



NGWATHE LOCAL MUNICIPALITY

TENDER NO. NLM: FIN 05 (02/2026)

**APPOINTMENT OF A QUALIFIED SERVICE PROVIDER TO RENDER
ELECTRICITY DISCONNECTION AND RECONNECTION SERVICES FOR A
PERIOD OF THREE (3) YEARS.**

CLOSING DATE:	31 March 2026	TIME	12h00
NAME OF TENDERER			
CENTRAL SUPPLIER DATABASE NUMBER	MAAA		
TAX COMPLIANCE STATUS PIN			
TOTAL AMOUNT (MBD3.1)			
CONTACT PERSON			
TELEPHONE NUMBER			
FAX NUMBER			

ENQUIRIES REGARDING BID PROCEDURES		TECHNICAL ENQUIRIES	
DIRECTORATE : FINANCE		DIRECTORATE: FINANCE	
Richard Malamule		Serame Phetoane	
Supply Chain Management		CHIEF FINANCIAL OFFICER	
TEL. NUMBER	056 816 2700	TEL. NUMBER	056 816 2700
TENDER ISSUED BY			
Mr R Malumule		SUPPLY CHAIN MANAGEMENT	
MANAGER: SUPPLY CHAIN	TEL. NUMBER	056 816 2700	
NGWATHE LOCAL MUNICIPALITY		P.O. BOX 359, LIEBENBERGSTREK, 9585	

PART T1 TENDERING PROCEDURES
T1.1 TENDER NOTICE AND INVITATION TO TENDE

TENDER DETAILS

TENDER NUMBER	TENDER NO. NLM : FIN 05 (02/2026)					
TENDER TITLE	APPOINTMENT OF A QUALIFIED SERVICE PROVIDER TO RENDER ELECTRICITY DISCONNECTION AND RECONNECTION SERVICES FOR A PERIOD OF THREE (3) YEARS.					
CLOSING DATE	31 March 2026		CLOSING TIME		12h00	
SITE MEETING	DATE	9 March 2026	TIME	14:00	COMPULSORY	Yes
SITE MEETING ADDRESS	Date: 9 March 2026 (Friday) Venue: Municipal Side Hall - Parys Time: 14:00					
CIDB GRADING REQUIRED	NO		LEVEL AND CATEGORY		NOT APPLICABLE	
TENDER DOCUMENT FEE	R1 500.00		PREFERENCE POINT SYSTEM		80/20	
BID BOX SITUATED AT	NGWATHE LOCAL MUNICIPALITY MAIN BUILDING: LEFT-SIDE OF THE MAIN ENTRANCE					
OPERATING HOURS	The bid box is open during office hours, Monday to Fridays from 07h30 to 17h00 and Fridays from 07h30 to 17h00.					
OFFER TO BE VALID FOR	90	DAYS FROM THE CLOSING DATE OF TENDER.				

PLEASE NOTE:

1. Prospective suppliers must be registered on CSD prior to submitting bid (open tender)
2. **Tenders that are deposited in the incorrect box will not be considered.**
3. This tender will be evaluated in terms of the General Conditions of Contract, Supply Chain Management Policy and relevant specification as depicted in the document and also the Preferential Procurement Policy Framework effective from 02 May 2023 in accordance with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452
4. Mailed, telegraphic, telex, or faxed tenders will not be accepted.
5. No late bids after closing date and time will be accepted.
6. Bids not clearly marked and unamend will not be accepted.
7. Bids may only be submitted on the bid documentation provided by the municipality.
8. No awards will be made to a person:
 - i. Who is in the service of the state,
 - ii. If that person is not a natural person , of which any director, manager, principal shareholder or stakeholder is a person in the service of the state
 - iii. Who is an advisor or consultant contracted with the municipality or municipal entity

T1.1 TENDER NOTICE & INVITATION



NGWATHE LOCAL MUNICIPALITY

TENDER NO: NLM: FIN 05 (02/2026)

APPOINTMENT OF A QUALIFIED SERVICE PROVIDER TO RENDER ELECTRICITY DISCONNECTION AND RECONNECTION SERVICES FOR A PERIOD OF THREE (3) YEARS.

