

## CALL FOR BIDS

BID NUMBER	DESCRIPTION	EVALUATION CRITERIA	WHERE TO FIND BID DOCUMENTS	MINIMUM REQUIREMENTS			CONTACT PERSON (TECHNICAL)	CLOSING DATE & TIME
				LETTER OF GOOD STANDING	CIDB REQUIREMENT	REGISTRATION WITH PROFESSIONAL BODIES		
CD04/2023	CENTLEC (SOC) Ltd, a Municipal Entity, distributing electricity in Mangaung Metro and other Municipalities in the Free State, invites competent and equipped service providers to deliver a service of excavation of cable trenches as well as installation of cables for a period of 36 months.	90/10	<a href="http://www.centlec.co.za">www.centlec.co.za</a> <a href="http://www.etenders.gov.za">www.etenders.gov.za</a>	Yes	LEVEL 4 EP/CE	N/A	<a href="mailto:Godfrey.L.Grange@centlec.co.za">Godfrey.L.Grange@centlec.co.za</a>	Extended closing date – 29 March 2023 at 11:00am

### MINIMUM REQUIREMENTS

1. Bidders must submit the TAX compliance verification pin on a SARS letterhead. **2.** In the case of the Joint venture, Tax compliance verification pins of all parties must be attached. **3.** Copy of JV agreement (in case of JV) must be attached. **4.** Supply municipal services (water, sanitation, rates and electricity) clearance certificate or Lease Agreement with a current Bill and rates clearances, or Current Bill of Account not owing more than 90 days. In a case where the services are paid by the Landlord, the signed lease agreement and statement of account must be submitted by the bidder. In an event, that the Bidder utilizes prepaid services (e.g. Water or electricity) a valid municipal clearance certificate(s) must still be provided. **5.** All supplementary / compulsory MBD forms contained in the bid document must be completed and signed in full. **6.** Failure to comply with point 5 will invalidate your bid. **7.** Bidders must attach an Original BBBEE Verification Certificate or a Valid Copy of BBBEE Verification Certificate, in case of Joint Venture bidders must submit consolidated BBBEE certificate. **8.** Bidders must be registered on the National Treasury Centralized Suppliers Database and must submit their registration summary report. **9.** Bidders must quote on all the items required on the pricing schedule and adhere to all the requirements as stipulated in the specification (failure to quote on all items will invalidate your bid). **10.** **Bidders must neatly bind their bid/proposal documents.**

Documents must be in a book format (ring bound), indexed and page numbered (Loose documents will be disqualified). **11.** The Bidder shall comply to all the Special Conditions as per Table 2 in Specification Document.

## PLEASE NOTE

### 1. Specified Goals for Preferential Point System

Specified Goals	Points Allocation
50% Black owned	6
50% Women owned	2
50% Youth owned <35 years	2
<b>Total Points</b>	<b>10</b>

2. Section 217 of the constitution of the Republic of South Africa requires an organ of state to contract for goods and services in accordance with a system which is fair, equitable, transparent, competitive, and cost effective.
- 2.1 No bid(s) will be accepted from a person in the service of the state.
- 2.2 No telegraphic, telefax and late bids will be accepted. (**Please sign bid submission register upon submission**)
- 2.3 The lowest bid / proposal will not necessarily be accepted, and the Municipality reserves the right to accept where applicable a part or portion of any bid or where possible accept bids or proposals from multiple bidders.
- 2.4 Municipal Supply Chain Management policy and Preferential Procurement Policy Framework Act No 5 of 2000 (Revised 2022) and its regulations will be applied.

Bids are to be submitted to the following address:

**CENTLEC Supply Chain Offices**  
**30 Rhodes Avenue**  
**Oranjesig**  
**Bloemfontein**  
**9301**

For Supply Chain related enquiries please use the following contact details: [Palesa.Makhele@centlec.co.za](mailto:Palesa.Makhele@centlec.co.za) 051 412 2753



Reg No 2003/011612/30

**CD04/2023**

**EXCAVATION AND CABLE  
INSTALLATIONS WITHIN THE  
CENTLEC AREA OF SUPPLY**

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## 1. INVITATION

CENTLEC (SOC) Ltd, a Municipal Entity, distributing electricity in Mangaung Metro and other Municipalities in the Free State, invites competent and equipped service providers to deliver a service of excavation of cable trenches as well as installation of cables for a period of 36 months.

