

# Gamagara Local Municipality



GM2024/05

## APPLICATION FOR ADMISSION TO THE DATABASE OF ELECTRICAL PROFESSIONAL CONSULTANTS FOR A PERIOD OF THIRTY SIX MONTHS (RE-ADVERT)

CLOSING DATE: 01 March 2024	CLOSING TIME: 10:00
-----------------------------	---------------------

NAME OF BIDDER\* : .....

ADDRESS\* : .....

: .....

: .....

TEL NUMBER\* : .....

FAX NUMBER\* : .....

CENTRAL SUPPLIER DATABASE REG NO\* : .....

B-BBEE LEVEL OF CONTRIBUTION\* : .....

# GAMAGARA LOCAL MUNICIPALITY



BID NOTICE: GM2024/05

## **APPLICATION FOR ADMISSION TO THE DATABASE OF ELECTRICAL PROFESSIONAL CONSULTANTS FOR A PERIOD OF THIRTY SIX MONTHS (RE-ADVERT)**

Bids are hereby invited for admission to the database of electrical professional consultants for a period of thirty six months

Bid documents containing specifications will be available on the e-tender portal: <http://www.etenders.gov.za/content/advertised-tenders> and on the Gamagara municipal website: [www.gamagara.gov.za](http://www.gamagara.gov.za)

A compulsory clarification meeting with representatives from the Employer will take place at the municipal offices of Gamagara Municipality (Gamagara hall Boardroom) in Kathu on Tuesday, **07 February 2024 at 10:00**. Only tenderers who attend the clarification meetings shall be eligible to submit tenders

Sealed bids clearly marked: "**BID NO: GM2024/05 APPLICATION FOR ADMISSION TO THE DATABASE OF ELECTRICAL PROFESSIONAL CONSULTANTS FOR A PERIOD OF THIRTY SIX MONTHS (RE-ADVERT)**" must be placed in the tender box situated in the foyer at Cnr Hendrik van Eck & Frikkie Meyer Roads, Kathu, 8446 on or before **01 March 2024 at 10:00** and will be opened directly thereafter in the old council chamber.

**The following conditions will apply:**

- Bids that are late or incomplete will not be considered, whilst the lowest or any bids may not necessarily be accepted.
- Bids per fax or E- mail will also not be considered.

Technical enquiries relating to this tender should be addressed to Mr M Estavao at Tel: +27 53 723 6000 e-mail: [estavaom@gamagara.gov.za](mailto:estavaom@gamagara.gov.za) and administrative enquiries should be forward to Josephine Nampa at Tel: +27 53 723 6000 email:[josephine@gamagara.gov.za](mailto:josephine@gamagara.gov.za).

Mr Lebogang Seetile  
Municipal Manager

# **GAMAGARA LOCAL MUNICIPALITY**



## **APPLICATION FOR ADMISSION TO THE DATABASE OF ELECTRICAL PROFESSIONAL CONSULTANTS FOR A PERIOD OF THIRTY SIX MONTHS (RE-ADVERT)**

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## **PART A: 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**

- 21 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.
- 22 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 23 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## 3 **General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in 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 fulfilment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated.

**17. Prices**

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

**18. Variation orders**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery

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

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

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

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without 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.

## **22 Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or

unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

### **23. Termination for default**

23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgement 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 wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be

liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

### **32. Taxes and duties**

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

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

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

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

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

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

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

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

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

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

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998. 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## **PART B: SPECIFICATIONS**

### **SECTION A: GENERAL INFORMATION**

All parts of each section of this form are to be completed in full. Please note that **incomplete or missing information will lead to disqualification.**

Please print in block letters. Where necessary use additional papers/sheets to furnish all details requested.

Give details as requested below for the **main office** located preferably within NORTHERN CAPE.

Company Name:	
Postal Address:	
Physical Address:	

C.K. No. (Company registration no.):	
Contact Person (relevant professional):	
Qualifications of the relevant Professional:	
Professional Registration No. of the Professional (provide proof):	
Office Telephone number:	
Office Fax number:	
E-Mail address:	
Cell-phone no. (of contact person):	

**For any other branches located within Northern Cape, please provide postal and physical address together with municipal account in the name of the company or lease agreement information as in the format above.**

#### **FURTHER INFORMATION ABOUT YOUR FIRM**

Date on which the firm was established:

.....  
Date office established in Northern Cape Province:

.....  
Type of Firm (tick)

Partnership	One Person Firm	Closed Corporation	Pty Limited
-------------	-----------------	--------------------	-------------

**Note:** preference will be given to companies registered with The Register of Companies.

Are the majority of shares in the firm held by South African Citizens?