CLOSING DATE: 31 March 2026 @12h00

Tenders are invited for the provision of professional services, **APPOINTMENT OF A QUALIFIED SERVICE PROVIDER TO RENDER ELECTRICITY DISCONNECTION AND RECONNECTION SERVICES FOR A PERIOD OF THREE (3) YEARS** as defined by the Scope of Services contained in the bid document. Tender documents will be available as from **03 March 2026** from SCM offices, as a PDF the NGWATHE Municipality webpage (www.ngwathe.co.za), which must be downloaded, printed in colour and completed, however, a non-refundable tender document fee must still be paid. Completed documents must be submitted with a payment of a non-refundable tender amount of **R1 500.00** Only bank transfersto municipal bank account, or cash will be accepted at municipal cashiers.

Compulsory briefing session: Yes

Bids will be pre-qualified in accordance with functionality criteria as outlined in the tender. Only the bids that meet the minimum number of **70 points** out of the total number of points for functionality will proceed to the price and preference goals evaluation stage.

The closing time for receipt of tenders is **at 12h00 on 31 March 2026**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Duly completed tender enclosed in a sealed envelope marked **“APPOINTMENT OF A QUALIFIED SERVICE PROVIDER TO RENDER ELECTRICITY DISCONNECTION AND RECONNECTION SERVICES FOR A PERIOD OF THREE (3)”** with the name of the Tenderer, shall be deposited in the tender box provided at the Ngwathe Local Municipality on the P.O.BOX 359, liebenbergstrek, Parys, 9585, before **12h00 on 31 March 2026**. The tenders will be opened in public.

Technical/Services queries may be directed to the Chief Financial Officer

*A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the NLM Preferential Procurement Policy Framework effective from 02 May 2023 and also with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Ngwathe Local Municipality where **80 points** will be allocated in respect of price and **20 points** in respect PPPFA level of contribution.*

NB: Functionality will be used for evaluation criteria

Tenderers must have the necessary skills, experience and capacity to perform the required work. Tenderers must have the necessary skills, experience and capacity to perform the required work. Only those tenderers/bidders/company's who score a minimum score of **70 points** in respect of the functionality criteria will proceed to the price and preference goals evaluation stage.

No awards will be made to a person:

- Who is in the service of the state,
- If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state,
- Who is an advisor or consultant contracted with the municipality or municipal entity

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

The following documents have to be attached (Bidders that fail to submit documents indicated as compulsory will be disqualified):

- **Certified copy of Identity document be attached - Compulsory**
- **Valid company tax clearance certificate be attached - Compulsory**
- **Certified copy of the company registration certificate / founding certificate must be attached - Compulsory**
- **Copy of company profile with clear references - Compulsory**
- **PPPFA level (Attach copy of share certificate), and if applicable attach proof of disability**
- **Proof of CSD registration report/CSD number**
- **Valid letter of good standing (COIDA) must be attached**
- **Audited annual financial statements for the past 3 years for the Bid above R10m - Compulsory**
- **Copy of Professional Indemnity Insurance**
- **Current Municipal rates & taxes account for company - Compulsory**
 1. For procurement expected to be less than 10 million, awards will not be made to bidders owing municipal rates and taxes for over 90 days at the time of tender closure;
 2. For procurement expected to be more than 10 million, awards will not be made to bidders owing municipal rates and taxes for over 30 days at the time of tender closure;
- **Current Municipal rates & taxes information for the organizational directors to be attached and not in arrears for more than 90 days - Compulsory**
- **Lease agreement together municipal account of the Landlord - Compulsory**
- **All compulsory/ supplementary forms must be fully completed;**
- **For the briefing Session to be conducted; any queries must be directed to Managers/End Users;**
- **Failure to comply with the above-mentioned conditions may invalidate your bid.**

DR FP MOTHAMAHA

MUNICIPAL MANAGER

Date

INVITATION TO TENDER & TENDER DETAILS

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NGWATHE LOCAL MUNICIPALITY

BID NUMBER:	NLM: FIN 05 (02/2026)	CLOSING DATE:	31 March 2026	CLOSING TIME:	12h00
DESCRIPTION	APPOINTMENT OF A QUALIFIED SERVICE PROVIDER TO RENDER ELECTRICITY DISCONNECTION AND RECONNECTION SERVICES FOR A PERIOD OF THREE (3)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT **NGWATHE LOCAL MUNICIPALITY, PARYS, LIEBENBERGSTREK, 9585**

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
COMPANY SHARE CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		PROOF OF DISABILITY (IF APPLICABLE)	<input type="checkbox"/> Yes <input type="checkbox"/> No	

