that components of an inferior quality are being or were used, CENTLEC shall have the right to order such components to be replaced with those of approved quality at the successful bidder's expense.

7.6. Company Information – completion of below table is compulsory

No.	Description	Detail required
7.6.1	Average delivery period on parts (Calculated from receipt of work order)	Stock: _____ hours or days
		Factory: _____ days
7.6.2	Guarantee period on workmanship	_____ months (Minimum of 3 months)
7.6.3	Warranty period on components	_____ months (Minimum of 6 months)
7.6.4	The spares and parts are guaranteed against factory faults for	_____ months (Minimum of 6 months)
7.6.5	Class of labour quantities	Artisans (qualified): _____
		Artisans (in training): _____
		Artisans Assistants: _____
		Semi-Skilled workers: _____
		Other (specify): _____

8. SPECIAL CONDITIONS

- 8.1 Personnel: The successful bidder's fully qualified artisans shall carry out the work allocated under this contract in a professional manner to the satisfaction of the Fleet Management Office Representative. Apprentices and unskilled labour will only be allowed to work under the direct supervision of a competent person.
- 8.2 If called to do so, the successful bidder shall validate the labour charge for every specified job with copies of actual time sheets covering the above categories of labour. Such time sheets shall state: the date, name of workman, and time worked in hours.
- 8.3 All material or parts used shall comply with the relevant specification of the South African National Standards (SANS).
- 8.4 No job shall commence later than 24 hours after a work-order has been issued.
- 8.5 The successful bidder shall accept full responsibility for any insurance necessary and all risks in respect of loss, theft, or damage to items covered under this contract, in transit, on the successful bidder's premises or in their possession.
- 8.6 Any work deemed defective or unsatisfactory shall be returned to the successful bidder, who must promptly address the issue. The successful bidder will bear full responsibility for all associated costs, including removal, transportation, repair, and reinstallation, ensuring the work meets the standards of the CENTLEC Fleet Management Office. Due to the critical nature of services provided to the community, delays may have serious consequences. Therefore, CENTLEC will not authorize any additional payments for the rectification of such defective or unsatisfactory work.
- 8.7 After completion of a job, the successful bidder shall return the vehicle or other equipment in a tidy condition and shall make good any damage to equipment or components resulting from such repair operations. Failure to do so will result in CENTLEC repairing such damage and the cost of such repairs will be debited against the successful bidder's account.
- 8.8 All testing of equipment/facilities, gauges and accessories shall be calibrated regularly. Calibration records/certificates of testing equipment must be kept by the successful bidder for audit purposes.
- 8.9 The successful bidder shall render field and after-hour services (24/7) when required.

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- 8.10 CENTLEC cannot guarantee the volume or quantity of work, the successful bidder will nevertheless be required to maintain adequate stock to enable the supply of CENTLEC's requirements without undue delay.
- 8.11 CENTLEC's normal working hours are from 07H30 to 16H00 Monday to Friday, excluding Public Holidays. In the event of work that must be conducted on CENTLEC premises, prior arrangements must be made to carry out the repairs during normal and outside normal working hours.
- 8.12 Safety Requirements: The successful bidder will ensure that all equipment shall comply with all safety requirements as prescribed in the Occupational Health and Safety Act No 85 of 1993 (Latest revision). The successful bidder furthermore must accept full responsibilities as per Clause 10 of the Occupational Health and Safety Act No 85 of 1993, "General duties of manufacturers and others regarding articles and substances for use at work".
- 8.13 Must have an internal health and safety department to assist with specific on-site requirements.
- 8.14 Must be able to provide MSDS (Material Safety Data Sheet) on request, where applicable.
- 8.15 The successful bidder will have to ensure that the SHERQ documentation is audited regularly for the duration of the contract.
- 8.16 All employees including newly appointed personnel appointed for the duration of this contract, including supervisor(s) and site managers, will be vetted by CENTLEC.
- 8.17 Procedure for execution of work: The nature of the work covered by this contract is inclusive of vehicles, plant and equipment involved in the provision of essential services and it is crucial that the successful bidder shall commence the work as soon as possible after an order has been issued to ensure minimum interruption of CENTLEC services.
- 8.18 On completion of a job the successful bidder must submit a job card, in respect of the job. On the job card must be listed the components repaired, and all spare parts replaced. Parts replaced must be returned at the same time and the Fleet Management Office signature obtained. The Fleet Management Office will retain a copy of the job card.
- 8.19 If it comes apparent that rendering of the services are likely to be delayed on account of any unforeseen circumstances, full written particulars of the