Yes	No
-----	----

Does the firm carry Professional Indemnity Insurance? (Tick)

Yes	No
-----	----

If yes, value for any single claim (attach copy of PI insurance for proof)?

R.....

What has been the average annual turnover of the firm for the past two (2) years (excl. VAT)

R.....

How many projects completed as planned (on time) ..... (Information will be verified internally)

Tax Reference No: .....

VAT Registration Number (attach valid original clearance certificate):  
.....

**(USE EXTRA SHEETS IF NECESSARY)**

Mark the categories that your firm wishes to apply for placing on the panel.  
Please mark the relevant blocks in the table below with an X

CATEGORY	X	Years of Experience
<b>ELECTRICAL ENGINEERING</b>		
1. Electrification in Municipal & Eskom Licence Area		
2. Demand Side Management / Energy Efficiency		
3. Electrical Systems Master Plan		
4. Contract and Project/Construction management		
5. Electricity Service Connections and Meter Audits		
6. Electrical building designs and refurbishment		
7. Bulk Infrastructure (132/66/11KV Substations /lines) designs		
8. Small Scale Embedded Generation (SSEG) / Renewable Energies		

The category of expertise applied for above must be substantially supported with documentary proof as follows:

Furnish names, qualifications and expertise of the individuals in the company in the table below:

Names and Qualifications of Partners, Directors and Associates (only list Ones in this office)	Expertise	Total years of Experience	Years with Firm
Names and Qualifications of Registered Professional staff other than those Listed above. (Only list the ones In this office)	Expertise	Total Experience	Years with Firm

**Previous experience:**

Please provide the following information concerning the partners/directors, in the spaces provided below, and in a separate annexure attached to this form, giving complete details, including a CV, indicating for which of the categories applied for, they are responsible: The types of projects handled, stating the involvement in each project: (i.e. Design, leader, supervision, assisted in design, about 10% of total value, etc): the total value of the project and of the work directly involved with, and date completed . Similar information must also be provided, in abbreviated form, for other senior staff members in the categories applied for.

Names and qualifications of all professionals/ Directors/ Partners in the firm	Total experience	Years with firm

**Personnel:**

State the total number of employees involved with the categories applied for: (i.e. Engineers, Engineering technicians etc.)

Occupation	Number
<b>Electrical:</b>	
<b>Engineers / Technologists</b>	
<b>Technicians</b>	
<b>Tech. Assistants (Clerk of Works)</b>	
<b>Number of technical personnel</b>	
<b>Number of non-technical personnel</b>	
<b>Other (Please Specify)</b>	

**Ownership of the Firm (please provide copy of original certificate of share-holding with stamp from registrar of companies)**

Name	Position occupied in firm	Identity Number	Citizenship	Date of Ownership


**NOTE:** Where owners are themselves a company or partnership, identify the ownership of the holding firm.

**SECTION B: SPECIALISATION/EXPERTISE**

It is the intention of GLM to split the Consultants' Panel into various specialized fields for which the firm may claim expertise and experiences. When considering a firm for appointment to a project, only those registered in that category will be short-listed. The following Fields of Specialization are those, which are of interest to, and in use by GLM. Should you have specialized knowledge and expertise which, you feel, will be useful to GLM, you are welcome to draw our attention to this with an addendum to the application form. Minimums of 3 (three) past projects are to be listed with values and contact person or referee.

Please be advised that the references will be checked. The Principal with the necessary expertise must be in the employment of the firm/company.

**FIELDS OF SPECIALISATION**

**1. ELECTRICATIONS (LOW AND MEDIUM VOLTAGE PROJECTS):**

Clear and definite knowledge in low and medium voltage projects coupled with hands-on experience and proof of previous involvement is a necessity/requirement to claim this expertise.

PROJECT	VALUE (Mill)	CONTACT	PHONE	Start-end date	Completion date

Does this office claim this expertise? (Tick)

Yes	No
-----	----

If Yes, Give the name of the professional/s who claim this expertise?

