



BELA-BELA LOCAL MUNICIPALITY

58 Chris Hani Drive, Bela- Bela, Limpopo

Private Bag x 1609, BELA-BELA 0480

Tel: 014 736 8000 Fax : 014 736 3288

Website: www.belabela.gov.za

OFFICE OF THE BUDGET & TREASURY

BID PROPOSAL:

TENDER NO: 9/3/1/407

PANEL OF THREE (3) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFF-LOADING OF ELECTRICAL MAINTENANCE MATERIALS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS

ADVERT DATE : 11 MARCH 2025

CLOSING DATE: 16 APRIL 2025

CLOSING TIME : 12H00

TECHNICAL ENQUIRIES	BIDDING RELATED ENQUIRIES
Contact Name: Mr. T Kotsokoane Telephone: (014) 736 8000 Email: kotsokoaneT@belabela.gov.za	Contact Name: Ms. K.J Makgobela Telephone: (014) 736 8082 Email: MakgobelaKJ@belabela.gov.za
Name of Bidder	
Contact Person for this Bid	
Postal Address	
Physical Address	
Telephone Numbers	
E-Mail Address	
CSD Number	
Price (Incl. VAT) (Form of Offer and Acceptance)	

CONTENTS

PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

i	Summary for Bid Opening Purposes	
ii	Very Important Notice of Disqualification	
iii	List of Returnable Documents	
1	Checklist	
2	Tender Notice and Invitation to Tender	
3	Authority to Sign a Bid	
4	General Conditions of Contract	
5	MBD 1 – Invitation to Bid	
6	MBD 2 – Tax Clearance Verification Pin	
7	MBD 4 – Declaration of Interest	
8	MBD 6.1 – Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022	
9	MBD 7.1 – Purchase of Goods/Services	
10	MBD 8 – Declaration of Bidder's Past Supply Chain Management Practices	
11	MBD 9 – Certificate of Independent Bid Determination	
12	Form 5 – Certificate of Payment of Municipal Services	

PART B – SPECIFICATIONS AND PRICING SCHEDULE

13	Specifications	
14	Price	
15	Declaration of Tenderer	
16	Form of Offer and Acceptance	
17	Attachments	

Bidder

Witness 1

Witness 2

1. FORM 1 - SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER

FAX NUMBER :

E-MAIL ADDRESS :

CONTRACT PRICE : R

CONTRACT PRICE : AMOUNT IN WORDS

.....

.....

.....

(Form of Offer and Acceptance) *

Signed by authorised representative of the Bidding Entity:

DATE:

- Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

Bidder

Witness 1

Witness 2

ii. VERY IMPORTANT NOTICE ON DISQUALIFICATION

A Bid not complying with the peremptory requirements stated hereunder will be regarded as being a not “**Acceptable Bid**” and as such will be rejected.

“**Acceptable Bid**” means any bid which, in all respects, complies with the conditions of Bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Policy Framework Act, revised Preferential Procurement Regulations and related legislations:

1. Submit bid in the correct bid box.
2. Submit bid before closing date and time.
3. All bids must be completed and submitted on the official forms provided by the municipality not to be re-typed or online and must remain valid for 90 days after closing date of tender submission.
4. Complete all Forms/Schedules in black ink. Do not use pencils or correction fluid to make corrections.
5. Make corrections, if necessary, only by placing a line across the words/numbers to be corrected and initial next to the amended text. Do not scratch out, write over rates, paint over rates, or use correction fluid.
6. Do not remove pages from the bid document. Do not take the document apart or remove any pages.
7. Ensure that witnesses sign where required.
8. Submit the applicable completed Authority for Signatory form included in the tender document and attach a certified copy or original of the members/ director's resolution.
9. Only the person authorised to do so may sign the bid offer.
10. Attach a copy of a signed Joint Venture agreement (if applicable)
11. Submit company registration documents. In the case of the Joint venture, such documents must be attached for all parties.
12. Submit certified copies of identity documents for the director (s) of the company.
13. Submit proof of the Tax Compliance Status (verification Pin) issued by the South African Revenue Services (SARS) or proof that necessary arrangements have been made to meet outstanding tax obligations. In the case of the Joint venture, such documents must be attached for all parties.
14. The Form of Offer must be completed and signed by the authorised signatory.
15. Submit proof of registration on the **Central Supplier Database (CSD)** of the National Treasury. In the case of the Joint venture, such documents must be attached for all parties.
16. Copies of municipal rates and taxes accounts of both company and director(s) not older than 3 months and not in arrears for more than 90 days from the date of tender closure.