- circumstances must immediately be submitted. The bidder at the same time must state the new date on which rendering of the service will be affected.
- 8.20 CENTLEC reserves the right to withdraw any work and official order or job in the event of undue delay or unsatisfactory repair work and to arrange for the execution of such work as it deems fit.
- 8.21 Guarantee: A guarantee period will be required in respect of all work carried out. The period of guarantee will commence from the date of accepted delivery of a particular job by the CENTLEC Fleet Management Office. The bidder must state the guarantee period on the relevant schedule. All services rendered will be subject to a minimum guarantee period of six (6) calendar months.
- 8.22 In the event of a delay, CENTLEC reserves the right to extend the period of guarantee with a period equal to that caused by a delay.
- 8.23 Inspection of bidder's workshop: CENTLEC representatives may inspect the facilities of the bidders whose documents are in order, to establish whether they conform to CENTLEC's minimum requirements (capability assessments).
- 8.24 CENTLEC reserves the right that its representatives be granted access to the premises of the bidder throughout the contract period.
- 8.25 CENTLEC representatives shall, during the contract period, be permitted to inspect any equipment of CENTLEC at any stage/process of repair and observe tests being performed on the components and assemblies concerned.
- 8.26 CENTLEC representatives shall have access to any records and test reports/certificates of repairs to CENTLEC's equipment.
- 8.27 Maintenance of records: In order to facilitate the monitoring of this repair contract, it is essential that accurate and detailed records be kept of all work executed and materials used.
- 8.28 Equipment orientation: CENTLEC may request the successful bidder to provide practical equipment orientation sessions, for operators to ensure proper and effective use of equipment. The successful bidder will be required to provide demonstrations on best practice operations of equipment for safe handling, limit unnecessary wear and tear, unnecessary repairs and possible total equipment failure.
- 8.29 Reporting on plant abuse: The bidder shall be required to report (verbal and written) immediately to CENTLEC any instance where it is obvious that an item or plant has been blatantly abused or is being operated incorrectly.



9. PRICING DATA

9.1. PRICING INSTRUCTIONS

- 9.1.1. A price or rate is to be entered against each item in the Pricing Schedule, refer to attached Annexure A: Pricing Schedule.
- 9.1.2. Pricing must be provided in the specified unit format as indicated.
- 9.1.3. All quoted prices must be in South African Currency (Rand).

9.2. PRICING SCHEDULE

All prices should be in ZAR (R) and must be exclusive of VAT.

The contract price(s) shall be subject to a price increase. The increase may be considered based on the following, but not limited to: SEIFSA, CPA and CPI etc.

Price adjustments shall be considered on an annual basis. No price adjustments will be considered within the first 12 months of the contract.

All traveling cost will be paid as per updated AA ratings at the time of invoicing.

9.3. Pricing structure and schedule

- 9.3.1 It is a requirement of this bid that the bidder fill out and submit the pricing schedule; issued with the bid at the closing date and time of the bid.
- 9.3.2 The prices quoted must be exclusive of VAT but inclusive of all other applicable taxes e.g. import duties.
- 9.3.3 All prices must be furnished in South African currency (Rand).
- 9.3.4 Bidders are required to submit responsive bids by completing all the prices as contained in the pricing schedule (Excel Spreadsheet Attached), mandatory response fields and item questionnaires on the provided pricing schedule for the individual items.
- 9.3.5 The prices as requested in the price schedule must not include any settlement discounts for early payments.

10. GENERAL CONDITIONS OF CONTRACT

10.1. Definitions

The following terms shall be interpreted as indicated:

- 10.1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 10.1.2. "Contract" means the written agreement entered 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.
- 10.1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 10.1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 10.1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 10.1.6. "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.
- 10.1.7. "Day" means calendar day.
- 10.1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 10.1.9. "Delivery ex stock" means immediate delivery directly from stock on hand.
- 10.1.10. "Delivery into consignees store ne 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 supplies are so delivered and a valid receipt is obtained.
- 10.1.11. "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.
- 10.1.12. "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.
- 10.1.13. "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.