A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the NLM Preferential Procurement Policy Framework effective from 02 May 2023

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER		6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Finance (SCM)	CONTACT PERSON	Mr Serame Phetoane
CONTACT PERSON	Richard Malumule	TELEPHONE NUMBER	056 816 2700
TELEPHONE NUMBER	056 816 2700	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	phetoanes@ngwathe.co.za
E-MAIL ADDRESS	richardm@ngwathe.co.za		

TERMS AND CONDITIONS FOR BIDDING

PART B

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
THIS BID IS SUBJECT TO THE NLM PREFERENTIAL PROCUREMENT POLICY FRAMEWORK EFFECTIVE FROM 02 MAY 2023 IN ACCORDANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS THAT WAS PROMULGATED BY THE MINISTER OF FINANCE ON 04 NOVEMBER 2022 IN GOVERNMENT GAZETTE NO 47452.
- 1.3. , THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

NLM: FIN 05 (02/2026)

APPOINTMENT OF A QUALIFIED SERVICE PROVIDER TO RENDER ELECTRICITY DISCONNECTION AND RECONNECTION SERVICES FOR A PERIOD OF THREE (3) YEARS.

1. Bidders who would participate in the compulsory briefing session must attend and will be held on **09 March 2026 at 14h00**.
2. Bid documents will be available on the e-tender website and must be downloaded.
3. Sealed bid documents marked: **NLM: FIN 05 (02/2026) - APPOINTMENT OF A QUALIFIED SERVICE PROVIDER TO RENDER ELECTRICITY DISCONNECTION AND RECONNECTION SERVICES FOR A PERIOD OF THREE (3) YEARS** must be placed in the bid box of the Municipal offices, Liebenbergstrek, Parys not later than **31 March 2026 @ 12H00**, where after the bids will be opened in public at the Municipal offices.
4. One sealed envelope containing **FUNTIONALITY AND PRICE** must be deposited in the box before the closing date and time.
5. Please note that no bid documents will be given to couriers unless the courier company is in the possession of a letter on an official letterhead, confirming on behalf of the company the full details of the specific bid/bids to be collected, as well as the payment of the full amount payable for bids required.
6. The Council will not be responsible for bids not received or received late by mail. Bids will remain valid for 90 days (Ninety).
7. Bidders will also be required to show compliance with the Preferential Procurement Policy.
8. All bids will be adjudicated based on the highest price offered above the market value.
9. An updated record of payment of rates, taxes and services to the relevant Municipality must be attached. Failure to do so will invalidate the bid submitted.
10. **No bids will be considered from any person(s) in the service of the state (as defined in Regulation 1 of Local Government: Municipal Supply Chain Management Regulations).**
11. All bids must be submitted on the official forms provided and a successful bidder will be required to fill and sign a written Contract Form (MBD 7).
12. Enquiries relating to this tender should be addressed to Mr Serame Phetoane @ 056 816 2700

NGWATHE LOCAL MUNICIPALITY

P.O. BOX 359

PARYS

9585

**GENERAL CONDITIONS OF CONTRACT
(NOT TO BE ALTERED)**

PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

Dated July 2010 as set out by the National Treasury: Republic of South Africa

TABLE OF CLAUSES

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GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

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

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's delivery and/or performance

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

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

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

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

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier. 2

2. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: (i) the name and address of the supplier and / or person restricted by the purchaser; (ii) the date of commencement of the restriction (iii) the period of restriction; and (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in Performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of restrictive practices 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

**CONSENT AND ACKNOWLEDGMENTS IN TERMS OF
THE PROTECTION OF PERSONAL INFORMATION ACT
2013 (POPI)**

This section sets out how personal information will be collected, used and protected by Ngwathe Local Municipality hereinafter referred to as “NLM”, as required by the Protection of Personal Information Act. The use of the words “the individual” for the purposes of this document shall be a reference to any individual (bidder) communicating with NLM and/or concluding any agreement, registration or application, with the inclusion of each of those individuals referred to or included in terms of such agreement, registration or application.

1. What is personal information?

The personal information that MLM requires relate to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, and personal and work email and contact details.