A lease agreement may be submitted where applicable but must be accompanied

Bidder

Witness 1

Witness 2

by the municipal rates and taxes account of the leased property.

If the leased property municipal account is not attached , then a statement of account from the lessor must be submitted as evidence that the lessee has met their obligations.

If municipal rates and taxes submitted is not in the name of the company and/or any of the directors, an original written affidavit stating how the account relates to the said company and/or its directors or proof of residence must be submitted.

If the bidder is operating where municipal rates are not applicable, a copy of proof of residence from the traditional authority must be submitted (not older than (3) months before the closing date). In the case of the Joint venture, such documents must be attached for all parties.

a) Furthermore, the bid will be considered as not acceptable if:

17. The bidder attempts to influence or has in fact influenced the evaluation of the bid and/or the awarding of the contract.
18. The bidder during the last 5 years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
19. The bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
20. The bidder has abused the Bela-Bela LM's Supply Chain Management System.
21. The bidder and any of its directors are in arrears for more than ninety (90) days for any municipal rates and taxes owed to the Bela-Bela LM or any other Municipality.
22. Irrespective of the procurement process followed, no award may be given to a person-
 - a) Who is in the service of the state, or
 - b) 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; or
 - c) Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
23. The bidder may only submit a bid on the original documentation provided by the Bela-Bela LM.
24. The Bidder cannot submit more than one bid for the same project.
25. Bids containing any one or more of the following errors or omissions **will not be rejected**, provided that when the bid is awarded to such a bidder, the error or omission is corrected:
 - Failure to initial each page of the bid document.

Bidder

Witness 1

Witness 2

PLEASE NOTE:

- 1. Section 217 of the constitution of the Republic of South Africa requires an organ of state to contract for goods and services in accordance with a system which is fair, equitable, transparent, competitive and cost effective.**
- 2. The lowest bid / proposal will not necessarily be accepted, and the Municipality reserves the right to accept where applicable a part or portion of any bid or where possible accepts bids or proposals from multiple bidders.**
- 3 Municipal Supply Chain Management policy and Preferential Procurement Policy Framework Act No 5 of 2000 and its regulations will be applied.**
- 4. In this document and other documents referred to but not attached, the following words are synonymous with each other:**
 - a) Client, Employer, Bela-Bela Local Municipality**
 - b) Bidder, Contractor, Service Provider**
 - c) Bid and Tender and Variations Thereof**
 - d) Joint Venture / Consortium**

APPROVED BY:

Mr T.G RAMAGAGA
Municipal Manager
Bela-Bela Local Municipality

Bidder

Witness 1

Witness 2

iii. LIST OF RETURNABLE DOCUMENTS

Returnable documents to accompany the tender document.

- (a) Company registration document (CK). Where applicable, share Certificate and shareholding information (except for Sole Traders and Partnerships). In the case of the Joint venture, such documents must be attached for all parties.
- (b) Director's information and certified copies of Identity documents not older than 6 months. In the case of the Joint venture, such documents must be attached for all parties.
- (c) CSD full report of the National Treasury. In the case of the Joint venture, such documents must be attached for all parties.
- (d) Valid SARS Tax Clearance Verification Code/Pin on SARS letterhead. In the case of the Joint venture, such documents must be attached for all parties.
- (e) Certificate of Authority of signature in company's letter head. In the case of the Joint venture, such documents must be attached for all parties.
- (f) Copies of municipal rates and taxes accounts of both company and director(s) not older than 3 months and not in arrears for more than 90 days from the date of tender closure.
A lease agreement may be submitted where applicable but must be accompanied by the municipal rates and taxes account of the leased property.
If the leased property municipal account is not attached , then a statement of account from the lessor must be submitted as evidence that the lessee has met their obligations.
If municipal rates and taxes submitted is not in the name of the company and/or any of the directors, an original written affidavit stating how the account relates to the said company and/or its directors or proof of residence must be submitted.
If the bidder is operating where municipal rates are not applicable, a copy of proof of residence from the traditional authority must be submitted (not older than (3) months before the closing date).
In the case of the Joint venture, such documents must be attached for all parties.
- (g) Attach a copy of a signed Joint Venture agreement (if applicable).
- (h) MBD forms (to be completed on the tender document)
- (i) Form of offer and acceptance (to be completed on the tender document)

