

DANNHAUSER LOCAL MUNICIPALITY



TENDER NUMBER: 13/10/2022

**APPOINTMENT OF A PANEL OF ELECTRICAL ENGINEERING CONSULTANTS TO UNDERTAKE
DESIGN AND MANAGE ELECTRIFICATION PROJECTS WITHIN DANNHAUSER FOR A PERIOD
OF THREE (3) YEARS**

CLOSING DATE: 03/11/2022

TIME: 12H00

NAME OF BIDDER :

ADDRESS :

.....

.....

.....

CONTACT NUMBER :

FAX NUMBER :

TOTAL BID PRICE (INCL.VAT): %.....

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DANNHAUSER MUNICIPALITY)					
BID NUMBER:	13/10/2022	CLOSING DATE:	03/11/2022	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A PANEL OF ELECTRICAL ENGINEERING CONSULTANTS TO UNDERTAKE DESIGN AND MANAGE ELECTRIFICATION PROJECTS WITHIN DANNHAUSER FOR A PERIOD OF THREE (3) YEARS				
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 THE SECURITY ROOM OF
 DANNHAUSER MUNICIPALITY

8 Church street					
Dannhauser					
3080					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. 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]		2. 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]	
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE	%	
5. SIGNATURE OF BIDDER		6. DATE		
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	Mr. Mboneni Nene	
CONTACT PERSON	Joe Hlongwane		TELEPHONE NUMBER	034 621 2666	
TELEPHONE NUMBER	034 621 2666		FACSIMILE NUMBER	034 621 3114	
FACSIMILE NUMBER	034 621 3114		E-MAIL ADDRESS	mbonenin@dannhauser.gov.za	
E-MAIL ADDRESS	joeh@dannhauser.gov.za				

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

8 Church Street
Private bag X1011
Dannhauser



Telephone : (034) 621 2666
Facsimile : (034) 621 3114

INVITATION TO TENDER

TENDER NO: 13/10/2022

DESCRIPTION: APPOINTMENT OF A PANEL OF ELECTRICAL ENGINEERING CONSULTANTS TO UNDERTAKE DESIGN AND MANAGE ELECTRIFICATION PROJECTS WITHIN DANNHAUSER FOR A PERIOD OF THREE (3) YEARS

Bids are hereby invited in terms of Section 83 of the Municipal Systems Act, Act 32 of 2000 (as amended) and Sections 110 and 112 of the Municipal Finance Management Act, Act 56 of 2003, for the Appointment of Panel of Electrical Engineering Consultants to undertake Design and Manage Electrification Projects within Dannhauser for a period of three (3) years.

The maximum fee of 14% and discount on this amount should be clearly stated in the proposal.

A NON-REFUNDABLE BID document fee of R250.00 is payable in cash at the cashier's office during 07H30 to 15H00 with lunch interval of 13H00 to 13H30 or via EFT as follows (Bank – FNB, Account Holder - Dannhauser Municipality, Account No. 62369194106, Branch code - 270324 and Account type – Cheque and documents will be available from 18/10/2022.

This bid will be in terms of the 80/20 preferential point system as prescribed in the Preferential Procurement Policy Framework Act (No. 5 of 2000) (No 5 of 2000 Amended in 2017). Original Certified BBBEE certificate must be submitted.

In terms of section 13 of the municipal Supply Chain Management Policy, the Municipality will reject all tenders that do not comply with the following conditions.

Conditions

- Bidders must be registered on the Central Supplier Database and proof of registration must be submitted.
- Price(s) quoted must be valid for at least ninety (90) days after the bid closing date.
- Price(s) quoted must be firm and inclusive of VAT
- Bidders must include Tax Clearance Certificate (SARS Pin).
- This bid is subject to the general conditions of contract (GCC) and if applicable, any other specific conditions of contract.
- Bidders must complete all MBD Forms.

- Capacity to undertake work within stipulated time frame
- CIPC Registration certificate “CK”
- Current municipal rates account not older than 3 months
- Project management fee should be expressed in percentage of the total cost.
- No bids will be considered from persons in the service of the state.
- Bidders must fill in the tender register stating the date and time of when they submitted their tender, available at the tender box.
- The Municipality reserves the right to withdraw any invitation to tenders and/or to re-advertise or to reject any tender or to accept a part of it.
- The Municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points

1) FUNCTIONALITY CRITERION

Bidders are required to submit supporting documents to score full points. Bidders to score (70%) in order to be registered on the panel. NB: Only the top ten (10) service providers scored a minimum of 70% will be appointed on this panel.