.....

**2. DEMAND SIDE MANAGEMENT / ENERGY EFFICIENCY PROJECTS:**

Clear and definite knowledge in demand side management projects coupled with hands-on experience and proof of previous involvement is a necessity/requirement to claim this expertise.

PROJECT	VALUE (Mill)	CONTACT	PHONE

Does this office claim this expertise? (Tick)

Yes	No
-----	----

If Yes, Give the name of the professional/s who claim this expertise?

.....

**3. ELECTRICAL SYSTEMS MASTER PLAN**

Clear and definite knowledge in Electrical System Master Plan development projects coupled with hands-on experience and proof of previous involvement is a necessity/requirement to claim this expertise.

PROJECT	VALUE (Mill)	CONTACT	PHONE

Does this office claim this expertise? (Tick)

Yes	No
-----	----

If Yes, Give the name of the professional/s who claim this expertise?

.....

**4. CONTRACT AND PROJECT/CONSTRUCTION MANAGEMENT**

Clear and definite knowledge in Contract and Project/Construction Management projects coupled with hands-on experience and proof of previous involvement is a necessity/requirement to claim this expertise.

PROJECT	VALUE (Mill)	CONTACT	PHONE

Does this office claim this expertise? (Tick)

Yes	No
-----	----

If Yes, Give the name of the professional/s who claim this expertise?

.....

**5. ELECTRICITY SERVICE CONNECTIONS AND METER AUDIT**

Clear and definite knowledge in Electricity Service Connections and Meter Audit projects coupled with hands-on experience and proof of previous involvement is a necessity/requirement to claim this expertise.

PROJECT	VALUE (Mill)	CONTACT	PHONE

Does this office claim this expertise (Tick)

Yes	No
-----	----

If Yes, Give the name of the professional/s who claim this expertise?

.....

**6. ELECTRICAL BUILDING DESIGN AND REFURBISHMENT**

Clear and definite knowledge in Electrical Building Design and Refurbishment projects coupled with hands-on experience and proof of previous involvement is a necessity/requirement to claim this expertise.

PROJECT	VALUE (Mill)	CONTACT	PHONE

Does this office claim this expertise (Tick)

Yes	No
-----	----

If Yes, Give the name of the professional/s who claim this expertise?

.....

**7. BULK INFRASTRUCTURE (132/66/11KV SUBSTATIONS/LINES)**

Clear and definite knowledge in Bulk Infrastructure projects coupled with hands-on experience and proof of previous involvement is a necessity/requirement to claim this expertise.

PROJECT	VALUE (Mill)	CONTACT	PHONE

Does this office claim this expertise (Tick)

Yes	No
-----	----

If Yes, Give the name of the professional/s who claim this expertise?

.....

**8. SMALL SCALE EMBEDDED GENERATION (SSEG) / RENEWABLE ENERGY**

Clear and definite knowledge in Bulk Infrastructure projects coupled with hands-on experience and proof of previous involvement is a necessity/requirement to claim this expertise.

PROJECT	VALUE (Mill)	CONTACT	PHONE

--	--	--	--

Does this office claim this expertise (Tick)

Yes	No
-----	----

If Yes, Give the name of the professional/s who claim this expertise?

.....

**SECTION C: CURRICULUM VITAE**

In this section please insert the Curriculum Vitae of Partners, Directors, Associates and Registered Professional. These should include all those listed on page 2 of this document. Only one pro-forma CV page is attached. Please make as many copies as you will require.

**ABBREVIATED CURRICULUM VITAE**

Full Names:

.....

....

Position in Firm ..... ID

Number:.....

Permanent Residential

Address:.....

.....

South African Citizenship? (Tick)

Yes	No
-----	----

Languages in which proficient:

.....

Qualifications and dates  
obtained:.....

Institution from which qualification was obtained  
.....  
.....

Professional Registration Number and date:.

Registering  
body:.....

Discipline? (Tick)

Membership of professional  
institutions:.....

Electric	Structures	Specify for	
al		Other	

Specialization/Expertise.....

Brief descriptions (including costs) of projects in which the member has had personal  
involvement.

.....  
.....  
.....  
.....  
.....