Bidder

Witness 1

Witness 2

PART A - ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

2. FORM 2 - CHECKLIST

Please ensure that the following forms have been completed and signed and that all documents, as requested, are attached to the tender document:

DOCUMENT	YES	NO
Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?		
MBD 1 – Invitation to Bid		
MBD 2 - Tax Clearance Verification Pin Copy of a valid Tax Clearance Verification Pin attached?		
MBD 4 (Declaration of Interest) Is the form duly completed and signed?		
MBD 6.1 – Preference Point Claim Form Is the form duly submitted as signed?		
MBD 8 (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?		
MBD 7.1 (Purchase of Goods/ Services) Is the form duly completed and signed?		
MBD 9 (Certificate of Independent Bid Determination) Is the form duly completed and signed?		
Form 5 (Certificate of Payment of Municipal Accounts) Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, and the company provided on the form as requested?		
Specifications Is the form duly completed and signed?		
Pricing Schedule Is the form duly completed and signed?		
Form of Offer and Acceptance Is the form duly completed and signed?		
GENERAL CONDITION OF CONTRACT Is the form duly completed and signed? Initials and signature bottom of the page		
Declaration of Tenderer Is the form duly completed and signed?		

TENDER NOTICE AND INVITATION TO TENDER



Office of the Municipal Manager
Bela Bela Local Municipality
58 Chris Hani Drive, Bela Bela
Private Bag X 1609, Bela Bela, 0480



INVITATION TO BID

Suitably qualified Service Providers are hereby invited to submit bids for the following:

Eligibly qualified Service Providers are hereby invited to submit bids for the following:						
TENDER NUMBER	DESCRIPTION	EVALUATION CRITERIA	PRICE PER DOCUMENT (Non-Refundable)	COMPULSORY BRIEFING SESSION	CONTACT PERSON	CLOSING DATE AND TIME
9/3/1/407	PANEL OF THREE (3) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFF-LOADING OF ELECTRICAL MAINTENANCE MATERIALS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS	80/20 • Price • Specific goals	R 450.00 or downloadable from e-tender portal	Not Applicable	Mr. T Kotsokoane Tel: 014 736 8000 e-mail: KotsokoaneT@belabela.gov.za	16 April 2024 at 12H00
Documents are available from: Records Offices 1st floor Room F58 59 Chris Hani Drive Bela-Bela, 0480		All Applications must be submitted at: Bela-Bela Local Municipality In the Tender Box placed at the Records Office Room F58 Chris Hani Drive Bela-Bela, 0480				
All Supply Chain Management (SCM) queries must be directed to: Ms. K.J Makgobela Tel: (014) 736 8082 e-mail: MakgobelaKJ@belabela.gov.za						

Bidder

Witness 1

Witness 2

Minimum Requirements:

- (a) Company registration document (CK). Where applicable, share Certificate and shareholding information (except for Sole Traders and Partnerships). In the case of the Joint venture, such documents must be attached for all parties.
- (b) Director's information and certified copies of Identity documents not older than 6 months. In the case of the Joint venture, such documents must be attached for all parties.
- (c) CSD report of the National Treasury. In the case of the Joint venture, such documents must be attached for all parties.
- (d) Valid SARS Tax Clearance Verification Code/Pin on SARS letterhead. In the case of the Joint venture, such documents must be attached for all parties.
- (e) Complete the Authority for Signatory form included in the tender document and attach a certified copy or original of the members/ director's resolution. In the case of the Joint venture, such documents must be attached for all parties.
- (f) Copies of municipal rates and taxes accounts of both company and director(s) not older than 3 months and not in arrears for more than 90 days from the date of tender closure.