Valid documents submission	Points allocated	Verification method
COMPLIANCES		
Registration with professional institutions: <ul style="list-style-type: none">○ Consulting Engineers of South Africa (CESA)	5	10 CV + Certified copies of academic qualifications
<ul style="list-style-type: none">○ South African Institute of Electrical Engineers	5	
COMPANY EXPERIENCE		
Three (3) or more completed rural electrification projects or similar work (Electrical Consulting) in the past 5 yrs.	20	20 Appointment letters & completion certificate confirming completion of projects

Two (2) completed similar rural electrification projects in this type of work (Electrical Consulting) in the past 5 yrs.	10		Appointment letters and letters from references confirming completion of projects
Positive reference of the above projects	10	10	Submit fully completed referral schedule incorporated in this tender document. Recommended by all three referees as being competent and capable of executing the work successfully.
	5		Submit fully completed referral schedule incorporated in this tender document Recommended by two referees as being competent and capable of executing the work successfully.
LOCALITY			
Dannhauser Municipality	10	10	Proof of Business location (Identical to municipal rates certificate)
Amajuba District	7		Proof of Business location (Identical to municipal rates certificate)
KwaZulu Natal Province	5		Proof of Business location (Identical to municipal rates certificate)
Other provinces	0		
TOTAL (MAXIMUM POINTS)	50		

Tenders must be submitted in a sealed envelope; clearly marked “TENDER NO: 13/10/2022 APPOINTMENT OF A PANEL OF ELECTRICAL ENGINEERING CONSULTANTS TO UNDERTAKE DESIGN AND MANAGE ELECTRIFICATION PROJECTS WITHIN DANNHAUSER FOR A PERIOD OF THREE (3) YEARS” and must be deposited into the tender box situated at the security room of Dannhauser Municipal offices. Tenders should be received no later than 12H00 on 03/11/2022, where after bids will be opened in public. Late, e-mailed or faxed bids will not be accepted.

Any enquiries are to be directed to MR Nene, Director Technical Services, email: mbonenin@dannhauser.gov.za or L.P Gcabashe, Manager Engineering Services, email: lungelog@dannhauser.gov.za at 08 Church Street or Telephonically on 034 621 2666 ext. 0728/0738

during working hours, between 07h30 to 16h00 with a lunch interval from 13h00 to 13h30, Monday to Friday.

MUNICIPAL MANAGER

MR S CELE

TENDER DOCUMENT FOR:

INVITATION TO TENDER FOR PANEL OF ELECTRICAL CONSULTANTS FOR INEP PROJECTS (RURAL HOUSEHOLD ELECTRIFICATION) IN DANNHAUSER MUNICIPAL AREA FOR A PERIOD OF THREE (3) YEARS"

CLOSING DATE: 03/11/2022

SERVICE PROVIDER'S DETAILS:

NAME OF SERVICE PROVIDER	
CONTACT PERSON	
E-MAIL ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
PHYSICAL ADDRESS	
PROFESSIONAL FEE (%)	

Issued By:	Prepared by:
DANNHAUSER MUNICIPALITY Private Bag X1011 Dannhauser 3080 Tel: (034) 621 2666 Fax: (034) 621 3114	TECHNICAL SERVICES DEPARTMENT DANNHAUSER MUNICIPALITY 8 Church Street Dannhauser Tel: (034) 621 2666 ext 738 Fax: (034) 621 2666

INSTRUCTIONS AND CONDITIONS OF TENDER

1. ELIGIBILITY TO TENDER

Only service providers who are registered with Engineering Council of South Africa (ECSA) are eligible to tender

2. RETURN OF DOCUMENT

The completed and signed set of Tender Documents shall be sealed in an envelope endorsed **“INVITATION TO TENDER FOR THREE (3) YEAR PERIOD, PANEL FOR APPOINTMENT OF CONSULTANTS FOR INEP PROJECTS (Household Electrification) IN DANNHAUSER MUNICIPAL AREA”**

Tenderers must be submitted in sealed envelope clearly marked **“TENDER NO. 13/10/2022 APPOINTMENT OF ELECTRICAL CONSULTANTS FOR INEP PROJECTS (RURAL HOUSEHOLD ELECTRIFICATION) IN DANNHAUSER MUNICIPAL AREA PROJECTS FOR A PERIOD OF THREE (3) YEARS”**; must be deposited into the tender box situated in the security room of Dannhauser Municipal Offices, 8 Church Street, Dannhauser. Proposals should be received no later than 12h00 on **03/11/2022**, where after bids will be opened in public. Late, emailed or faxed bids will not be considered.

NB: Late tenders, telegraphic or facsimile tenders will not be considered.

3. COMPLETION OF DOCUMENTS

The Form of tender must be completed and signed.

All pages allocated signing spaces must be signed

Tenderers will make provision for all machinery, labour, material, equipment, and all non-incidentals needed for the execution and completion of the contract in accordance with the tender documents.

4. AUTHORITY FOR SIGNING

Proof of Authority for the Tenderer's Representative to sign the documents must be submitted with the tender.