- 10.1.14. "GCC" means the General Conditions of Contract.
- 10.1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 10.1.16. "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 supplies covered by the bid will be manufactured.
- 10.1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 10.1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 10.1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 10.1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 10.1.21. "Purchaser" means the organization purchasing the goods.
- 10.1.22. "Republic" means the Republic of South Africa.
- 10.1.23. "SCC" means the Special Conditions of Contract.
- 10.1.24. "Services" means those functional services ancillaries 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.
- 10.1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

10.2. Application

- 10.2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 10.2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 10.2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

10.3. General

- 10.3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 10.3.2. With certain exceptions, invitations to bid are only published in the Government Bid Bulletin.

The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

10.4. Standards

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

10.5. Use of contract documents and information; inspection.

- 10.5.1. 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.
- 10.5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause
- 10.5.3. except for purposes of performing the contract.
- 10.5.4. Any document, other than the contract itself mentioned in GCC clause
- 10.5.5. 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.
- 10.5.6. 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.

10.6. Patent rights

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.

10.7. Performance security

- 10.7.1. 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.
- 10.7.2. 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.
- 10.7.3. 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:
 - 10.7.4. 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
 - 10.7.5. a cashier's or certified cheque
- 10.7.6. 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 in SCC.

10.8. Inspections, tests and analyses

- 10.8.1. All pre-bidding testing will be for the account of the bidder.
- 10.8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 10.8.3. 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.
- 10.8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 10.8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

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- 10.8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 10.8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 10.8.8. 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 23 of GCC.

10.9. Packing

- 10.9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their 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' destination and the absence of heavy handling facilities at all points in transit.
- 10.9.2. 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10.10. Delivery and documents

- 10.9.3. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.9.4. Documents to be submitted by the supplier are specified in SCC.

10.11. Insurance

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 in the SCC.

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10.12. Transportation

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

10.13. Incidental services

- 10.13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- 10.13.2. performance or supervision of on-site assembly and/or commissioning of the supplied goods.
- 10.13.3. furnishing of tools required for assembly and/or maintenance of the supplied goods.
- 10.13.4. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
- 10.13.5. performance or supervision or maintenance and/or repair of the supplied goods, for a period agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- 10.13.6. training of the purchaser's personnel, at the supplier's plant and/or onsite, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 10.13.7. 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.

10.14. Spare parts

- 10.14.1. As specified in SCC, 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:
- 10.14.2. 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 in the event of termination of production of the spare parts:
- 10.14.3. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- 10.14.4. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

10.15. Warranty

- 10.15.1. 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 destination.
- 10.15.2. The manufacturing dates must be indicated on all batteries delivered.
- 10.15.3. The batteries must be delivered within thirty (30) days after the manufacturing date.
- 10.15.4. 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 in SCC. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 10.15.5. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, 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.

10.16. Payment

- 10.16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 10.16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 10.16.3. 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.
- 10.16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

10.17. Prices

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 in SCC or in the purchaser's request for bid validity extension, as the case may be.

10.18. Contract amendments

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

10.19. Assignment

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.

10.20. Subcontracts

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

10.21. Delays in the successful bidder's performance

- 10.21.1. 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.
- 10.21.2. 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.
- 10.21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 10.21.4. 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 supplies are required, or the supplier's services are not readily available,

- 10.21.5. 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 without the application of penalties.
- 10.21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar 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.

10.22. Penalties

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

10.23. Termination for default

- 10.23.1. 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:
- 10.23.2. 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;
- 10.23.3. if the Supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 10.23.4. 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.
- 10.23.5. 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.



- 10.23.6. 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 intended penalty as not objected against and may impose it on the supplier.
- 10.23.7. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority actively associated.
- 10.23.8. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- the name and address of the supplier and / or person restricted by the purchaser.
 - the date of commencement of the restriction
 - the period of restriction; and
 - 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.

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

10.24. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or



where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies 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

10.25. Force Majeure

- 10.25.1. 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.
- 10.25.2. 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.

10.26. Termination for insolvency

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

10.27. Settlement of Disputes

- 10.27.1. 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.
- 10.27.2. 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.
- 10.27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 10.27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 10.27.5. Notwithstanding any reference to mediation and/or court proceedings herein,



- 10.27.6. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 10.27.7. the purchaser shall pay the supplier any monies due the supplier.

10.28. Limitation of liability

- 10.28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 10.28.2. 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
- 10.28.3. 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.

10.29. Governing language

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.