A lease agreement may be submitted where applicable but must be accompanied by the municipal rates and taxes account of the leased property. If the leased property municipal account is not attached, then a statement of account from the lessor must be submitted as evidence that the lessee has met their obligations. If municipal rates and taxes submitted is not in the name of the company and/or any of the directors, an original written affidavit stating how the account relates to the said company and/or its directors or proof of residence must be submitted. If the bidder is operating where municipal rates are not applicable, a copy of proof of residence from the traditional authority must be submitted (not older than (3) months before the closing date). In the case of the Joint venture, such documents must be attached for all parties.

- (g) Attach a copy of a signed Joint Venture agreement (if applicable).
- (h) MBD forms (to be completed on the tender document)
- (i) Form of offer and acceptance (to be completed on the tender document)
- (j) Bids received will be evaluated in terms of the 80/20 Price/Specific goals as prescribed in the amended Preferential Procurement Policy Framework Act (No 5 of 2000).

The 20 specific goals will be allocated as indicated in the table below:

Category of persons	100% Youth owned = 5 points, more than or equal to 51% Youth owned = 3 points, less than 51% Youth owned = 1 point Maximum of 5 points
Gender	100% Women owned = 5 points, more than or equal to 51% Women owned = 3 points, less than 51 % Women owned = 1 point Maximum points of 5 points
Race	100% Black owned = 5 points, more than or equal to 51% Black owned = 3 points, less than 51% Black owned = 1 point, Maximum points of 5 points
Disability	100% people with Disability owned = 5 points, more or equal to than 51% people with Disability owned = 3 points, less than 51% people with Disability owned = 1 point Maximum points of 5 points

Failure to comply with the above-mentioned conditions may invalidate your Bid.

Please Note:

Bidder

Witness 1

Witness 2

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

Mr. TG RAMAGAGA
MUNICIPAL MANAGER

Notice Number: 34/25

Bidder

Witness 1

Witness 2

3. FORM 3 - AUTHORITY TO SIGN A BID

3.1. Sole Proprietor (Single Owner Business) and Natural Person

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

OR

3.1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

3.2. Companies and Close Corporations

3.2.1. If a Bidder is a Company, a certified copy or original copy of the resolution by the board of directors, duly signed, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

3.2.2. In the case of a Close Corporation (CC) submitting a bid, a resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			
Full name and surname of all Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a certified copy or original of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

Bidder

Witness 1

Witness 2

3.3. Partnership

We the undersigned partners in the business trading as _____ hereby authorize Mr/Mrs. _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and/or contract for and on behalf of the above-mentioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

3.4. Consortium

We the undersigned consortium partners, hereby authorize _____ (Name of entity) to act as lead consortium partner and further authorize Mr/Ms. _____ to sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member.

Full name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF CONSORTIUM		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

Bidder

Witness 1

Witness 2

4. FORM 4 - GENERAL CONDITIONS OF CONTRACT

4.1. DEFINITIONS

4.1.1	Closing Time	Means the date and hour specified in the bidding documents for the receipt of bids.
4.1.2	Chief Executive Officer	Means the Accounting Officer of the municipality or his/her duly authorised
4.1.3	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
4.1.4	Contract Price	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
4.1.5	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.
4.1.6	Countervailing duties	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
4.1.7	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.
4.1.8	Day	means calendar day.
4.1.9	Delivery	means delivery in compliance of the conditions of the contract or order.
4.1.10	Delivery ex stock	means immediate delivery directly from stock actually on hand
4.1.11	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 supplies are so delivered and a valid receipt is obtained.
4.1.12	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.
4.1.13	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.
4.1.14	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.
4.1.15	GCC	Means the General Conditions of Contract
4.1.16	Goods	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
4.1.17	Imported Content	means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

Bidder

Witness 1

Witness 2

4.1.18	Letter of Acceptance	Means the written communication by the organisation to the contractor recording the acceptance by the Municipality recording the acceptance of the contractor's tender subject to the further terms and conditions to be itemized in the contract.
4.1.19	Local Content	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
4.1.20	Manufacture	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
4.1.21	Order	means an official written order issued for the supply of goods or works or the rendering of a service.
4.1.22	Project Site	where applicable, means the place indicated in bidding documents.
4.1.23	Purchaser	means the organization purchasing the goods.
4.1.24	Republic	Means the Republic of South Africa
4.1.25	SCC	Means the Special Conditions of Contract
4.1.26	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.
4.1.27	Signature Date	Means the date of the letter or acceptance
4.1.28	Tender	Means an offer to supply goods/services to the organisation at a price
4.1.29	Tenderer	Means any person or body corporate offering to supply goods/services to the organisation
4.1.30	Written or In Writing	means handwritten in ink or any form of electronic or mechanical writing.