<b>Specified Goals for Preferential Point System</b>	
<b>Specified Goals</b>	<b>Points Allocation</b>
50% Black owned	6
50% Women owned	2
50% Youth owned <35 years	2
<b>Total Points</b>	<b>10</b>

**Table 1: Specified Goals**

## 2. MINIMUM REQUIREMENTS

**Any omission of the below listed items would render an automatic disqualification.**

- 2.1 Supply unique security personal identification number (PIN) from SARS for TAX compliant status.
- 2.2 Supply municipal services (water, sanitation, rates and electricity) clearance certificate or Lease Agreement with a current Bill and rates clearances, or Current Bill of Account not owing more than 90 days. In a case where the services are paid by the Landlord, the signed lease agreement and statement of account must be submitted by the bidder.
  - 2.2.1 In an event, that the Bidder utilizes prepaid services (e.g. Water or electricity) a valid municipal clearance certificate(s) must still be provided.
- 2.3 The bidder must supply a valid letter of good standing with the Compensation Commissioner (Department of Labour).
- 2.4 CIDB Requirement: Level 4 EP/CE

- 2.5 Submit proof of registration on the National Treasury Centralized Supplier's Database.
- 2.6 Please note that the Special Conditions table as per point 3 below, needs to be met. All supporting documents needs to be submitted where applicable.

### 3. SPECIAL CONDITIONS

Take Note that it is compulsory for Bidders to complete the table in full.

Description	Yes	No	Submit documentation
The successful bidder will be expected to enter into a Service Level Agreement with CENTLEC.			N/A
The successful bidder must have his/her digging teams available 24/7, including weekends, public holidays and after hours. Provide a letter of commitment.			On appointment
Damage to Council or private property/equipment or personal property due to negligence or any other reason, will be for the account of the bidder. The successful bidder must be insured for such damages by means of a valid insurance policy.			Indemnity Cover
A complete inspection on all equipment will be done prior the appointment of the bidder.			N/A
The bidder will be remunerated only after an inspection was done and the work is found to be completed to satisfactory.			N/A
All road crossings, paving, gardens and driveways should be left in the same condition as it was before the commencement of work.			N/A

Table 2: Special Conditions

#### 4. SCOPE OF WORK

- 4.1 The scope of work for the successful bidder will be to do excavation of cable trenches & cable installations within CENTLEC (SOC) LTD area of supply. The appointed service provider will be required to provide services as and when needed.
- 4.2 The successful bidder must appoint a registered surveyor for the surveying and pegging of trench routes where applicable before the project commences if it is required. Final trench positions must be discussed on site. The appointed service provider must take note that before any excavation is done; services must be pointed out on site by the relevant responsible party.
- 4.3 The bidder must take note that all electrical networks are to be considered energized. If it is found to be unsafe to work near overhead lines or underground networks, arrangements must be made with the CENTLEC supervisor for isolation of the line (Refer to NRS 060), this isolation request must be done 3 days in advance.
- 4.4 Always use warning signs and traffic cones to warn and regulate traffic. Ensure the safety of the whole area and place signs in the most conspicuous areas for motorists before execution of the work. Road closure must be arranged with the Traffic and Security Sub – Directorate and the necessary permits must be obtained by the Bidder.
- 4.5 Public traffic - The bidder shall plan and conduct his / her activities in such a way as to bring about the least possible disruption to the residents and public on the streets on which he works. General layouts and details for the accommodation of traffic is provided in the South African Road Traffic Signs Manual (SARTSM), Chapter 13, 1994, *Road works Signing*, which shall be used on this contract.
- 4.6 Liaison with Mangaung Traffic Department - The Bidder shall obtain permission and approval of his traffic management plan from the municipality in writing prior to the commencement of any work. The Bidder shall further be required to obtain temporary traffic officers in the employment of the Mangaung Traffic Department if necessary during construction activities. Payment for the remuneration of these officers shall be deemed to be included in the relevant payment item for the accommodation of traffic.
- 4.7 Non-compliance with the conditions for the accommodation of traffic flow or refusal on the part of the Bidder to take the necessary steps to ensure the safety and convenience of the public traffic in accordance with these specifications or as required by statutory authorities or ordered by the Engineer, the Engineer shall have the right to stop any operation where the traffic accommodation measures are not to specification or as ordered, until he is satisfied that the conditions have been complied with.
- 4.8 Accommodation of traffic - The bided rate for patch work shall include full compensation for the accommodation of traffic, providing temporary road signs, traffic cones, and flagmen, providing temporary access to private properties, solving traffic problems and complying with the legal requirements of the authorities concerned including payment of temporary traffic officers within CENTLEC (SOC) LTD area of supply if necessary during construction activities.

- 4.9 The Bidder may not enter private property without the owner's consent. Where such consent is withheld the Employer / Engineer must immediately be notified.
- 4.10 After the trench is backfilled all surplus material, soil, etc., shall be removed and the area generally left in a neat and tidy condition.