5. ACCEPTANCE OF TENDERS

- a. Acceptance of the tender will not guarantee that the programme, methods, and other details will be approved. Final programmes etc. will be submitted to the Director Technical Services, Dannhauser Municipality for approval.
- b. The Council does not bind itself to accept the lowest or any other bid and reserves the right to accept the whole part of the bid.
- c. The Dannhauser Municipality will not be held responsible for any expenditure or losses incurred in the submittance and compliance of this tender nor of the visit to the site.
- d. The tender of any tenderer who has not conformed to the foregoing instructions will not be considered.
- e. When Council accepts a Proposal, the successful tenderer will be informed, and the contract negotiated indicating the financial implications in the main being how and when payment will be made.
- f. In terms of Section 38 of the Supply Chain Management Policy the Council reserves the right to reject any proposal if any municipal rates and tariffs or municipal service charges owed by that Company owner or any of its directors to the municipality or municipal entity or to any other municipality or municipal entity are in arrears for more than 3 (three) months.
- g. Who in last 5 (five) years has failed to perform satisfactory on a previous contract with the municipality or municipal entity or any other organization of state after written notice was given to that Contractor that performance was unsatisfactory.
- h. Canvassing in gift of Council is strictly prohibited and will lead to disqualification of the Proposal
- i. Registration on the Councils Database will be compulsory for the successful bidder. This will only be required after final award of the tender.
- j. The Council reserves the right to award this proposal to separate companies (split the award to more than one company).

6. LIST OF COMPULSORY RETURNABLE DOCUMENTS TO BE SUBMITTED BY TENDERER

- A. Proof of purchase of tender document
- B. Valid tax clearance certificate (original) valid as at date of tender closing
- C. Proof of Registration with South African Institute of Electrical Engineers (SAIEE)& Consulting Engineers of South Africa (CESA)
- D. Company / CC / Trust / Partnership / Registration Certificates and Certified copies of identity document of Directors / Owners / Members / Shareholders
- E. Updated proof of registration with CSD

- F. Rates Clearance certificate
- G. Preferential Procurement Policy
- H. Declaration of interest
- I. Declaration of Bidders past Supply Chain Management practices
- J. Certificate of Independent Bid Determination
- K. Declaration certificate for local production and content for designated sectors
- L. Proof of signing authority

6.1. Other returnable documents required for further evaluation purposes: -

- M. Certified copy of B-BBEE
- N. Amendments or qualifications by the tenderer if applicable

7. FUNCTIONALITY

- Registration with SAIEE & CESA = 10
- Experience of bidder = 20
- Positive reference of the above projects = 10
- Locality = 10

8. EVALUATION CRITERIA

This tender will be evaluated based on compulsory returnable documents and functionality.

9. VALIDITY PERIOD

The tender undertakes that the tenders will be valid for a **period of 120 (one hundred and twenty) days** and that the Tenderer will not retract or change the tender during the period that the Dannhauser Municipality is scrutinizing the acceptance thereof.

10. COMPETENCE OF KEY PERSONNEL

To carry out and complete work the Professional Service Provider shall employ only such person as are careful competent and efficient in their various professions. All key personnel presented by the tenderer during bidding stage for evaluation purposes must be maintained or remain unchanged for the duration of the contract “no substitution without municipality’s written approval will be allowed”

11. PROJECTS AREA

Geographically Dannhauser Municipality have 13 wards. **Service will be performed in all municipal facilities and public space within jurisdiction of Dannhauser Municipality**

12. ALLOCATION OF PROJECTS

- 12.1. Appointment will be subject to competitive bidding of all service providers in the panel and during the panel period certain returnable documents may be requested as and when needed to verify validity or compliance.
- 12.2. If competitive bidding is impractical, issuing of works order as per project specification will be on rotation basis amongst appointed service providers subject to ability to deliver within specified timeframe as determined by the municipality from time to time.
- 12.3. The municipality will generate, and issue works order based on **the accepted quotation submitted by the service provider.**
- 12.4. Amount of work to be given to the appointed service providers will be determined by the municipality from time to time guided by a need and budget availability.
- 12.5. The municipality does not bind itself to give work/ appoint all appointed Service providers in this panel for specific project or job.
- 12.6. Preferential procurement point system shall apply in terms of PPPFA

OR

- a. Allocation of work will be on rotation basis amongst appointed service providers subject to ability to deliver of service within specified timeframe as determined by the municipality from time to time and during the panel period certain returnable documents will be requested as needed to verify validity or compliance. Or
- b. The negotiated offer must be accepted in writing by the Municipality and be clearly outlined in the Service Level Agreement specific to the project.