2. What is the purpose of the collection, use and disclosure (the processing) of personal information?

NLM is legally obligated to collect, use and disclose personal information for the purposes of:

- reporting NLM initiatives to the Free State Provincial Treasury and Fezile Dabi District Municipality;
- reporting to National Treasury all contracts awarded;
- obtaining information related to Tax Compliance information from SARS;
- Verifying information on the National Treasury database of defaulters;
- evaluating and processing applications for registration on the database;
- compiling statistics and other reports;
- providing personalised communications;
- complying with the law; and/or
- for a purpose that is ancillary to the above. Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand

3. How will NLM process personal information?

NLM will only collect personal information for the purpose as stated above. Information will be collected in the following manner:

- directly from the individual;
- from service providers who provided with services or goods to NLM;
- from NLM’s own records relating to previous supply of services or goods; and/or
- from a relevant public or equivalent entity.

4. To whom will personal information be disclosed?

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country (trans border flow of information) where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for. In the event of another party/ies acquiring all of or a portion of NLM's mandate or functions, personal information will be disclosed to that party but they will equally be obliged as we are, to protect personal information in terms of this policy and the law.

5. Consent and Permission to process personal information:

I hereby agree with the policy and provide authorisation to NLM to process the personal information provided for the purpose stated.

- I understand that withholding of or failure to disclose personal information will result in NLM being unable to perform its functions and/or any services or benefits I may require from NLM.
- Where I shared personal information of individuals other than myself with NLM I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in terms of this personal information policy and I warrant that I am authorised to give this consent on their behalf.
- To this end, I indemnify and hold NLM not responsible in respect of any claims by any other person on whose behalf I have consented, against NLM should they claim that I was not so authorised.
- I understand that in terms of POPI and other laws of the country, there are instances where my express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.
- I will not hold MLM responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

6. Rights regarding the processing of personal information:

- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide NLM with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if NLM agrees to same in writing. NLM specifically draws to the attention that the withdrawal of consent may result in it being

unable to provide the requested information and/or services and/or financial or other benefits.

- In order to withdraw consent, please contact the Information/communication Office at naales@ngwathe.co.za
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify MLM so that our records may be updated. NLM will largely rely on the individual to ensure that personal information is correct and accurate.
- The individual has the right to access their personal information that NLM may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:
 - the information comes under legal privilege in the course of litigation,
 - the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
 - giving access may cause a third party to refuse to provide similar information to NLM,
 - the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
 - the information as it is disclosed may result in the disclosure of another person's information,
 - the information contains an opinion about another person and that person has not consented, and/or
 - the disclosure is prohibited by law.

7. Requesting access and lodging of complaints:

- Please submit any requests for access to personal information in writing to MLM's information officer at naales@ngwathe.co.za
- With any request for access to personal information, MLM will require the individual to provide personal information in order to verify identification and therefore the right to access the information.
- There may be a reasonable charge for providing copies of the information requested.
- If any request has not been addressed to satisfaction a complaint may be lodged at the office of the Information Regulator.

Signature:	Date:
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PERFORMANCE MANAGEMENT SYSTEM

The Municipal Finance Management Act (No. 56 of 2003) Section 116 (2) (d) determines that a Municipality must enter into a Performance Management System (PMS) with all service providers.

A final PMS document will be concluded in consultation with the appointed bidder.

ACCEPTANCE OF PMS AGREEMENT

You are hereby requested to sign this document as acceptance that your performance will be measured continuously in terms of the PMS.

CONTRACTOR

Signature : _____

Name : _____

Designation : _____

Date : _____

NGWATHE LOCAL MUNICIPALITY

Signature : _____

Name : _____

Designation : _____

Date : _____

SPECIFICATIONS/TERMS OF REFERENCE

1. PURPOSE

Ngwathe Local Municipality requires services from a service provider to render disconnect/reconnect electricity supply.

2. SCOPE

- ✦ Disconnection and reconnection of electricity.
- ✦ Monitoring of disconnected electricity meters.
- ✦ Delivery of final warning notices.
- ✦ Meter audit for pre-paid electricity.