## 5. TECHNICAL SPECIFICATIONS

- 5.1 Soft Soil – Hand pickable soil, and includes loose gravel, clay, backfilled soil, loose or soft shale, loose rocks and small rocks less than 75mm diameter.
- 5.2 Soft Rock – Soil including hard shale, dense rocks exceeding 75mm diameter that can only be removed with the use of mechanical aid to 0.5 m<sup>3</sup> in volume.
- 5.3 Hard Rock – The term "Rock" were used in connection with excavation shall mean boulders of 0.5m<sup>3</sup> or more each and such hard material other than, road foundations as can only be removed in the opinion and to the satisfaction of the Engineer, by barring, wedging, jack hammering, drilling, splitting or blasting if permitted in writing by the Engineer. The Bidder must provide for whatever method of removal may be adopted and there is no guarantee given or implied that blasting shall be adopted. Blasting will only be permitted as specified in the Conditions of Contract.
- 5.4 Should the Bidder consider that any of the excavations encountered are in rock, he must notify the Engineer in writing immediately. Failing such notification, the excavations will be assumed to be a material as defined above in soft soil and shall be measured and valued accordingly.
- 5.5 Condition of the trench - If the Engineer is not satisfied with the quality of the exposed surface after excavation, he may instruct the Bidder to remove all unsatisfactory material and refill with approved grade "B" fill as herein specified.
- 5.6 Laying and Installing of the 33kV cable- The cable must be installed in a trefoil formation and must be spaced at least 800 mm between circuits and if one circuit, placed in the middle of the trench. The 800 mm must be measured from the centre line of the trefoil formation. The cables must be bound every 1 metre to ensure the trefoil formation. Cables would be installed on a bedding of 100 mm sand (measured after light compaction) in a 1400 mm deep trench. The cable would then be cover by a layer of 200 mm sand (measured after light compaction) and then with concrete slabs for protection.
- 5.7 The concrete slabs will be at least 25 mm thick, 15 MPa steel reinforced concrete and will form a **continues** protective layer directly over each trefoil laid run of power cable. The thermal resistivity of the bedding sand would be 1,2 K-m/W or lower with a ground temperature variation between 15 and 27 °C.
- 5.8 Security - The Bidder must include the cost for site security services during the installation period especially during night times to ensure that theft of equipment and materials is prevented.

5.9 Backfilling - Following the cable installation, the trench shall be backfilled to a safety level of approximately 300 mm above the concrete slabs size (were necessary), otherwise above the electric cable this will only be applicable as instructed by CENTLEC (SOC) Ltd. The further backfilling of the trench by the Bidder shall not commence until the Bidder has received the authority of the Engineer. The layers of backfill are not to exceed 150 mm measured after compaction. Backfilling of trenches shall proceed downhill wherever possible. The material used for backfilling is to be the in-situ material excavated from the trench when such material is of sufficient grade to meet the Engineer's requirements.

5.10 Compaction of Fill - The compaction of the 150 mm thick layers is to be done with an approved vibrating plate compactor, weighing not less than 250 kg or more than 450 kg. In no case however may the Bidder use a heavier compactor until a minimum thickness of 750 mm of material covers the cable. For sand the compaction shall not be less than 100% of the maximum density obtained from the modified AASHTO test for the type of sand. For other approved material the minimum Compaction will be 93% of the maximum density obtained from the modified AASHTO density test for this material or to the density as specified in the project specifications.

5.11 Trenches in roadway – The backfill required in the trench shall match that of the corresponding road foundation layers and shall be compacted accordingly. Trenches crossing carriageways shall be backfilled up to the underside of the sub-base layer with a 1:18 cement/sand mix in lifts not exceeding 200 mm, and compaction 95% Mod AASHTO (CBR of 100, DCP = 32 blows per 100 mm to a depth of 300 mm and a CBR of 45, DCP = 17blows per 100 mm for the rest of the trench at any position).

5.12 The existing asphalt surface must be cut with a diamond cutter 150 mm wider on each side than the trench width.

5.13 Compaction of Backfilling - Compaction is to be carried out as specified previously. Compaction of each layer under construction shall only be carried out when the material in that layer has been mixed and watered to the satisfaction of the Engineer. The Bidder shall advise the Engineer when the compaction of the layer has been carried out to the extent required. The Engineer will then inspect the layer and, if he deems it necessary, will conduct field density tests to determine the degree of compaction attained. The Engineer may instruct the Bidder to re-compact at his own expense any section of the layer which has not been compacted as specified. If he deems it necessary the Engineer may instruct the Bidder to cut out any weak spot, repair it with sound material, and re-compact it all at his own expense to the satisfaction of the Engineer. The Bidder shall repair in a similar manner all damage caused by any field density tests having been carried out. When the Engineer is satisfied with the compaction obtained he will authorise the construction of the following layer; in no case shall any materials be placed on the approved layer without the prior

written authority of the Engineer. Bitumen MC 30 prime coat must be used to ensure proper bonding between new asphalt & top layer.