4.2. APPLICATION

4.2.1	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 in the bidding documents.
4.2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
4.2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

4.3. GENERAL

4.3.1	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.
4.3.2	Invitations to bid are usually published in locally distributed news media and in the institution's website.

4.4. STANDARDS

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

Witness 1

Witness 2

4.5 USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

4.5.1	The provider 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 provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
5.5.2	The provider 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.
4.5.3	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 provider's performance under the contract if so required by the purchaser.
4.5.4	The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

4.6. PATENT RIGHTS

4.6.1	The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
4.6.2	When a provider developed documentation/projects the intellectual, copy and patent rights or ownership or such documents or projects will vest in the Municipality

4.7. PERFORMANCE SECURITY

4.7.1	Within thirty (30) days of receipt of the notification of contract award, the success bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
4.7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.
4.7.3	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.
4.7.4	The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

4.8. INSPECTIONS, TESTS AND ANALYSES

4.8.1	All pre-bidding testing will be for the account of the bidder.
4.8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
4.8.3	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.
4.8.4	If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

Bidder

Witness 1

Witness 2

4.8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
4.8.6	Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
4.8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
4.8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

4.9. PACKAGING

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

4.10. DELIVERY AND DOCUMENTS

4.10.1	Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.
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4.11. INSURANCE

4.11.1	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.
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4.12. TRANSPORTATION

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

Witness 1

Witness 2

4.13. INCIDENTAL SERVICES

4.13.1	The provider 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 provider of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
4.13.2	Prices charged by the provider 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 provider for similar services.

4.14. SPARE PARTS

4.14.1	As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider: (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider 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.
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4.15. WARRANTY

4.15.1	The provider 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 provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
4.15.2	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.
4.15.3	The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
4.15.4	Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
4.15.5	If the provider, 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 provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

4.16. PAYMENT

4.16.1	The method and conditions of payment to be made to the provider under this contract shall be specified
4.16.2	The provider 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.
4.16.3	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 provider.
4.16.4	Payment will be made in Rand unless otherwise stipulated.

Bidder

Witness 1

Witness 2

4.17. PRICES

4.17.1	Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider 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.
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4.18. INCREASE / DECREASE OF QUANTITIES

4.18.1	In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised 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.
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4.19. CONTRACT AMENDMENTS

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

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

4.21.1	The provider 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 provider from any liability or obligation under the contract.
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4.22. DELAYS IN THE PROVIDER'S PERFORMANCE

4.22.1	Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract
4.22.2	If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.
4.22.3	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
4.22.4	Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
4.22.5	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider'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 provider.

Bidder

Witness 1

Witness 2

4.23. PENALTIES

4.23.1	Subject to GCC Clause 25, if the provider 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 good 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.
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4.24. TERMINATION FOR DEFAULT

4.24.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part: (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
4.24.2	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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

4.25. ANTI-DUMPING AND COUNTER-VAILING DUTIES AND RIGHTS

4.25.1	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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
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4.26. FORCE MAJEURE

4.26.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.
4.26.2	If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

4.27. TERMINATION FOR INSOLVENCY

4.27.1	The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,
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Bidder

Witness 1

Witness 2

4.28. SETTLEMENT OF DISPUTES

4.28.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.
4.28.2	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 provider 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.
4.28.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
4.28.4	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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract

4.29. LIMITATION OF LIABILITY

4.29.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and (b) the aggregate liability of the provider 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.
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4.30. GOVERNING LANGUAGE

4.30.1	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.
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4.31. APPLICABLE LAW

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

4.32.1	Every written acceptance of a bid shall be posted to the provider 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.
4.32.2	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.

4.33. TAXES AND DUTIES

4.33.1	A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
4.33.2	A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
4.33.3	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 bidders are in order.