NOTE: make more copies of this page for additional individuals

Note: When being considered for appointment, the Consultant may be required to  
Complete an Enquiry Form to confirm the contents of this application.

## DECLARATION

NAME OF FIRM:.....

FULL NAME OF SIGNATORY:.....

POSTAL ADDRESS: .....

.....  
PHYSICAL ADDRESS :.....

.....  
TELEPHONE:

.....  
CELL. NO: .....

FAX NO.:.....

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

**CRITERIA TO BE FOLLOWED IN THE SELECTION OF APPLICATIONS FOR ACCEPTANCE ON  
GAMAGARA MUNICIPALITY`S DATA-BASE:**

- Companies, firms, consultants, institutions must submit proof of registration with the South African Registrar of Companies.
- Firms must have a contact person with **relevant professional registration status** (i.e. Technician, Technologist or Engineer), specializing and experienced in electrical; mechanical or energy efficiency.
- Firms must have submitted proof of qualified personnel in relevant Engineering field
- Firms must have properly completed application forms.
- Firms must have submitted proof of ownership and shareholding
- Firms must have submitted Valid Original Tax Compliant pin.
- Firms must have submitted proof of Professional Indemnity Insurance.
- Firms must have submitted certified copy of BBBEE certificate
- Firm must have submitted proof of registration with Central Supplier Database (CSD).
- Firm must have submitted a municipal account on the company name or a lease agreement

**PART C: FORM OF TENDER**

To: The municipality  
Po Box 1001  
KATHU  
8446

Sir

In response to the official notice calling for the delivery of the services listed, I/we, the undersigned, carrying on a business under the name of:

\_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel nr: \_\_\_\_\_

Do hereby bid to supply the services in accordance with the General Conditions of Bid and the Specifications attached hereto except in so far as amended in our accompanying covering letter.

The undersigned agrees, that in terms of these documents this bid shall remain open for acceptance for a period of **3 (three)** months from the date on which bids are returnable and that notification of acceptance by the Municipal Manager shall constitute a binding contract with effect from the date of such notification. All payments will be in line with ECSA Guidelines and Disbursements will be approved by the Municipality otherwise it will not be paid.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

Signed by, or on behalf of the Bidder, in the presence of the undersigned witnesses.

WITNESSES:

1. \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE OF BIDDER**

2. \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE OF BIDDER**

## **PART D: SUMMARY OF ITEMS**

**BID NUMBER: GM2024/05**

### **SPECIAL CONDITIONS OF CONTRACT**

1. Consideration will only be given to consultants with a contact person specializing in the listed categories, and also with **relevant professional registration status**.
2. Only professional engineering technicians, technologists, engineers and quantity/consultancies are to submit the applications.
3. Companies, firms, consultants, institutions registered with the South African registrar of companies will be considered.
4. A relevantly registered professional will mean a person specializing in above listed categories.
5. A contact person for the firm must be a professionally registered person in the employment of the firm or company.
6. Preference shall be given to firms/companies with offices in Northern Cape.
7. All firms/companies that will be shortlisted will be verified purposes.
8. Audits may be conducted from time to time to verify the information submitted in the application forms. Any inconsistency, if not reported to Gamagara Local Municipality, will constitute false declaration, and thus lead to disqualification.
9. Only one application per firm/consultancy is to be submitted, and not for every branch/office.
10. Any changes in key technical personnel (due to resignations, transfers, replacements, etc.) should be reported to Gamagara Local Municipality in order to record the changes.
11. By completing and signing this application form, the applicant certifies the contents. **False declaration shall lead to disqualification.**
12. Consulting firms currently appointed on projects with the Municipality will complete their projects but must still apply to be placed on the new Data Base for future projects.
13. Payment will be in line with ECSA guidelines.
14. Disbursements will be negotiated with professional service provider when appointed on a specific project.