10.30. Applicable law

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

10.31. Notices

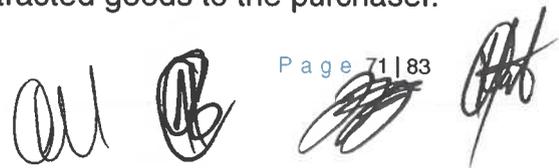
Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper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

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

10.32. Taxes and duties

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

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



- 10.32.2. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

10.33. National Industrial Participation (NIP) Programme

The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

10.34. Prohibition of Restrictive practices

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 (or bid rigging).

- 10.34.1. 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 the Competition Act No. 89 of 1998.
- 10.34.2. 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.

10.35. Part C4

10.35.1. APPENDIX: Standard Conditions of Bid

Standard Conditions of Bid (AS PER GOVERNMENT GAZETTE NO. 29138 OF 18 AUGUST 2006) (As contained in Annexure F of the Standard for Uniformity in Construction Procurement)

10.35.2. F.1 General

10.35.2.1. F.1.1 Actions

The employer and each bidder submitting a bid offer shall comply with these conditions of bid. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

10.35.2.2. F.1.2 Bid Documents

The documents issued by the employer for the purpose of a bid offer are listed in the bid data.

10.35.2.3. F.1.3 Interpretation

10.35.2.4. F.1.3.1 The bid data and additional requirements contained in the bid schedules that are included in the returnable documents are deemed to be part of these conditions of bid.

10.35.2.5. F.1.3.2 These conditions of bid, the bid data and bid schedules which are only required for bid evaluation purposes, shall not form part of any contract arising from the invitation to bid.

10.35.2.6. F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other bided parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the bid process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the bid process or the award of a contract arising from a bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels,
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

10.35.2.7. F.1.4 Communication and employer's agent

Each communication between the employer and a bidder shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a bidder. The name and contact details of the employer's agent are stated in the bid data.

10.35.2.8. F.1.5 The employer's right to accept or reject any bid offer

10.35.2.8.1. F.1.5.1 The employer may accept or reject any variation, deviation, bid offer, or alternative bid offer, and may cancel the bid process and reject all bid offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a bidder for such cancellation and rejection but will give written reasons for such action upon written request to do so.

10.35.2.8.2. F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a bid process or the rejection of all responsive bid offers re-issue a bid covering substantially the same scope of work within a



period of six (6) months unless only one bid was received and such bid was returned unopened to the bidder.

10.35.2.9. **F.2 Bidder's obligations**

10.35.2.9.1. **F.2.1 Eligibility**

Submit a bid offer only if the bidder satisfies with the criteria stated in the bid data and the bidder, or any of his principals, is not under any restriction to do business with employer.

10.35.2.9.2. **F.2.2 Cost of bidding**

Accept that the employer will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

10.35.2.9.3. **F.2.3 Check documents**

Check the bid documents on receipt for completeness and notify the employer of any discrepancy or omission.

10.35.2.9.4. **F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the bid. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a bid offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a bid offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the bid documents by reference.

10.35.2.9.5. **F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the bid documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the bid data, in order to take the addenda into account.

10.35.2.9.6. **F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which bidders may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the bid data.

10.35.2.9.7. **F.2.8 Seek clarification**

Request clarification of the bid documents, if necessary, by notifying the employer at least five working days before the closing time stated in the bid data.

10.35.2.9.8. **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The bidder is advised to seek qualified advice regarding insurance.

10.35.3. F.2.10 Pricing the bid offer

- 10.35.3.1. F.2.10.1 Include in the rates, prices, and the bided total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful bidder, such duties, taxes and levies being those applicable 14 days before the closing time stated in the bid data.
- 10.35.3.2. F.2.10.2 Show VAT payable by the employer separately as an addition to the bided total of the prices.
- 10.35.3.3. F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- 10.35.3.4. F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the bid data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

10.35.4. F.2.11 Alterations to documents

Not make any alterations or additions to the bid documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the bidder. All signatories to the bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

10.35.5. F.2.12 Alternative bid offers

- 10.35.5.1. F.2.12.1 Submit alternative bid offers only if a main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted. The alternative bid offer is to be submitted with the main bid offer together with a schedule that compares the requirements of the bid documents with the alternative requirements the bidder proposes.
- 10.35.5.2. F.2.12.2 Accept that an alternative bid offer may be based only on the criteria stated in the bid data or criteria otherwise acceptable to the employer.