Bidder

Witness 1

Witness 2

4.34. TRANSFER OF CONTRACTS

4.34.1	The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.
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4.35. AMENDMENT OF CONTRACTS

4.35.1	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
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Bidder

Witness 1

Witness 2

5. MBD 1 – INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BELA-BELA LOCAL MUNICIPALITY					
BID NUMBER:	9/3/1/407	CLOSING DATE:	16 APRIL 2025	CLOSING TIME:	12H00
DESCRIPTION	PANEL OF THREE (3) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFF-LOADING OF ELECTRICAL MAINTENANCE MATERIALS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

1st floor Room F58
59 Chris Hani Drive
Bela-Bela
0480

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:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	Mr. T Kotsokoane
CONTACT PERSON	Ms. K.J Makgobela	TELEPHONE NUMBER	014 736 8000
TELEPHONE NUMBER	014 736 8082	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	kotsokoanet@belabela.gov.za
E-MAIL ADDRESS	MakgobelaKJ@belabela.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

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 BY THE MUNICIPALITY (NOT TO BE RE-TYPED) OR ONLINE
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS 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:

Bidder

Witness 1

Witness 2

6. MBD 2 - TAX CLEARANCE VERIFICATION PIN REQUIREMENTS

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

- 2.1 In order to meet this requirement bidders are required to complete in full form TCC 001 "Application for a Tax Clearance verification Pin" and submit it to any SARS branch office nationally.
- 2.2 SARS will then furnish the bidder with a Tax Clearance Verification Pin that will be valid for a period of 1 (one) year from the date of approval.
- 2.3 The original Tax Clearance Verification Pin must be submitted together with the bid. Failure to submit the original Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 2.4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 2.5 Copies of the TCC001 "Application for a Tax Clearance Verification Pin" form are available from any SARS branch office nationally or on the website www.sars.gov.za
- 2.6 Applications for the Tax Clearance Verification Pin may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

Bidder

Witness 1

Witness 2

7. 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.

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

3.2. Identity Number:

3.3. Position occupied in the Company (director, trustee, shareholder²):.....

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.

.....

¹MSCM 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.

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.

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.

.....

.....

Bidder

Witness 1

Witness 2

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

Bidder

Witness 1

Witness 2

8. MBD 6.1 PREFERENCE POINTS CLAIM PROCUREMENT REGULATIONS 2022 – PURCHASES / SERVICES (80/20)

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**

The applicable preference point system for this tender is the **80/20** preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

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

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).

Bidder

Witness 1

Witness 2

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = 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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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.

Bidder

Witness 1

Witness 2

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed. (80/20 system) (To be completed by the tenderer)	Means of Verification
100% Youth owned = 5 points, More than or equal to 51% Youth owned = 3 points, Less than 51% Youth shareholding = 1 point Maximum of 5 points	5		Copy of Central Suppliers Database full report
100% Women owned = 5 points, More than or equal to 51% Women owned = 3 points, Less than 51% Women owned = 1 point Maximum of 5 points	5		Copy of Central Suppliers Database full report
100% Black owned = 5 points, More than or equal to 51% Black owned = 3 points, Less than 51% Black owned = 1 point, Maximum of 5 points	5		Copy of Central Suppliers Database full report
100% people with Disability owned = 5 points, More than or equal to 51% people with Disability owned = 3 points, Less than 51% people with Disability owned = 1 point Maximum of 5 points	5		Certified copy of Doctor's Certificate with medical practice number

Suppliers are required to submit the documents listed in means of verification as per above table for points allocation during preference point system evaluation.

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]

Bidder

Witness 1

Witness 2

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

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

	 SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

Bidder

Witness 1

Witness 2

9. MBD 7.1 – PURCHASE OF GOODS/SERVICES

PURCHASE OF GOODS/SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4.
5. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorized to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

Bidder

Witness 1

Witness 2

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1

2

DATE:

Bidder

Witness 1

Witness 2

10. 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:

- abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- been convicted for fraud or corruption during the past five years;
- willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- 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.

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
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)? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	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:		

Bidder

Witness 1

Witness 2

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:		
5. 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

Bidder

Witness 1

Witness 2

11. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids² 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).³ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

² Includes price quotations, advertised competitive bids, limited bids and proposals.

³ 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.

Bidder

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

BELA-BELA LOCAL MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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 consortium⁴ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

⁴ 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.