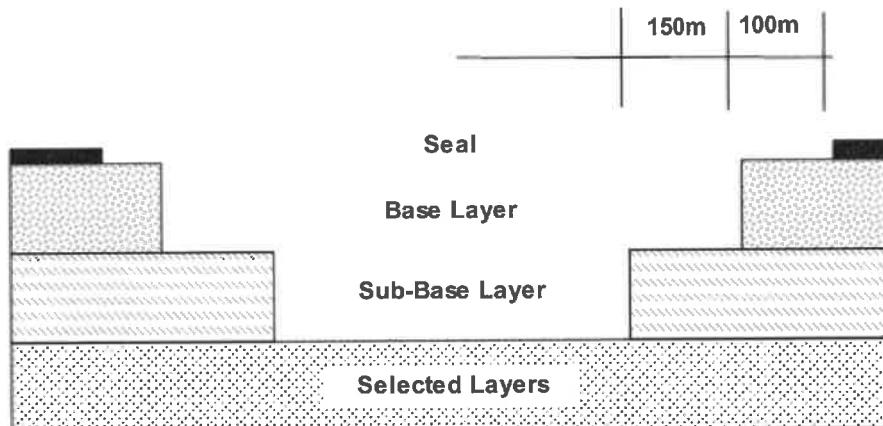
- 5.14 Placing of Base Course (Flexible Pavement Type) - The base course will be constructed in a layer, or layers, of 150 mm or 100 mm in thickness, measured after compaction.
- 5.15 Compaction of Base Course - After being shaped to level and cross-section, each layer shall be compacted to a minimum of 98% Modified AASHTO Density over the full width of the layer.
- 5.16 Preparation of Surface - After the final layer has been compacted to the required density at optimum moisture content, the final surface shall be watered and subjected to additional rolling in order to obtain a firm, even, well-knit surface. Watering, rolling with approved equipment, and sweeping by means of stiff brooms shall continue until all excess fines on the surface of the base course have been distributed over the surface of the layer. Any areas deficient in fines shall be corrected by the addition of approved fine aggregate and the brooming of such fines into the surface voids of the layer shall continue until a firm base with a closely knit surface is obtained, free from nests of segregated materials, loose aggregate or other irregularities. All excess fines shall be swept off the surface by means of brooming and the base allowed to dry out. The final surface shall present a mosaic of regular stone faces free from soil binder and foreign material. The surface of the base course is to be kept in good condition to the satisfaction of the Engineer prior to the placing of any bituminous course thereon, and any damage or defects shall be made good by the Bidder at his own cost. The premix laid in the trench shall be placed slightly higher over the complete strip to allow for compaction, which will be obtained after rolling. The surface of the completed premix layer shall present a smooth, solid and homogeneous surface, true to level and camber or cross fall (as the case may be) and free of cracks or other irregularities. The asphalt being replaced must be the same thickness as the adjacent asphalt.
- 5.17 The Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this contract. The amendments are those issued by COLTO and reproduced in Part B1, together with additional amendments as set out in Part B2. Where reference is made to the General Conditions of Contract and Sub-Clauses thereof in the above mentioned Standard Specifications, they refer to the appropriate edition of the "General Conditions of Contract for Road and Bridge Works for State Road Authorities," issued by COLTO (Clause 1115 of the Standard Specifications refers).
- 5.18 Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this contract. Where reference is made to the General Conditions of Contract and Sub-Clauses thereof in the abovementioned Standard Specifications, they refer to the appropriate edition of the "General Conditions of Contract for Road and Bridge Works for State Road Authorities," issued by COLTO (Clause 1115 of the Standard Specifications refers).

5.19 A source of supply of materials chosen by the Bidder. The Bidder shall take full responsibility for the quality of all materials and services supplied from commercial sources.

5.20 **SANS Cement Specifications** - where reference is made in this specification or the Standard Specifications to the cement specifications, e.g. SANS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification: ABS ENV 197-1,2: Cement compositions, specifications and conformity criteria on this contract, CEM II A-L class 32.5 N cement shall be used."

**Repaired patches** - shall be surfaced with the asphalt surfacing specified for this project. It shall be 30 mm thick, laid on a completed base course covered with a tack coat of 30% anionic stable grade emulsion at a rate of 0,5ℓ/m<sup>2</sup>. The tack coat shall also be applied to the perpendicular sides of the surrounding surfacing and shall be properly broken and dry before placing the asphalt surfacing. The existing surfacing around the circumference of the repaired patch shall be cut back, if required by the Engineer, for 100 mm wide and 30 mm deep, and be surfaced together with the surfacing of the patch, as an integral part thereof. **Repair of Surface failure: (Remove 300 mm, replace with 2 layers, one of 150 mm sub-base layer and one of ±125 mm base layer with a 30 mm thick new asphalt seal layer)**. It is of the utmost importance that patching should be done correct and neatly and also that it should be stable and water resistant. All surface failure shall be excavated in a square slightly bigger than the failure area. For the whole depth, all the unsuitable material shall be removed.

The sides of the excavation shall be vertical with steps on each layer as shown in the sketch 1 below.