13. PRICING OF ALLOCATED PROJECT

- a. The offer or price shall be subjected to negotiation, not exceeding the applicable rates as per Engineering Council of South Africa (ECSA) and expressed in a percentage Should consensus is not reached on negotiations, municipality reserves a right to move to the next service provider.
- b. The fees shall be paid in line with the Engineering Council of South Africa (ECSA) guidelines breakdown in terms of percentage of project phases

- c. **The offer will be all inclusive** of disbursement or and additional services that will be determined on each project to be allocated. ***No additional services or disbursement will be paid except not stated disbursement.***
- d. Tenderers to submit tender prices in accordance with the description, requirements of each project specifications issued by the Municipality. **The price must be unconditional.**
- e. Normal fees will be adjusted to actual project costs after contractor's appointment and final project costs is determined.
- f. Recoverable costs will not be subjected to actual project costs or change of project size
- g. The travel and subsistence costs of consultants will be paid in accordance with the national travel policy by the National Department of Transport, as updated from time to time where applicable.
- h. The Municipality reserves the right to contact those who have submitted bids in order to:
 - i. Obtain clarity where information is incomplete or where a lack of clarity exists about technical aspects of the offer;
 - ii. Obtain confirmation of prices in cases where it is obvious that a written, typed or transcription error, or an error in the unit price has been made.

14. CONTRACT CONDITIONS

- 14.1. The successful Service Provider will be required to enter into a contract agreement with the Municipality, in the form of Service Level Agreement linked to these Terms of contract.
- 14.2. Furthermore, the service provider will also be required to enter into a project specific contract each time a project is awarded.

15. INSPECTION

The successful tenderer must be acquainted with Dannhauser Municipality area. The service provider must make his own arrangements to familiarize themselves with his area of work.

16. AMENDMENTS UPWARD OF TENDERED PRICE

- i. Tenders must further note and accept that any variance upward of the prices tendered will not be considered by Council as a reason to amend the said tendered price.

- ii. Any attempts to invoke an increase in tendered price will render the tender invalid and it will be discarded.

17. COST OF TENDER

The Council does not hold itself liable for any or all of the costs involved by the tender in compiling a tender. Should a tender withdraw an offer after being given written acceptance thereof all costs of re-advertising will be for that tenderer's account.

18. ALTERNATIVE TENDER

Should a tenderer wish to submit an alternative, he may do so subject to the tender being submitted additional to and based on the specifications as listed in the tender document. Any letter or documents describing such alternative must be in duplicate.

19. OTHER TERMS AND CONDITIONS OF THIS BID

19.1. General

- a. Staffing requirements will be confirmed during project initiation and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Municipality.
- b. No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the Dannhauser Local Municipality except where duly authorized to do so in writing by the Dannhauser Local Municipality.
- c. The successful Service Provider agrees to keep all records and information of, or related to the project confidential and not discloses such records or information to any third party without the prior written consent of Dannhauser Local Municipality.

20. REMUNERATION

20.1. The Municipality shall remunerate the Service Provider in respect of its services in accordance with the following conditions:

- a. The Service Provider agrees hereto that responsibility of payment for services rendered to the Municipality shall vest in the Service Provider, who shall submit a tax invoice to the Municipality for work completed and invoiced in accordance with the budget indicated in respect of the phases.
- b. The Municipality shall pay to the Service Provider the amount of such invoice within 30 (thirty days) of receipt of an agreed invoice. All supporting documents must be attached to all invoices submitted.

- c. In the event that the Municipality is not satisfied with the performance of the Service Provider, the Municipality shall give written notice to this effect to the Service Provider providing sufficient detail and a reasonable time frame to enable the Service Provider to rectify such performance.
 - d. In the event of the entire amount or a portion of the invoice being disputed by the Municipality, only that portion in dispute shall be withheld from payment, until the dispute is resolved. The undisputed portion shall be paid to the Service Provider within the stipulated time frames.
 - e. The Service Provider shall immediately give notice of any circumstances preventing it from completing its obligations in terms of the contract.
- 21.** Furthermore, the service provider will also be required to enter into a project specific contract each time a project is awarded.

SPECIFICATIONS OF TENDER

DANNHAUSER MUNICIPALITY

INVITATION TO TENDER FOR PANEL OF ELECTRICAL CONSULTANTS FOR INEP PROJECTS (RURAL HOUSEHOLD ELECTRIFICATION) IN DANNHAUSER MUNICIPAL AREA FOR A PERIOD OF THREE (3) YEARS"

BACKGROUND

The Dannhauser Municipality is intending to compile a credible, competent panel of service providers for the appointment of consultants for electrification projects for three years.

CONTRACT DURATION.

Unless terminated under one of the other clauses of contract, the appointment of a panel shall be valid for a maximum period of 3 years (36 Months) from the date of appointment

1. SCOPE OF WORK

The envisaged scope of work is but not limited to;

Installation of household electrification for the next three years in Dannhauser Municipal area.