**BID NUMBER: GM2024/05**

**BID DESCRIPTION: APPLICATION FOR ADMISSION TO THE DATABASE OF ELECTRICAL PROFESSIONAL CONSULTANTS FOR A PERIOD OF THIRTY SIX MONTHS (RE-ADVERT).**

**BID SPECIFICATIONS**

Mark with X on your specialized area

	<b>ELECTRICAL ENGINEERING:</b>	
1	<b>Electrification in Municipal &amp; Eskom Licence Area</b>	
2	<b>Demand Side Management / Energy efficiency</b>	
3	<b>Electrical Systems Master Plan</b>	
4	<b>Contract and Project/Construction management</b>	
5	<b>Electricity Service Connections and Meter Audits</b>	
6	<b>Electrical building designs and refurbishment</b>	
7	<b>Bulk Infrastructure (132/66/11KV Substations /lines) designs</b>	
8	<b>Small Scale Embedded Generation (SSEG) / Renewable energy</b>	

1. The capacity of a firm or consultancy, in terms of technical personnel, skills and other resources will play a role in the allocation of work.
2. The following supporting documentation (certified copies), must accompany the application:
  - Copy of company/firm registration certificate (C.K certificate) with share-holders (proof of ownership) with stamp from Registrar of companies.
  - Original Tax complaint pin
  - Certified copy of professional certificate (for professional number).
  - Certified copy of professional indemnity insurance.
  - Abridged CVs of all technical personnel Etc.

**Failure to provide the above supporting documentation will lead to disqualification.**

## EVALUATION PROCESS AND CRITERIA

**BID. NO: GM2024/05**

The following evaluation process and criteria will be used to evaluate all bids submitted:

### 1. Administrative Compliance – Phase One

1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

#### 1.2 Critical Criteria:

The following critical criteria have been identified for this bid and any non compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:

- A valid original tax complaint pin being submitted.
- Company registration certificate submitted.
- Completed and signed Municipal Bidding document (MBD)
- J/V agreement submitted (Where applicable).
- Professional indemnity submitted
- CSD Registration

### 3. EVALUATION ON QUALITY / FUNCTIONALITY = 80

Bidder evaluation criteria for Functionality	Weight	Scores	Points allocations	Points claimed
<b>Profile of key staff</b> <ul style="list-style-type: none"> <li>• Qualification and PR registration of own staff and proof (all submitted certificates to have a certification of less than 3 months)</li> </ul>	10	- B Tech or BSC Electrical Engineering (5 points per person to maximum of 10)	5-10	_____
	12	- National Diploma Electrical Engineer (4 points per person to maximum of 12)	4-12	_____
	20	- PR accreditation 10 points per person to maximum of 20 for 2 people. (one should be PR Eng/Tech)	10-20	_____
<b>Individual Previous experience in applied category</b> <ul style="list-style-type: none"> <li>• Individual within the</li> </ul>	20	From 2 up to 3 years	5-max	

<b>Bidder evaluation criteria for Functionality</b>	<b>Weight</b>	<b>Scores</b>	<b>Points allocations</b>	<b>Points claimed</b>
organization with most years of experience post PR Eng/Tech registration (Attach CV with reference and PR certificate)		From 4 up to 6 years  From 7 years and above	10 max  20 max	_____
<b>Company's Previous experience in applied category</b> Number of completed projects (attached appointment letter with signed completion certificate per project)	20	2 to 3 completed projects  4 to 5 completed projects  6 and above completed projects	5-max  10 -max  20-max	_____
<b>Highest value</b> of a completed (within the past 10 years) electrical engineering single project of the company	20	Less than R2 Million  From R2 to R5 Million  From R6 to R10 Million	5 max  10 max  20 max	_____
<b>TOTAL POINTS</b>	80	Total Points claimed		_____

The bidder must obtain a minimum score of 49 for Functionality to be on the database of the municipality. Companies will be ranked per category according to final points allocated for functionality. Tenders who do not achieve the MINIMUM OF 49 OF POINTS ON OFFER FOR FUNCTIONALITY will be deemed as non-responsive and therefore rejected.

When required, bidders on the panel will be requested on a rotational basis to submit a request for proposal and / or request for quotation. Companies on the panel will be ranked per category according to final points allocated for Functionality & Preferential Procurement Policy scores

## **PART E: FORMS TO BE COMPLETED**

**DECLARATION OF INTEREST**

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

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

3.2. Identity Number: .....

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

.....

3.4. Company Registration Number: .....

3.5. Tax Reference Number:.....

3.6. VAT Registration Number: .....

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

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

3.8.1. If yes, furnish particulars. ....

.....

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

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

<sup>2</sup> Shareholder" means a person who owns shares in the company and is actively

involved in the management of the company or business and exercises control over the company.