### SKETCH 1 – Trenching template

After all the unsuitable material has been excavated to the exact depth, the seal shall be removed 100 mm wider than the prepared hole. (The removal of the seal shall be done rectangular and neatly with a cutting machine. Lines and chalk shall be used to mark it out rectangular.) Fill the hole in layers not thicker than 75 mm – 100 mm layers with material as described. The foreman shall measure the correct amount of gravel, emulsion, cement, lime, water, etc. needed for the filling. A concrete mixer shall be used for the mixing of the materials. Each layer shall be compacted separately with power- or hand compactors. The whole surface of the backfilled area must be compacted including the edges and corners. If the existing seal layer consists of asphalt, the hole shall be filled to just beneath the asphalt layer with a gravel layer. Where other seals were used, filling with the gravel mix shall be at least 30 mm from the road surface in order to leave room to be filled with hotmix asphalt. Prime coat is now applied to the exposed areas. MSP1 or similar shall be used for this purpose. Depending on the weather conditions, the tack coat shall be left to dry for at least 30 minutes, before it is filled with asphalt. Place asphalt in layers of 30 mm (maximum) and compact firmly. It is important that the loose pre-mix is higher than the road surface, when the last layer is placed. When the last layer is compacted, a straight edge shall be used in order to fill up cavities and higher parts be raked evenly. The hot-mix asphalt may tend to stick on the compactors, in which case the foot plates can be lubricated lightly with diesel. Patchwork shall be 2 – 3 mm higher than the existing road surface after it is being filled and finished off, but never lower. River sand or crusher sand can be used to blind the patch work. No heating on site of the asphalt shall be allowed.

- 5.21 As far as possible the existing kerbing must not be removed at road crossings, but a tunnel must be dug underneath them.
- 5.22 Grass & plants must be re-instated to its original state. Minimum damage must be caused to the root systems of trees. If it can be proven that a tree died to the Bidders excavation he will be liable for the replacement cost.
- 5.23 **The Bidder will be responsible for a period of 24 months from payment for all trenching, road crossings & drive ways should any sagging or weakening occur. All road crossings and driveways must be done according to the wayleave instructions.**
- 5.24 Road crossings must be maintained daily until repair is done by means of gravel filling.
- 5.25 For cable transportation & installation methods refer to Cable Manufacturers Facts & Figures booklet that will be made available to the successful bidder.
- 5.26 Plant and Equipment required by the bidder(s)

The following will be the minimum equipment and tools needed by the bidder(s) for the teams to be deployed:

Plant & Equipment	Yes	No
5.26.1 <b>A 3.5 ton truck per team (Each team must have at least 11 members (1 x Supervisor and 10 x assistants) - The purpose is to transport the team and the removal of rubble from site.</b>		
5.26.2 <b>Two (2) suitable whackers per team – For compacting of the soil surfaces.</b>		
5.26.3 <b>A suitable cable cart per team – For the transporting and installation of cables.</b>		
5.26.4 <b>A 10 ton crane truck (not necessarily per team) – For loading and off-loading of cable drums as well as associated material and equipment.</b>		
5.26.5 <b>Sufficient equipment needed for the installation of cables per team – These are <i>inter alia</i> cable rollers, cable stockings, corner rollers, pulling eye etc.</b>		

5.26.6 <b>A compaction roller per team</b> – for compacting tarred roads and asphalt.		
5.26.7 <b>A plate compactor per team</b> – for compacting of paved surfaces.		
5.26.8 <b>Personal Protective Equipment</b> - The team must be issued with the required PPE at all times.		

**Table 3: Plant & Equipment**

## 6. HEALTH AND SAFETY

A Bidder must abide by the following construction regulations (Construction Regulations 13):

### 6.1 A Bidder must-

- ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose; and
- evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.

### 6.2 A Bidder who performs excavation work-

- must take reasonable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation.
- may not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where-
  - (i) the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
  - (ii) such an excavation is in stable material:

Provided that-

(aa) permission has been given in writing by the appointed competent person contemplated in sub regulation (1) upon evaluation by him or her of the site conditions; and

(bb) where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person contemplated in sub regulation (1) and the professional engineer or technologist, as the case may be;

- must take steps to ensure that the shoring or bracing contemplated in paragraph
- is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question;
- must ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- must ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons;
- must cause convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six meters from the point where any worker within the excavation is working;
- must ascertain, as far as is reasonably practicable, the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved;
- must ensure that every excavation, including all bracing and shoring, is inspected-
  - (i) daily, prior to the commencement of each shift;
  - (ii) after every blasting operation;
  - (iii) after an unexpected fall of ground;
  - (iv) after damage to supports; and
  - (v) after rain,

by the competent person contemplated in sub regulation (1), in order to ensure the safety of the excavation and of persons, and those results must be recorded in a register kept on site and made available on request to an inspector, the client, the client's agent, any other Bidder or any employee; must cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be-

- (i) Adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
- (ii) provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor, or have resort to any other suitable and sufficient precautionary measure where subparagraphs (i) and (ii) are not practicable;

6.3 A Bidder must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with by any person entering any excavation;

6.4 A Bidder must, where the excavation work involves the use of explosives, appoint a competent person in the use of explosives for excavation, and must ensure that a method statement is developed by that person in accordance with the applicable explosives legislation; and

6.5 A Bidder must supply must cause warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.

## 7. EVALUATION CRITERIA

### 7.1 Technical Evaluation

All proposals submitted will be evaluated in accordance with the criteria set out in the policy of Supply Chain Management of the Entity.