Multiyear projects will be based on approval of funding from Department of Energy.

2. CRITERIA FOR APPOINTMENT FOR SPECIFIC PROJECT/ JOB

- a. Appointment will be subject to competitive bidding of all service providers in the panel and during the panel period certain returnable documents will be requested as needed to verify validly or compliance.
- b. If competitive bidding is impractical, issuing of works order as per project specification will be on rotation basis amongst appointed service providers subject to ability to deliver within specified timeframe as determined by the municipality from time to time.
- c. The rotation will cut across all services as specified above.
- d. The municipality will generate and issue works order based on **the accepted quotation submitted by the service provider.**
- e. Amount of work to be given to the appointed service providers will be determined by the municipality from time to time guided by a need.

- f. The municipality does not bind itself to give work/ appoint all appointed Service providers in this panel for specific project or job.
- g. Preferential procurement point system shall apply in terms of PPPFA

4. OBLIGATIONS OF SERVICE PROVIDER (CONSULTANT)

- 4.1 To adhere to project specifications and contract requirement in terms of this agreement.
- 4.2 To maintain all qualities presented during bidding process which has significantly influenced decision making in awarding of this tender (disclosed key personnel and quality shall not be changed/substituted without municipality's written consent)
- 4.3 Ensure that Service provider's tax matters are in order for duration of the contract
- 4.4 Service provider must be in good standing with the central supplier data base for the duration of the contract
- 4.5 The Service Provider must keep workman's compensation status valid for duration of the contract

5 DUTIES OF THE CONTRACTOR INCLUDE THE FOLLOWING: -

- a) To deliver quality service in line with specifications

6. PAYMENT INSTRUCTIONS

- 6.1 Payment will be made monthly by the Dannhauser Council to the Contractor, which payment will be made via electronic transfer of funds to the Contractor's financial institution subject receipt of a valid tax invoice.
- 6.2 Valid tax invoice must be submitted, and payment shall be made in 30 days after date of invoice.
- 6.3 Service Provider is obliged to attach supporting document with the invoice, failing which no work shall be certified for payment.
- 6.4 The Municipality reserves the right to negotiate a reasonable price with successful bidders during execution of work.

7. OTHER CONDITIONS

- 7.1 All prices quoted must be inclusive of Value Added Tax (VAT)

7.2 All prices submitted must be firm. "Firm" prices are deemed to be fixed prices, which are only subject to the following statutory changes, namely VAT and any levy related to customs and excise.

7.2 Vendors not registered for Value Added Tax with SARS will be treated as Non VAT vendors

7.3 Certified copy of BBBEE affidavit must be supplied together with quote.

7.4 Suppliers submitting quotation should be registered with Central Suppliers Database, CSD number must be supplied. If supplier is not registered, they cannot be considered. If supplier wants to be registered with CSD they must go to www.csd.gov.za and get themselves registered.

7.5 Letter of Good standing must be provided. Failure to do so shall invalidate the offer.

7.6 The final terms of the contract will be agreed when signing the Service Level Agreement.

7.7 Service provider will be appointed to a panel based on the criteria as set in the tender document.

7.8 Should the preferred Service provider fail to adhere to the response times as specified, Council reserves the right to appoint the second preferred Service provider and if not available the next and so forth.

Dannhauser Municipality to appoint one or more consultants for the various multiyear projects.

Consultants are required to submit the following documentation in order to be considered for appointment: -

- Registration with Eskom is **recommended**
- Portfolio of evidence of Schedule 5B previous projects.
- Proof of Professional Indemnity Insurance
- Provision of a Professional (Pr) status certificate of the company owner or shareholder.
- Confirmation of professional registration with : -
 - Consulting Engineers of South Africa (CESA)
 - South African Institute of Electrical Engineers (SAIEE)

10. TASKS TO BE CARRIED OUT BY CONSULTANTS:

- 10.1 Consultant liaise with Eskom & Municipality & obtain polygons.
- 10.2 Consultant appoint premarket agent
pre-market service to determine the number of customers.
- 10.3 Consultant notify municipality after premarketing on final connections
 - DGN drawings from the Marketing Company
- 10.4 MOU application - forward letter to Eskom with project details & complete
 - Copy consultant letter of appointment
 - NPRs from Eskom. (Network planning report)
- 10.5 Consultant carry prelim design
- 10.6 Attend Eskom stakeholders input meeting
- 10.7 Attend Eskom TEF monthly meetings & obtain prelim design approval at Empangeni
- 10.8 Consultant submit Department of Energy Monthly Reports
- 10.9 Appoint a Surveyor to carry out task.
- 10.10 Municipality meetings with consultant
 - Consultant to present designs for municipal approval
- 10.11 Consultant – Approval of design
- 10.12 Consultant – Compile tender document
 - Tender document approval & readiness for municipality BID committees to appoint contractor.
 - Municipality to apply for funding at Dept of Mineral Recourses and Energy funding.