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

3.9.1. If yes, furnish particulars.

**Section 3.9.1: Record of service of the state**

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

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

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

\* Insert separate page if necessary

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

3.10.1. If yes, furnish particulars.

.....  
.....

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

3.11.1. If yes, furnish particulars

.....  
.....

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

3.12.1. If yes, furnish particulars.

.....  
.....

3.13. Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

3.13.1.If yes, furnish particulars.

**Section 3.13.1: Record of spouses, children and parents in the service of the state**

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

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

\* Insert separate page if necessary

3.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

**YES / NO**

3.14.1. If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

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

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

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

3.2 Identity Number:  
.....

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

3.4 Company Registration Number:  
.....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:  
.....

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

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

3.8.1 If yes, furnish particulars. ....  
3.8.2

.....

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

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars

.....  
 .....

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

3.10.1 If yes, furnish particulars.

.....  
 .....

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

3.11.1 If yes, furnish particulars

.....  
 .....

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

3.12.1 If yes, furnish particulars.

.....  
 .....

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

3.13.1 If yes, furnish particulars.

.....  
 .....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or

business whether or not they are bidding for this contract.  
**YES / NO**

3.14.1 If yes, furnish particulars:

.....  
.....

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

Full Name	Identity Number	State Employee Number

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

## 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 invitations to tender:

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

1.2 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.3.1 The bid conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, to be attained.

1.3.2 Bids for *income-generating contracts* points will be allocated in terms of the following goals:

<b>Goals</b>	<b>80/20</b>	<b>90/10</b>
Locality	10	05
B-BBEE Status Level Contributor	10	05

1.3.3 Bids for *acquisition of goods and/or services*, a maximum of 20 or 10 points must be allocated for specific goals. The specific goals are as follows:

<b>Goals</b>	<b>80/20</b>	<b>90/10</b>
Locality	10	05
B-BBEE Status Level Contributor	10	05

1.3.4 For B-BBEE points the below table shall apply:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>	<b>Number of points (90/10 system)</b>
1	10	05
2	09	4.5
3	07	3.5
4	06	03
5	04	02
6	03	1.5
7	02	01
8	01	0.5
Non-compliant contributor	00	0.0

1.3.5 Bidder must submit proof of B-BBEE status level contributor certificate.

1.3.6 B-BBEE status level contributor certificate must be issued by SANAS or authorised person(s) or authorised body.

1.3.7 B-BBEE status level contributor certificate must be original or certified.

1.3.8 Other than the B-BBEE Status Level of Contributor certificate, the bidder must submit the original B-BBEE sworn affidavit.

1.3.9 Bidder failing to submit proof of B-BBEE status level of contributor or original sworn B-BBEE affidavit shall claim zero points for B-BBEE points.

1.3.10 Locality points shall be allocated as follows:

Locality	Number of Points for Locality 80/20	Number of Points for Locality 90/10
Within boundaries of Gamagara Local Municipality	10	05
Outside boundaries Gamagara Local Municipality, but within the boundaries of Northern Cape Province	05	2.5
Outside boundaries of the Northern Cape	0.00	0.00

- a. When the municipality invites and evaluates bids based on locality as a set preference goal, it must be stated as such on the invitation.
- b. Locality shall be deemed as all bidders operating and stationed within the boundaries of Gamagara Local Municipality
- c. Expanded term for locality shall be deemed for bidders operating and stationed outside of John Taolo Gaetsewe District but with the Northern Cape Province.
- d. Bidders shall provide proof of locality by submitting one or more of the following:
  - i. Municipal Account in the bidder's name.
  - ii. Proof of residence in the bidder's name.
  - iii. Bank statement with the bidder's address.
  - iv. Lease agreement indicating a local address, where the lessee is the bidder.
- e. The bidder must submit proof of locality to claim points for locality.
- f. Bidder failing to provide the proof of locality, shall claim zero points for locality.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>LOCALITY</b>	10
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

**2. DEFINITIONS**

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

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

**3.1. POINTS AWARDED FOR PRICE**

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
LOCALITY		10		
B-BBEE STATUS LEVEL OF CONTRIBUTOR		10		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

## **MBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

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

4.7.1	If so, Furnish Particulars:
-------	-----------------------------

**CERTIFICATION**

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

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidder

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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