The most suitable candidate will then be selected. Please take note that CENTLEC (SOC) Ltd is not bound to select any of the bidders submitting proposals.

Furthermore, technical competence is the principal selection criteria, CENTLEC will evaluate the technical criteria first, and will only look at the price and specified goals if it is satisfied with the technical evaluation. As a result of this, CENTLEC (SOC) Ltd does not bind itself in any way to select the bidder offering the lowest price.

The relative technical weighting of the criteria is as follows:

No.	Criteria	Description	Points
1.	Track record and experience	Have they provided services with similar scope in the last four years? A maximum of 3 reference letters of confirmation is required.  Two (2) letters = <b>10 points</b>  Three (3) letters or more = <b>15 points</b>	15
2.	Capacity and Compliance	Documentation submitted: Letter of commitment to have digging teams available 24/7 – <b>15 points</b>  Supply the Indemnity Cover agreement – <b>15 points</b>	30
3.	Local (Mangaung) operational and economic investment	Does the bidder have a local office with operational capability? (a) Existing and established local office = <b>25 points</b> (b) If not, but within RSA = <b>15 points</b>	25

4.	Plant and Equipment	Does the bidder have the necessary resources as mentioned in item number 5.26 of the technical specification above? (Supply proof)  a) A completed list as per number 5.26 above – <b>20 points</b>  Incomplete list – <b>0 points</b>  b) More than one team with plant and equipment – <b>10 points</b>	30
	<b>TOTAL</b>		<b>100</b>

**Table 3: Evaluation Criteria**

A bidder who gets a minimum of 85 points and above will qualify to the next stage. The bidder must score minimum points as follows:

Item 1: Minimum points = 10

Item 2: Minimum points = 30

Item 3: Minimum points = 15

Item 4: Minimum points = 30

Individual tenders would have to be evaluated according to the preferential point system.

The point system applicable to this project will be: 90/10

90 points for Price

10 points for Specified Goals.

## 7.2 Price and referential points scoring – (Stage 2)

A maximum of 80 Points is allocated for price on the following basis:

Where  $Ps = 90[1 - \frac{Pt - P_{\min}}{P_{\min}}] \text{bid}$

$Ps$  = Points Scored for comparative price of under consideration

$Pt$  = Comparative Price of bid under bid

$P_{\min}$  = Comparative Price of lowest acceptable

### 7.3 POINTS AWARDED FOR SPECIFIC GOALS

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

**Specified Goals for Preferential Point System**

<b>Specified Goals</b>	<b>Points Allocation</b>
50% Black owned	6
50% Women owned	2
50% Youth owned <35 years	2
<b>Total Points</b>	<b>10</b>

Table 3: Specified Goals

## 8. PRICE SCHEDULE

- 8.1 VAT must not be included in the unit prices.
- 8.2 The Bidder will be paid according to the nett final measurements.
- 8.3 Invoices submitted by the Bidder for interim payment claims must correspond to the items stated. These will be assessed on site in accordance with the actual bills of quantities for each project section.

ITEM	DESCRIPTION	UNIT	LABOUR RATE (ZAR)	MATERIAL RATE (ZAR)
1	<b>EXCAVATION (WITH ALL EXCAVATION BARRICADING MUST BE DONE)</b>			
1.1	<b>SOFT SOIL</b>			
1.1.1	Excavation Soft Soil	m <sup>3</sup>		
1.1.2	Horizontal Drilling Soft Soil	m		
1.2	<b>SOFT ROCK</b>			
1.2.1	Excavation Soft Rock	m <sup>3</sup>		
1.2.2	Horizontal Drilling Soft Rock	m		
1.3.	<b>HARD ROCK</b>			
1.3.1	Excavation Hard Rock	m <sup>3</sup>		
1.3.2	Horizontal Drilling Hard Rock (Sleeves should be included)	m		
2	<b>ROAD CROSSINGS</b>			
2.1	Excavate road crossing, including cutting of surface clearing and Carting away of asphalt.	m <sup>2</sup>		
3	<b>BLASTING</b>			
3.1	Blasting where trench cannot be excavated by machinery	m		
4	<b>BACKFILLING</b>			
4.1	Bedding (1.2Km/W or lower - Red Soil	m <sup>3</sup>		
4.2	Normal Backfilling above cable	m <sup>3</sup>		
4.3	Backfilling Road Crossings	m <sup>3</sup>		