General Conditions of Contract

1. Definitions

The following terms shall be interpreted as indicated:

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

- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the Vendor is required to supply to the Purchaser under the contract.
- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Vendor 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.
- 1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods/works or the rendering of a service.
- 1.20 **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the Institution purchasing the goods/works and/or service.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Vendor covered under the contract.
- 1.25 **“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the Purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in local distributed news media and on the municipality / municipal entity website.

4. Standards

- 4.1 The goods/works and/or service supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of Contract Document and Information

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

- 5.5 The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the Purchaser.

6. Patent Rights

- 6.1 The Vendor 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.

7. Performance Security

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

8. Inspection, Tests and Analysis

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that 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 Institution or an organization acting on behalf of the Institution.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the Purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the Purchaser.
- 8.5 Where the 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 Vendor.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the Vendor 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 Vendor's cost and risk. Should the Vendor fail to provide the substitute supplies forthwith, the Purchaser may, without giving the Vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the Vendor.
- 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.

9. Packaging

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

10. Delivery and Documents

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

10.2 Documents to be submitted by the Vendor are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental Services

13.1 The Vendor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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

13.2 Prices charged by the Vendor 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 Vendor for similar services.

14. Spare Parts

14.1 Specified in SCC, the Vendor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Vendor:

- a) such spare parts as the Purchaser may elect to purchase from the Vendor, provided that this election shall not relieve the Vendor of any warranty obligations under the contract; and
- b) in the event of termination of production of the spare parts:

- i. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
- ii. following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The Vendor 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 Vendor 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 Vendor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Purchaser shall promptly notify the Vendor in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Vendor 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.
- 15.5 If the Vendor, 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 Vendor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Vendor under this contract shall be specified in SCC.
- 16.2 The Vendor 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.
- 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 Vendor.

- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the Vendor for goods/works delivered and/or services rendered under the contract shall not vary from prices quoted by the Vendor in this bid, with an exception of any price adjustments authorized in SCC or Purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

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

19. Assignment

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

20. Subcontractors

- 20.1 The Vendor 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 Vendor from any liability or obligation under the contract.

21. Delay in Vendor's Performance

- 21.1 Delivery of the goods/works and/or performance of services shall be made by the Vendor in accordance with the time schedule prescribed by the Purchaser in the contract.
- 21.2 If at any time during performance of the contract, the Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the Vendor 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 Vendor's notice, the Purchaser shall evaluate the situation and may at his discretion extend the Vendor's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 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.

- 21.4 The right is reserved to procure outside of the contract small quantities or to have essential services executed if an emergency arises, the Vendor's point of supply is not situated at or near the place the supplies are required or the Vendor's supplies or goods are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 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 Vendor'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 Vendor.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the Vendor fails to deliver any or all of the goods/works and/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/works and/or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for Default

- 23.1 The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, may terminate this contract in whole or in part:
- a) if the Vendor fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21.2;
 - b) if the Vendor fails to perform any other obligation(s) under the contract; or
 - c) if the Vendor, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the Purchaser terminates the contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods/works and/or services similar

to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar goods/works and/or services. However, the Vendor shall continue performance of the contract to the extent not terminated.

- 23.3 Where the Purchaser terminates the contract in whole or in part, the Purchaser may decide to impose a restriction penalty on the Vendor by prohibiting such Vendor from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a Purchaser intends imposing a restriction on a Vendor or any person associated with the Vendor, the Vendor 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 Vendor 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 Vendor.
- 23.5 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.
- 23.6 If a restriction is imposed, the Purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the Vendor and / or person restricted by the Purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-Dumping and Countervailing Duties and Rights

- 24.1 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 favorable 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.

FORM OF ACCEPTANCE**Contract No: 13/10/2022**

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

Signature : _____**Name (in capitals)** : MR S. CELE**Capacity** : MUNICIPAL MANAGER**Name of Employer** : DANNHAUSER MUNICIPALITY**Address** : PRIVATE BAG X1011

DANNHAUSER

3080

Witness Signature : _____**Name (in capitals)** : _____**Date** : _____

2.2 FORMS TO BE COMPLETED BY THE TENDERER

COMPULSORY DOCUMENTATION

2.2 PROOF OF PURCHASE OF TENDER DOCUMENT

Attach proof to this page

SIGNED ON BEHALF OF TENDERER:

2.2 B. TAX CLEARANCE CERTIFICATE REQUIREMENTS

2.2

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

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

SIGNED ON BEHALF OF TENDERER:

2.2 C. PROOF OF (CESA & SAIEE) REGISTRATION CERTIFICATE

SIGNED ON BEHALF OF TENDERER:

2.2

2.2 D.COMPANY / CC / PARTNERSHIP / JV / SP REGISTRATION CERTIFICATES & ID DOCUMENTS OF ALL DIRECTORS

[NOTE: Registration Certificates for Companies, Close Corporations and Partnerships, or JV Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors must be attached here. Tenderers must include certified ID copies of all directors, members and partners]

In addition to the above, the tenderer must insert here certified copy of identity documents of all directors

ATTACH PROOF TO THIS PAGE

SIGNED ON BEHALF OF TENDERER:

E. PROOF OF CENTRAL SUPPLIER DATABASE REGISTRATION

NOTE: *attach full summary of CSD report*

ATTACH PROOF TO THIS PAGE

SIGNED ON BEHALF OF TENDERER:

2.2 F. RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE

Tenderers are required to submit proof of payment of municipal rates and tariffs for the municipality in which the business is situated/ located.

This serves to confirm that **my company's municipal rates and taxes are paid up to date and the following is attached:**

1. An copy of the most recent municipal statement not older than 3 months, indicating the status of payment of all municipal accounts and taxes, electricity, water, refuse, rates and levies, from the Municipality in which jurisdiction it's business is situated or;
2. In the case where the tenderer does not own property/is a tenant for the purpose of its business establishment, the tenderer to provide copy of lease agreement and a recent statement from its landlord certifying that all the tenants payments in respect of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies are paid up to date or;
3. In a case where the Service Provider cannot supply any of the above. The person would have to obtain a Rate Clearance Certificate from the Municipality that the person resides in. Service Provider would need a certified copy of the ID of all Directors and a certified copy of the company's CK Tendering, to obtain a certificate ; or
4. Tenders who are **not** registered with any municipality for the payment of rates and services due to their location may submit proof of residence / business address certified by a Municipal Councillor, but only if the residence is the same address as the business address; and

Attach proof to this page in terms of the above

SIGNED ON BEHALF OF TENDERER:

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF BBBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT

REGULATIONS, 2017.

GENERAL CONDITIONS

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

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

Price; and

B-BBEE Status Level of Contributor.

The maximum points for this bid are allocated as follows:

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

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

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

DEFINITIONS

“B-BBEE” means broad-based black economic empowerment as defined in section

1 of the Broad-Based Black Economic Empowerment Act;

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

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

POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$PS=80*(1-(Pt-Pmin)/Pmin)$$

$$\text{or} \quad PS=80*(1-(Pt-Pmin)/Pmin)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

BID DECLARATION

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

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

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

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

SUB-CONTRACTING

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

What percentage of the contract will be subcontracted.....%

The name of the subcontractor.....

The B-BBEE status level of the subcontractor.....

Whether the sub-contractor is an EME or QSE (*Tick applicable box*)

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

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

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

OR		
Any EME		
Any QSE		

DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT

registrationnumber:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

☐ Manufacturer☐ Supplier☐ Professional service provider

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:.....

Registered Account Number:

Stand Number:.....

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

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

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

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

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

(a) disqualify the person from the bidding process;

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

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

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

(e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p style="text-align: center;">.....</p> <p style="text-align: center;">SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
---	---

2.2 G. PREFERENTIAL PROCUREMENT POLICY

DANNHAUSER MUNICIPALITY

PREFERENTIAL PROCUREMENT POLICY

DECLARATION OF GOOD STANDING

REGARDING TAX

In terms of Section 16 of the Preferential Procurement Policy Framework Act Regulations 2002 (Act No.5 of 2000) it is a condition of this tender/quote that the successful tenderer 's taxation payments must be in order or that suitable arrangements have been made with the Receiver of Revenue: South African Revenue Services to this end and to their satisfaction.

SERVICE PROVIDER TO CHECK WITH THE SCM UNIT IF TAX CLEARANCE ON FILE IS UPDATED. CONTACT SCM OFFICE at 034 621 2666

In cases of Consortiums, Joint Ventures or Partnerships each individual must submit the required Certificate aforementioned.

PARTICULARS OF TAXPAYER/TENDERER

Name of Taxpayer/tenderer	
Trade name(if applicable)	
Identification No.	

Co. or CC No.	
Income Tax Reference No.	
VAT Registration No.	
PAYE No. (if applicable)	
(Person completing form)	
Name	
Address	
Telephone/Cellphone No.	
CIDB NO: (IF APPLICABLE)	

Note: The completion of the above information is compulsory, if not completed the tender will not be further evaluated

2.2 H. DECLARATION OF INTEREST

MBD 4

1. Any legal person, including persons employed by the state or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

- 2.1 Full Name of bidder or his or her representative:

.....

- 2.2 Identity Number:

.....

- 2.3 Position occupied in the Company (director, trustee, shareholder²):

.....

- 2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

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

YES / NO

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

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

YES / NO

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

YES / NO

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

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

.....