10.35.6. F.2.13 Submitting a bid offer

- 10.35.6.1. F.2.13.1 Submit a bid offer to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the bid data.
- 10.35.6.2. F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.
- 10.35.6.3. F.2.13.3 Submit the parts of the bid offer communicated on paper as an original plus the number of copies stated in the bid data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.



- 10.35.6.4. F.2.13.4 Sign the original and all copies of the bid offer where required in terms of the bid data. The employer will hold all authorized signatories liable on behalf of the bidder. Signatories for bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the bid offer.
- 10.35.6.5. F.2.13.5 Seal the original and each copy of the bid offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the bid data, as well as the bidder's name and contact address.
- 10.35.6.6. F.2.13.6 Where a two-envelope system is required in terms of the bid data, place and seal the returnable documents listed in the bid data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the bid data, as well as the bidder's name and contact address.
- 10.35.6.7. F.2.13.7 Seal the original bid offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the bid data.
- 10.35.6.8. F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the bid offer if the outer package is not sealed and marked as stated.

10.35.7. F.2.14 Information and data to be completed in all respects

Accept that bid offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

10.35.8. F.2.15 Closing time

- 10.35.8.1. F.2.15.1 Ensure that the employer receives the bid offer at the address specified in the bid data not later than the closing time stated in the bid data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept bid offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the bid data.
- 10.35.8.2. F.2.15.2 Accept that, if the employer extends the closing time stated in the bid data for any reason, the requirements of these conditions of bid apply equally to the extended deadline.

10.35.9. F.2.16 Bid offer validity

- 10.35.9.1. F.2.16.1 Hold the bid offer(s) valid for acceptance by the employer at any time during the validity period stated in the bid data after the closing time stated in the bid data.

10.35.9.2. F.2.16.2 If requested by the employer, consider extending the validity period stated in the bid data for an agreed additional period.

10.35.10. F.2.17 Clarification of bid offer after submission

Provide clarification of a bid offer in response to a request to do so from the employer during the evaluation of bid offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of bidders or substance of bid offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred bidder following a competitive selection process, should the Employer elect to do so.

10.35.11. F.2.18 Provide other material

10.35.11.1. F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the bid offer, the bidder's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the bidder not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the bid offer as non-responsive.

10.35.11.2. F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

10.35.12. F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the bid data.

10.35.13. F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

10.35.14. F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

10.35.15. F.2.22 Return of other bid documents

If so, instructed by the employer, return all retained bid documents within twenty eight (28) days after the expiry of the validity period stated in the bid data.

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10.35.16. F.2.23 Certificates

Include in the bid submission or provide the employer with any certificates as stated in the bid data.

10.36. F.3 The employer's undertakings

10.36.1. F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before to the bid closing time stated in the bid data and notify all bidders who drew procurement documents.

10.36.2. F.3.2 Issue addenda

If necessary, issue addenda that may amend or Amplify the bid documents to each bidder during the period from the date that bid documents are available until seven days before the bid closing time stated in the bid data. If, as a result a bidder applies for an extension to the closing time stated in the bid data, the employer may grant such extension and, shall then notify all bidders who drew documents.

10.36.3. F.3.3 Return late bid offers

Return bid offers received after the closing time stated in the bid data, unopened, (unless it is necessary to open a bid submission to obtain a forwarding address), to the bidder concerned.

10.36.4. F.3.5 Opening of bid submissions

- 10.36.4.1. F.3.5.1 Unless the two-envelope system is to be followed, open valid bid submissions in the presence of bidders' agents who choose to attend at the time and place stated in the bid data. Bid submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- 10.36.4.2. F.3.5.2 Announce at the meeting held immediately after the opening of bid submissions, at a venue indicated in the bid data, the name of each bidder whose bid offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main bid offer only.
- 10.36.4.3. F.3.5.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

10.36.5. F.3.6 Two-envelope system

- 10.36.5.1. F.3.6.1 Where stated in the bid data that a two-envelope system is to be followed, open only the technical proposal of valid bids in the presence of bidders' agents who choose to attend at the time and place stated in the bid data and announce the name of each bidder whose technical proposal is opened.
- 10.36.5.2. F.3.6.2 Evaluate the quality of the technical proposals offered by bidders, then advise bidders who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of bidders, who score in the quality evaluation more than the minimum number of points for quality stated in the bid data, and announce the score

obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to bidders whose technical proposals failed to achieve the minimum number of points for quality.

10.36.6. **F.3.7 Non-disclosure**

Not disclose to bidders, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of bid offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful bidder.