3. DELIVERABLES

3.1 Electricity Disconnection / Reconnection: The services required by the Municipality are as follows:

- ✦ Delivery of final warning notices for disconnection of services on the premises within 7 days after the final warning letters has been provided to the successful Service provider, due to non-payment.
- ✦ **Proof of delivery should be provided**, which is:
 - Time and date of action when the letter was delivered.
 - Photo of placement house number of the final notice.
- ✦ Confirmation of readings by the service providers must be done Municipality on the disconnected electricity meter for monitoring purposes.
 - Provide a photo that reflect the readings
 - Time and date of action to be included in the report
- ✦ Perform disconnection of electricity services when no response was received from warning notices served.
- ✦ Disconnection must be done within 7 days of delivery, from Monday until Thursday. No electricity disconnections shall be done on Fridays and on the day before the public holidays.
- ✦ Only where a payment has been made, municipality has 72 hours on a working day will the service be restored.
- ✦ **Proof of disconnection**, which should be:
 - Time and date of action to be included in the report
 - Photo of placement of the disconnection notice at the premises
 - Photo of disconnection action after it was effected
 - Reading of electricity meter taken at disconnection to be uploaded on system for record purposes
- ✦ Provide a report on electricity meters that had been tampered with, together with the current readings to the Municipality.
- ✦ It is the responsibility of the successful Service provider to immediately remove the cables and wires which were utilized for tampering and report the tampered meters to the Municipality. Proof of tampering such as a photo of the meter and the property must be submitted together with the report.

- ✦ The Municipality will take the matter further with regards to penalties and the units lost during tampering.
- ✦ The Monitoring of disconnections in every Fridays to see whether the meter is still disconnected from the list provided by the Municipality and provide proof thereof.
- ✦ Perform re-connection of services on payments receipt, effectively within 72 hours.

- ✦ **Proof of reconnection**, which should be:
 - Time and date of reconnection.
 - Photo of the meter
 - Photo of the premises where reconnection was done
- ✦ Email information to Ngwathe Local Municipality delegated official after the work has been done.
- ✦ In the case where the gate is locked and/or no access to property and the items above cannot be provided for reporting, this shall not be paid (no payment shall be claimed by the Service provider).
- ✦ Provide reports of the work done “as and when” required by the Municipality.
- ✦ To address all queries immediately on the disconnection and reconnection meters after the proof of payment has been provided to the successful Service provider.
- ✦ The successful Service provider must have his / her own resources which are vehicles, furniture, tools for disconnections / reconnections, and be able to communicate effectively on matters that are urgent and provide continuous reports on the disconnections / reconnections of electricity.
- ✦ The successful Service provider is expected to cooperate with the Municipality by assisting as a witness at the municipality’s cost, during the court proceedings until the final stage of the matter. Evidence for these fraudulent activities must be provided by the successful Service provider.
- ✦ All information collected by the successful service provider for the duration of the contract shall remain the property of Ngwathe Local Municipality, at the end of the contract.

4. **THE SYSTEM**

The successful service provider must have a system software that will be able to:

- Automatically update the ‘work-in-progress’ of the day-to-day activities executed by the field worker instantly.
- Generate clear color pictures of quality.
- Generate shapefiles or KML Files (to display geographic data).
- Generate GPS coordinates to reflect the disconnection / reconnection areas of the Municipality during the execution of the work.
- Generate reports for the disconnection and reconnection of electricity.

The Municipality will provide the GIS data that has the information such as the Cadastral data that can be incorporated to their system which the successful service provider will utilize, for the duration of the contract.

5. SPECIAL MONITORING

- ✦ The service provider will be provided with the list of electricity disconnections for special monitoring where the electricity meter was disconnected, but no response was received from the debtor, by means of payment. The service provider must inspect that the disconnected meter remains disconnected until such time that payment is received by the municipality.
- ✦ The service provider must report back in writing to the municipality of any irregularities within 24 hours.

6. AREAS TO BE COVERED

Ngwathe Local Municipality boundary (Parys, Vredefort, Koppies, Heilbron and Koppies)

7. SITE ESTABLISHMENT

The Service provider will have to establish their own office space and a telephone service where the service provider shall pay for calls. The successful service provider must provide own table and chairs, and resources needed, including the computer system.

8. PUBLIC LIABILITY INSURANCE

The successful service provider must submit **Public Liability Insurance** of R1 000 000.00 (One million Rand) with the signed appointment letter. The cover must be valid throughout the duration of the contract.

9. DAMAGES, ACCIDENTS, LOSSES, AND INSURANCE

Any damages, accidents or losses caused by the successful service provider, while executing the applicable duties on the contract, will be the successful service provider's responsibility and for his own account. Ngwathe Local Municipality will not be liable for any such damages, accidents, or losses.

The successful service provider must have a liability insurance for any damages, claims, accidents, or losses that may occur to private and municipal property whilst rendering the applicable service.