4.4	Backfilling Even Entrances & Walkways	m <sup>3</sup>		
5	<b>GENERAL</b>			
5.1	Installation of cable sleeves (150mm diam x 6 m lenght Nextube ) (black)	Each		
5.2	Concrete slabs- supply, deliver & install (Precon Slabs 1.5m x 0.3m) 15 MPA	Each		
6	<b>REPAIRS</b>			
6.1	Tar (According to Specs)	m <sup>2</sup>		
6.2	<b>PAVING</b>			
6.2.1	Remove and reinstatement of paving	m <sup>2</sup>		
6.2.2.	Supply of the same paving as removed	m <sup>2</sup>		
6.3	Concrete supply and deliver (25MPA)	m <sup>3</sup>		
6.4	Kerbing	m		
7	<b>TRANSPORT COST( all prices must be in line with AA tariff)</b>			
7.1	Light Delivery Vehicle	km		
7.2	Heavy Vehicle	km		
	<b>ITEMS THAT WILL BE SUPPLIED BY CENTLEC</b>			
8	<b>CABLE INSTALLATION INCLUDES INSTALLATION OF DANGER TAPE ABOVE CABLE (Structure installation, returning of cable drums)</b>			
8.1	10mm <sup>2</sup> - 35mm <sup>2</sup> LV cable	m		
8.2	70mm <sup>2</sup> - 120mm <sup>2</sup> LV cable	m		
8.3	185mm <sup>2</sup> - 300mm <sup>2</sup> LV cable	m		
8.4	35mm <sup>2</sup> - 240mm <sup>2</sup> 11kV cable	m		
8.5	500mm <sup>2</sup> Al PILC 33kV single core cable	m		
8.6	Danger Tape (Supply)	m		
8.7	Danger Tape (Installation) must be included with cable installation	m		
8.8	Barricading must be included with excavation			

<b>9</b>	<b>TRAFFIC CONTROL</b>			
9.1	Cost for traffic officer	hr		
<b>10</b>	<b>REPAIR 11kV PILC CABLE FAULTS</b>			
10.1	120 - 185mm <sup>2</sup> Joint	Each		
10.2	95 - 240mm <sup>2</sup> Ferrules (torque shear)	Each		
10.3	185 - 300mm <sup>2</sup> Joint	Each		
10.4	185 - 400mm <sup>2</sup> Ferrules (torque shear)	Each		
<b>11</b>	<b>REPAIR 11kV XLPE CABLE FAULTS</b>			
11.1	25 - 95mm Joints	Each		
11.2	25 - 95mm Ferrules (torque shear)	Each		
<b>12</b>	<b>REPAIR 33kV XLPE CABLE FAULTS</b>			
12.1	500mm <sup>2</sup> Al 33kV single core cable	Each		
12.2	500mm <sup>2</sup> Ferrules (torque shear)	Each		
12.3	400mm <sup>2</sup> Al 33kV single core cable	Each		
12.4	185 - 400mm <sup>2</sup> Ferrules (torque shear)	Each		
12.5	300mm <sup>2</sup> Cu 33kV single core cable	Each		
12.6	185 - 400mm <sup>2</sup> Ferrules (torque shear)	Each		
<b>13</b>	<b>REPAIR 33kV PILC CABLE FAULTS</b>			
13.1	500mm <sup>2</sup> Al 33kV single core cable	Each		
13.2	500mm <sup>2</sup> Ferrules (torque shear)	Each		
<b>14</b>	<b>REPAIR LOW VOLTAGE CABLE FAULTS (PVC)</b>			
14.1	10 - 35mm <sup>2</sup>	Each		
14.2	70 - 120mm <sup>2</sup>	Each		
14.3	150 - 300mm <sup>2</sup>	Each		

15	<b>REPAIR LOW VOLTAGE CABLES (PILC)</b>			
15.1	10 - 35mm <sup>2</sup>	Each		
15.2	70 - 120mm <sup>2</sup>	Each		
15.3	150 - 300mm <sup>2</sup>	Each		
16	Fault location	Each		
17	Pressure test of cable	Each		
18	<b>CLEANING &amp; CLEARING OF SITE</b>			
18.1	Cleaning & clearing of site	Per site		
19	<b>SURVEYING &amp; PEGGING</b>			
19.1	Surveying & Pegging	Per job		
20	<b>SECURITY</b>			
20.1	Security (if cables are uncovered overnight)	hr		
<b>Total</b>				

**Table 4: Pricing Schedule**

## 9 CONTACT INFORMATION

9.1 For any further technical information regarding the document contents please contact Mr. Godfrey le Grange e-mail: [Godfrey.LGrange@centlec.co.za](mailto:Godfrey.LGrange@centlec.co.za)

Such queries must be done in writing, the email address provided serves this purpose.

9.2 For Supply Chain Related questions, Please contact Ms Palesa Makhele at 051 412 2753 or at [Palesa.Makhele@centlec.co.za](mailto:Palesa.Makhele@centlec.co.za)



## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ENTITY)

BID NUMBER: .....

CLOSING DATE: .....

CLOSING TIME: .....

DESCRIPTION.....

**The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).**

BID DOCUMENTS MAY BE POSTED TO:

.....

.....

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

.....

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

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

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)**

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 .....

CODE .....

FACSIMILE NUMBER .....

CODE .....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER .....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

A REGISTERED AUDITOR

(Tick applicable box)

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

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

YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER .....

DATE .....

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

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED .....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: .....

Department: .....

Contact Person: .....

Tel: .....

Fax: .....

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: .....

Tel: .....

Fax: .....

## **TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

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

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

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

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

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

Closing Time ..... Closing Date .....