10.36.7. **F.3.8 Grounds for rejection and disqualification**

Determine whether there has been any effort by a bidder to influence the processing of bid offers and instantly disqualify a bidder (and his bid offer) if it is established that he engaged in corrupt or fraudulent practices.

10.36.8. **F.3.9 Test for responsiveness**

10.36.8.1. F.3.9.1 Determine, on opening and before detailed evaluation, whether each bid offer properly received:

- a) complies with the requirements of these Conditions of Bid,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the bid documents.

10.36.8.2. F.3.9.2 A responsive bid is one that conforms to all the terms, conditions, and specifications of the bid documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the Employer's or the bidder's risks and responsibilities under the contract, or
- c) affect the competitive position of other bidders presenting responsive bids, if it were to be rectified.

Reject a non-responsive bid offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

10.36.9. **F.3.10 Arithmetical errors**

10.36.10. F.3.10.1 Check responsive bid offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If the bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where

there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern and the bidder will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the bided total of the prices.

F.3.10.2 Consider the rejection of a bid offer if the bidder does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

10.36.11. F.3.11 Clarification of a bid offer

Obtain clarification from a bidder on any matter that could give rise to ambiguity in a contract arising from the bid offer.

10.36.12. F.3.12 Evaluation of bid offers

10.36.12.1. F.3.12.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive bid offer to a comparative offer and evaluate it using the bid evaluation method that is indicated in the bid data and described below:

Method 1: Financial offer	1)	Rank bid offers from the most favourable to the least favourable comparative offer.
	2)	Recommend highest ranked bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1)	Score bid evaluation points for financial offer.
	2)	Confirm that bidders are eligible for the preferences claimed and if so, score bid evaluation points for referencing.
	3)	Calculate total bid evaluation points.
	4)	Rank bid offers from the highest number of bid evaluation points to the lowest.
	5)	Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1)	Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data.
	2)	Score bid evaluation points for financial offer.
	3)	Calculate total bid evaluation points.

Method 3: (Continue)	4)	Rank bid offers from the highest number of bid evaluation points to the lowest.
	5)	Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial quality offer, and preferences	1)	Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data.
	2)	Score bid evaluation points for financial offer.
	3)	Confirm that bidders are eligible for the preferences claimed, and if so, score bid evaluation points for referencing.
	4)	Calculate total bid evaluation points.
	5)	Rank bid offers from the highest number of bid evaluation points to the lowest.
	6)	Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
	7)	Score financial offers, preferences and quality, as relevant, to two decimal places

10.36.12.2. F.3.12.2 Scoring financial offers

Score the financial offers of remaining responsive bid offers using the following formula:

$NFO = W_1 \times A$ where:

N_{FO} = the number of bid evaluation points awarded for the financial offer.

W_1 = the maximum possible number of bid evaluation points awarded for the financial offer as stated in the bid data.

A = a number calculated using either formulas 1 below as stated in the bid data.

Formula	Basis for comparison	Option 1	Option 2
1.	Lowest price or percentage commission/fee	$\left(1 - \frac{(Pt - Pmin)}{Pmin}\right)$	P_m/P

where:

P_m = the comparative offer of the most favourable bid offer.

P = the comparative offer of bid offer under consideration.

10.36.12.3. F.3.12.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the bid data and calculate total score for quality.

10.36.12.4. F.3.13 Insurance provided by the employer

If requested by the proposed successful bidder, submit for the bidder's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

10.36.12.5. F.3.14 Acceptance of bid offer

10.36.12.5.1. F.3.14.1 Accept bid offer only if the bidder complies with the legal requirements stated in the bid data.

10.36.12.5.2. F.3.14.2 Notify the successful bidder of the employer's acceptance of his bid offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the bid data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful bidder as described in the form of offer and acceptance.

10.36.12.6. F.3.15 Notice to unsuccessful bidders

After the successful bidder has acknowledged the employer's notice of acceptance, notify other bidders that their bid offers have not been accepted.

10.36.12.6.1. F.3.16 Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the bid documents to take account of:

- a) Addenda issued during the bid period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful bidder, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

10.36.12.6.2. F.3.17 Issue final contract

Prepare and issue the final draft of contract documents to the successful bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of bid require the bidder to submit, after acceptance by the employer, shall be included.

10.36.12.6.3. F.3.18 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

10.36.12.6.4.F.3.19 Provide copies of the contracts

Provide to the successful bidder the number of copies stated in the bid data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.