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

YES / NO

2.8.1 If so, furnish particulars:

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars:

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1. If so, furnish particulars:

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1. If so, furnish particulars:

.....

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

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

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE IS CORRECT, AND THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

MBD 7.2**CONTRACT FORM - RENDERING OF SERVICES**

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

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

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

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

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

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

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

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

NAME (PRINT)	<div style="border: 1px solid black; padding: 5px;"> <p>WITNESSES</p> <p>1</p> <p>2</p> </div>
CAPACITY	
SIGNATURE	
NAME OF FIRM	
DATE	

MBD 7.2**CONTRACT FORM - RENDERING OF SERVICES****2. PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1

2

2.2 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-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. 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
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender 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"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

2.2 J. 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:

Dannhauser Municipality

(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

References

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

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.

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

MBD 6.2**K. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Standard Bidding Document (SBD 6.2) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

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

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

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or

intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

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

N/A

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

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

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

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

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

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

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

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

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

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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

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

IN RESPECT OF BID NO.

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

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

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

(b) I have satisfied myself that:

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

(iv) the declaration templates have been audited and certified to be correct.

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

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

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

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

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

PROOF OF SIGNING AUTHORITY

The Municipal Manager
Dannhauser Municipality
Private X1011
Dannhauser
3080

AFFIDAVIT

I _____ the undersigned hereby declare that by
resolution dated _____ I am authorized to sign these documents
on behalf of _____

SIGNED AT THIS DAY OF 2022

WITNESS

TENDERER

OTHER RETURNABLE DOCUMENTS REQUIRED FOR FURTHER EVALUATION PURPOSES

2.2 M. CERTIFIED COPY OF BBBEE CERTIFICATE

Attach certified copy (not a copy of a copy) of B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS)

2.2 N. AMENDMENTS OR QUALIFICATIONS BY TENDERER

PAGE	DESCRIPTION

If the tenderer does not wish to make any amendments to the tender documents nor any qualifications to his/her tender, the above space shall be crossed out and the words "NIL" written above the line.

SIGNED ON BEHALF OF TENDERER:

2.2 O. FUNCTIONALITY CRITERION

Bidders are required to submit supporting documents to score full points. Bidders to score (70%) in order to be registered on the panel. **NB: Only the top ten (10) service providers scored a minimum of 70% will be appointed on this panel.**

Valid documents submission	Points allocated		Verification method
COMPLIANCES			
Registration with :- <div>○ Consulting Eng. of South Africa (CESA)</div>	5	10	CV + Certified copies of academic qualifications
<div>○ South African Institute of Electrical Eng</div>	5		
COMPANY EXPERIENCE			
Three (3) or more completed rural electrification projects or similar work(Electrical Consulting) in the past 5 yrs.	20	20	Appointment letters & completion certificate confirming completion of projects
Two (2) completed similar rural electrification projects in this type of work (Electrical Consulting) in the past 5 yrs.	10		Appointment letters and letters from references confirming completion of projects
Positive reference of the above projects	10	10	Submit fully completed referral schedule incorporated in this tender document. Recommended by all three referees as being competent and capable of executing the work successfully.
	5		Submit fully completed referral schedule incorporated in this tender document Recommended by two referees as being competent and capable of executing the work successfully.
LOCALITY			
Dannhauser Municipality	10		Proof of Business location (Identical to municipal rates certificate)

Amajuba District	7	10	Proof of Business location (Identical to municipal rates certificate)
Kwazulu Natal Province	5		Proof of Business location (Identical to municipal rates certificate)
Other provinces	0		
TOTAL (MAXIMUM POINTS)	50		

2.2 COMPLIANCES

Registration with (CESA) AND (SAIEE):-

CV + Certified copies of academic qualifications

SIGNED ON BEHALF OF TENDERER :

2.2 5.2 PREVIOUS COMPANY EXPERIENCE AND REFERENCES

The following is a statement of work of similar nature recently successfully executed by myself / ourselves: -

Employer / Client: Contact person and telephone number	Nature of Work	Value of work (inclusive of VAT)	Date Completed or Expected to be completed

NB!Submit fully completed referral schedule /letters recommended by **client for above projects** as being competent and capable of executing the work successfully.

SIGNATURE : _____ DATE : _____

(of person authorized to sign on behalf of the Tenderer)

PROOF OF LOCALITY

SIGNED ON BEHALF OF TENDERER:

FORM OF OFFER

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS.....

STREET ADDRESS.....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER:.....

FACSIMILE NUMBER CODENUMBER.....

VAT REGISTRATION NUMBER

TOTAL BID PRICE %.....

(IN WORDS)

.....

.....

SIGNATURE OF BIDDER

DATE.....

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

WITNESSES:

1. NAME.....

SIGNATURE.....

2. NAME.....

SIGNATURE.....