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

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

- Required by: .....
- At: .....
- Brand and Model .....
- Country of Origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery \*Delivery: Firm/Not firm
- Delivery basis .....

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

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

\*Delete if not applicable

**PRICING SCHEDULE – NON-FIRM PRICES  
(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

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

Name of Bidder.....

Bid number.....

Closing Time .....

Closing Date .....

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

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

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: \*Firm/Not firm

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

\*Delete if not applicable

## PRICE ADJUSTMENTS

## A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1-V)P_t \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VP_t$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new Index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/Indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

**FACTOR**  
(D1, D2 etc. e.g. Labour, transport etc.)

**PERCENTAGE OF BID PRICE**

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT FORECURRENCE REMIT ABRC
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH CALCULATED PR WILL BE EFFECT

**PRICING SCHEDULE**  
**(Professional Services)**

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

Closing Time: ..... Closing Date: .....

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

<u>ITEM NO</u>	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
--------------------	-------------	--

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
------------------------	-------------	------------

.....	R.....	.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....	..... days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc) Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....

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

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....

**TOTAL R .....**

6. Period required for commencement with project after acceptance of bid .....  
7. Estimated man-days for completion of project .....  
8. Are the rates quoted firm for the full period of contract? ..... \*YES/ NO.  
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....

\*Delete if not applicable

## MBD 4

### DECLARATION OF INTEREST

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

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

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

3.8 Are you presently in the service of the state?

YES / NO

3.8.1 If yes, furnish particulars. ....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Signature**

Date

## Capacity

**Name of Bidder**

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

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

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

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

\*YES / NO

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

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

2.2 If yes, provide particulars.

\* Delete if not applicable

\*YES / NO

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of

such contract?

3.1 If yes, furnish particulars

.....  
.....

\*YES / NO

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

4.1 If yes, furnish particulars

.....  
.....

### CERTIFICATION

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

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

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

.....  
.....

Signature

Date

.....  
.....

Position

Name of Bidder

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

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

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

---

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**  
*(delete whichever is not applicable for this tender).*
  - a) The applicable preference point system for this tender is the **90/10** preference point system.
  - b) The applicable preference point system for this tender is the **80/20** preference point system.
  - c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.
- 1.4 **To be completed by the organ of state:**  
 The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20 85 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P<sub>min</sub> = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$80/20$	<b>or</b>	$90/10$
$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$ or		$Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (90/10 system) (To be completed by the organ of state)</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (90/10 system) (To be completed by the tenderer)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>
50% Black owned	6			
50% Women owned	2			
50% Youth owned <35 years	2			
<b>Specified Goals Total</b>	<b>10</b>			

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. **TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One-person business/sole proprietor

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

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

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (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 the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrialdevelopment/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 and 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:

Description of services, works or goods	Stipulated minimum threshold
	%
	%
	%

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 the 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](http://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):

<u>Currency</u>	<u>Rates of exchange</u>
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: .....

Documentation 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 Accounting Officer / Accounting Authority 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 Municipality / Municipal Entity):**  
.....

**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.thedti.gov.za/industrialdevelopment/ip lsp>. 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 percentages (%) 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 / Municipality /Municipal Entity 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 / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

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

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of 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);
    - Technical Specification(s);
    - 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 goods and/or works 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) .....

**WITNESSES**

CAPACITY .....

1 .....

SIGNATURE .....

2 .....

NAME OF FIRM .....

DATE: .....

DATE .....

## **CONTRACT FORM - PURCHASE OF GOODS/WORKS**

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

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

**NAME (PRINT)** .....

**SIGNATURE** \_\_\_\_\_

**OFFICIAL STAMP**

## WITNESSES

## 1. SEARCHES

2. 

DATE \_\_\_\_\_

## CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (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) .....

WITNESSES

CAPACITY .....

1 .....

SIGNATURE .....

2 .....

NAME OF FIRM .....

DATE: .....

DATE .....

## CONTRACT FORM - RENDERING OF SERVICES

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

1. I..... in my capacity as..... accept your bid under reference number ..... dated..... 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 .....

DATE: .....

## CONTRACT FORM - SALE OF GOODS/WORKS

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

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of 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);
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - 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) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(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 undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

WITNESSES

CAPACITY

1 .....

SIGNATURE .....

2 .....

NAME OF FIRM

DATE: .....

DATE

## **CONTRACT FORM - SALE OF GOODS/WORKS**

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

1. I..... in my capacity as..... accept your bid under reference number ..... dated..... for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)

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

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

NAME (PRINT) \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**OFFICIAL STAMP**

## WITNESSES

## 1. *Introduction*

## 2. ANALYSIS OF THE DATA

DATE \_\_\_\_\_

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

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

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

4.3.1 If so, furnish particulars:

Question		Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<input type="checkbox"/>	<input type="checkbox"/>

4.4.1 If so, furnish particulars:

4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
-----	--	--------------------------	--------------------------

4.7.1 If so, furnish particulars:

### CERTIFICATION

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js367bW

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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