10. COIDA

The successful Service provider will be required to register with COIDA (Compensation for occupational injury and disease act) within 14 days from date of appointment and proof must be provided thereof. Registration will be at the cost of the appointed Service provider. In the case where the successful Service provider is already registered and a member, proof must be furnished upon request.

11. PERFORMANCE MANAGEMENT SYSTEM

The successful Service Provider will be required to enter into a performance management agreement, whereby each service provider's performance will be measured and assessed against deliverables.

12. OCCUPATIONAL HEALTH AND SAFETY

In terms of Section 37 (2) of the Occupational Health and Safety Act No 85 of 1993, the successful service provider must ensure that they comply with the Act when providing the works or using plant, materials or equipment. The appointed Service Provider will be required to comply with Health and Safety in accordance with the Occupational Health and Safety Act No. 85 of 1993.

13. INDEMNITY

The successful service provider indemnifies Ngwathe Local Municipality and their representatives against any loss and damage to the property, death of, or injury to, a person and claims, proceedings, compensation, and costs arising from the successful service provider's transgression of the Act. The Indemnity must be valid for the duration of the contract.

14. THE CONTRACT PERIOD

The contract will be for a period of three (3) years.

15. STATED QUANTITIES

Please note that all quantities stated in the Schedule of this bid document are estimated quantities. The identified quantities are to assist the Service provider(s) with the pricing of the service.

16. CONTRACT PRICE ADJUSTMENT

An annual price adjustment based on the average Reserve Bank CPI figures is applicable on the anniversary of the contract.

17. ALTERNATIVE OFFER SCHEDULE

Not applicable.

18. AWARDING OF BIDS

The Council reserves the right to accept any bid or part thereof and does not bind itself to accept the lowest or any bid.

19. PAYMENT OF INVOICES

All valid invoices are to be paid within 30 days from date of receipt by the municipality. Ngwathe Local Municipality will not accept any responsibility for the non-payment of any invoices submitted by a successful service provider(s) if the relevant invoice does not reflect an official municipal order number.

20. REPORTING

The successful Service provider will be required to provide monthly the progress reports during the PMS (Performance Management Service) meeting, and weekly operational reporting to Ngwathe Local Municipality delegated official.

21. PERSONNEL/EXPERIENCE

- ✦ **Five (3) x Qualified Electricians** – Must have a minimum of Trade Test or Red Seal Certificate with 3 years' experience in the disconnection/reconnection of electricity with the municipalities.

An additional four (4) Semi-Skilled Electricians with a minimum of 2 years' electrical experience may be required for the duration of the contract.

All six (3) qualified electricians must always be on site.

- ✦ In the event that a member (Electrician) of the proposed team is not available during the project execution phase, a person of equal or higher experience and qualifications must be assigned to the project.
- ✦ Ngwathe Local Municipality reserves the right to request more qualified Electricians whenever the need arises.

22. COMPANY EXPERIENCE/ REFERENCES

Service providers are required to provide a minimum of three (3) contactable reference letters (**not appointment letters**) indicating the service provider's experience relating to disconnection / reconnection of electricity, and the restriction of water, with the municipalities, in the last five years (2020 – current)

For the reference letter to be valid it must satisfy the below:

- Letter head of the Institution offering the reference
- Clear description of the services that were rendered
- Dated
- Signed or stamped to indicate validity

It is the onus of bidders to make sure that they provide contactable reference letters. The municipality may verify the veracity of the provided references at any given time.

Should the content of the references not be verifiable, the information will be disregarded, and the bidder will have no claim against the municipality.

23. VEHICLES

The successful service provider's vehicles should be in good condition and not older than 10 years. These can include Bakkies, with a canopy.

Service providers must provide proof of ownership of vehicles or a letter of intent to lease the vehicles required for the duration of the contract.

FUNCTIONALITY / CRITERIA

ITEM	DESCRIPTION	YES	NO
COMPANY EXPERIENCE	Bidders should submit minimum of three (3) contactable reference letters indicating experience relating to disconnection / reconnection of electricity with the municipalities, in the last five years (2020 – current).		
PERSONNEL CAPACITY	COMPLIANCE		
	Minimum of one (1) employee with Red seal certificate. <i>(Attach a certified copy)</i>		
	Minimum of one (1) employee with Certificate of Compliance (CoC) 3 phase. <i>(Attach a certified copy)</i>		
	QUALIFIED ELECTRICIANS		
	Minimum of three (3) qualified Electricians with Trade Test or Red Seal Certificate <i>(Attach certified copy of certificate)</i>		
	Minimum of three (3) years' experience in the disconnection/reconnection of electricity with the municipalities for each electrician. <i>(Attach CV's indicating experience)</i>		
VEHICLES	Service providers must provide proof of ownership of vehicles or a letter of intent to lease the vehicles. Vehicles should not be older than 10 years. (Proof of ownership should be in the name of the company or its directors)		

NB: Any bidder found not to fully comply with the above will not be further evaluated on financial proposals and specific goals

24. EVALUATION OF BIDS

The bid will be evaluated in line with the set specifications, Ngwathe Local Municipality's SCM Policy and Preferential Procurement Policy, Preferential Procurement Policy Framework Act 5 of 2000 and its 2022 regulations, as well as any other applicable legislation.

Potential service providers will have to fully comply with the minimum requirements before their financial proposals and specific goals are evaluated.

25. PRICING

Bidders are advised to price their offers according to the pricing schedule provided, no other pricing schedules/structures/methods will be considered. If a bidder fails to adhere to this, they will not be further evaluated and they will be disqualified.

The tendered amount must include all resources such as the disconnection tools and the restriction devices/methods that will assist the successful Service provider on this project

PRICING SCHEDULE

NO#	ITEM DISCRIPTION	OUM	EST QTY	RATE EXCLUDING VAT
1.	Delivery of warning letters	(Per letter)	1	R
2.	Disconnections for electricity	(Per disconnection)	1	R
3.	Reconnections for electricity	(Per reconnection)	1	R
4.	Meter audit for electricity	(Per meter)	1	R
5.	Special monitoring for disconnected	(Per meter)	1	R
6.	Cable disconnections for electricity theft	(Per disconnection)	1	R
7.	Erroneous disconnections / reconnections by municipality	1 (Per disconnection / reconnection)	1	R
8.	Erroneous disconnections/ reconnections by the service provider	1 (Per disconnection / reconnection)	1	NO CHARGE
TOTAL EXCLUSIVE OF VAT				R
VAT 15%				R
TOTAL INCLUSIVE OF VAT				R

COMPANY INFORMATION

COMPANY NAME : _____

FULL NAME AND SURNAME : _____

OF THE BIDDER ADDRESS : _____

TELEPHONE NUMBER : _____

EMAIL ADDRESS : _____

CELL NUMBER : _____

DATE : _____

SIGNATURE : _____

MBD 4**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state¹.
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.

No.	Information	Please provide detail	
3.1	Full name of bidder or his or her representative		
3.2	Identity number		
3.3	Position occupied in the company (director, trustee, hareholder ²		
3.4	Company registration number		
3.5	Tax reference number		
3.6	VAT registration number		
Note	<i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)</i>		
3.7	Are you presently in the service of the state? If yes, please furnish particulars :	Yes	No
3.7.1	Name of director		

3.7.2	Service of state organization	
-------	-------------------------------	--

3.8	Have you been in the service of the state for the past twelve months?	Yes	No
-----	---	-----	----

If yes, please furnish particulars :

3.8.1	Name of director	
-------	------------------	--

3.8.2	Service of state organization	
-------	-------------------------------	--

3.9	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	Yes	No
-----	--	-----	----

If yes, please furnish particulars :

3.9.1	Name of person in the service of state	
-------	--	--

3.9.2	Relationship	
-------	--------------	--

3.10	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
------	--	-----	----

If yes, please furnish particulars :

3.10.1	Name of person in the service of state	
--------	--	--

3.10.2	Relationship	
--------	--------------	--

3.11	<i>Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</i>	Yes	No
------	--	-----	----

If yes, please furnish particulars :

3.11.1	Name of director	
--------	------------------	--

3.11.2	Service of state organization	
--------	-------------------------------	--

3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state?	Yes	No
------	--	-----	----

	If yes, please furnish particulars:		
3.12.1	Name of director		
3.12.2	Name of relative		
3.12.3	Relationship		
3.13	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	Yes	No
	If yes, please furnish particulars:		
3.13.1	Name of director		
3.13.2	Related company		
Note:	<p>SCM Regulations:</p> <p>“1In the service of the state” means to be –</p> <p>(a) a member of –</p> <p>(i) any municipal council;</p> <p>(ii) any provincial legislature; or</p> <p>(iii) the national Assembly or the national Council of provinces;</p> <p>(b) a member of the board of directors of any municipal entity;</p> <p>(c) an official of any municipality or municipal entity;</p> <p>(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);</p> <p>(e) a member of the accounting authority of any national or provincial public entity; or</p> <p>(f) an employee of Parliament or a provincial legislature.</p> <p>“2 Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.</p>		

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

Full Name	Identity Number	State Employee Number

5. I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

MBD 5**DECLARATION FOR PROCUREMENT ABOVE R10-MILLION
(ALL APPLICABLE TAXES INCLUDED)**

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

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

4.1	If yes, provide particulars:		
-----	------------------------------	--	--

CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2
- a) The value of this bid is estimated to exceed /**not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) The 80/20 or 90/10 preference point system will be applicable to this tender
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
- (b) PPPFA Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:
- | | POINTS |
|--|---------------|
| PRICE | 80 |
| PPPFA STATUS LEVEL OF CONTRIBUTOR | 20 |
| Total points | 100 |
- 1.5 Failure on the part of a bidder to submit proof of Share certificate for PPPFA Status level of contributor together with the bid, will be interpreted to mean that preference points for PPPFA status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“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) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (c) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (d) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (e) **“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
- (f) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. POINTS AWARDED FOR PRICE

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

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

$$P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

4. **POINTS AWARDED FOR PPPFA STATUS LEVEL OF CONTRIBUTOR**

4.1 In terms of Regulation 2022 Preferential Procurement Policy Framework Act, points status level of contribution in accordance with the table below:

PPPFA Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
Historically disadvantage individual	5	10
Locality	5	10
Non-compliant contributor	0	0

5. **BID DECLARATION**

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

6. **PPPFA STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 PPPFA Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of PPPFA status level of contributor.

7. **SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The PPPFA status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the PPPFA status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) Recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) Forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN BY BOTH THE SERVICE PROVIDER (PART 1) AND THE EMPLOYER / MUNICIPALITY (PART 2) AND SIGNED IN THE ORIGINAL.

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

- I hereby undertake to render the services as described in the attached bidding documents to Ngwathe Local Municipality in accordance with the requirements and task directives / proposals specifications stipulated in bid number **NLM: FIN 05 (02/2026)** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Employer / Municipality during the validity period indicated and calculated from the closing date of the bid.
1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 2.1 Bidding documents, *viz*
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Preferential Procurement Policy Framework Act Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - Service Level Agreement
 - 1.2 General Conditions of Contract;
 - 1.3 Other (specify)
 2. 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.
 3. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

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

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

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	DATE
1.	
2.	

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE EMPLOYER / MUNICIPALITY)

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

For the rendering of services hereunder and/or further specified in the annexures.

1. An official order indicating service delivery instructions is forthcoming.
2. 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	PPPFA STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION & CONTENT (IF APPLICABLE)

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

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	OFFICIAL STAMP
1.	
2.	

MBD 8

DECLARATION OF BIDDERS 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:
 - 3.1 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - 3.2 been convicted for fraud or corruption during the past five years;
 - 3.3 willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4 been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004).
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<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 www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page</p>	Yes	No
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 www.treasury.gov.za by clicking on its link at the bottom of the home page.</p>	Yes	No

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

CERTIFICATION

I, the undersigned 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.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This municipal bidding document (MBD) must form part of all bids¹ invited.
- 2 Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ²Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. 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
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**APPOINTMENT OF A QUALIFIED SERVICE PROVIDER TO RENDER
ELECTRICITY DISCONNECTION AND RECONNECTION SERVICES FOR A
PERIOD OF THREE (3) YEARS.**

in response to the invitation for the bid made by:

NGWATHE LOCAL MUNICIPALITY

NAME OF MUNICIPALITY / MUNICIPAL ENTITY

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

I certify, on behalf of:

NAME OF REPRESENTATIVE

that:

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

- c. Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - 7.1 Prices;
 - 7.2 Geographical area where product or service will be rendered (market allocation);
 - 7.3 Methods, factors or formulas used to calculate prices;
 - 7.4 The intention or decision to submit or not to submit a bid;
 - 7.5 The submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6 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.

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.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

FUNCTIONALITY SCORE SHEET

The bidder must score at **least 70 out of 100** to be considered for a work assignment



NGWATHE LOCAL MUNICIPALITY