Bidder

Witness 1

Witness 2

12. FORM 5 – Certificate for Payment of Municipal Services

NAME OF THE BIDDER: _____

FURTHER DETAILS OF THE BIDDER'S; Director (s) / Shareholder (s) / Partners and the Company:

Director/ Shareholder/Partner	Physical address of business	Municipal account Number/s of business	Physical Residential Address of the Director/Shareholder/ Partner	Municipal account Number/s of the Director/ Shareholder/Partner

NB: Please attach certified copy (ies) of ID document(s)

I, _____,

(Full name in block letters) the undersigned, declare that the Bidder and any of its director(s)/ members(s) does not owe the municipality or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges .

I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

THUS DONE AND SIGNED for and on behalf of the Bidder, at _____, on the _____
_____ day of _____ 20_____.

Bidder

Witness 1

Witness 2

PART B – SPECIFICATIONS AND PRICING SCHEDULE

13. SPECIFICATIONS

13.1. BACKGROUND

- a) The Municipality intends to call for bids in respect of panel of three (3) service providers for supply, delivery and off-loading of electrical maintenance materials as and when required for a period of thirty-six (36) months.
- b) The purpose of the bid is to appoint a panel of three (3) service providers for supply, delivery and off-loading of electrical maintenance materials as and when required for a period of thirty-six (36) months for Bela-Bela Local Municipality.

13.2. CONTRACT TERM

The duration of the contract is for a period of thirty-six (36) months. The successful bidders will be further required to sign a Service Level Agreement with Bela-Bela Local Municipality.

13.3. SPECIFICATION (SCOPE OF WORK)

The work to be carried out by the Service Providers includes but not limited to the supply and delivery of materials according to the following specifications:

ITEM NO	DESCRIPTION
1	2.5mm house wire black
2	2.5mm house wire red
3	2.5mm house wire green/yellow
4	2.5 mm2 Illumination Cable
5	10mm SNE AIRDAC CABLE Copper
6	10mm SNE AIRDAC CABLE Tinned copper clad
7	16 mmX4 SWA Cable
8	25 mmX4 SWA Cable
9	35 mmX4 SWA Cable
10	50 mmX4 SWA Cable
11	70 mmX4 SWA Cable
12	95 mmX4 SWA Cable
13	70mm X 3 11KV XLPE CABLE
14	95mm X 3 11KV XLPE CABLE
15	120mm X 3 11KV XLPE CABLE
16	70mmX4 22KV XLPE CABLE
17	95mm X4 22KV XLPE CABLE
18	120mmX4 22KV XLPE CABLE
19	12kV PILC/XLPE 3 core Indoor 50-120 heat shrink termination kit
20	12kV PILC/XLPE 3 core Indoor 95-185 heat shrink termination kit
21	12kV PILC/XLPE 3 core Indoor 185-300 heat shrink termination kit
Bidder	Witness 1
	Witness 2

22	24kV PILC/XLPE 3 core Indoor 50-120 heat shrink termination kit
23	24kV PILC/XLPE 3 core Indoor 95-185 heat shrink termination kit
24	24kV PILC/XLPE 3 core Indoor 185-300 heat shrink termination kit
25	12kV PILC/XLPE 3 core outdoor 50-120 heat shrink termination kit
26	12kV PILC/XLPE 3 core outdoor 95-185 heat shrink termination kit
27	12kV PILC/XLPE 3 core outdoor 185-300 heat shrink termination kit
28	24kV PILC/XLPE 3 core outdoor 50-120 heat shrink termination kit
29	24kV PILC/XLPE 3 core outdoor 95-185 heat shrink termination kit
30	24kV PILC/XLPE 3 core outdoor 185-300 heat shrink termination kit
31	11kV Joint XLPE PILC PICAS Cable 3 Core 95-185sqmm
32	11kV PILC Heat Shrink Cable Joint 3 Core 185-300qmm
33	22kV Joint XLPE PILC PICAS Cable 3 Core 95-185sqmm
34	22kV PILC Heat Shrink Cable Joint 3 Core 185-300qmm
35	JO JOINT
36	JI JOINT
37	J2 JOINT
38	J3 JOINT
39	J4 JOINT
40	J5 JOINT
41	70W street light Globe
42	125W street light Globe
43	250W street light Globe
44	30W LED streetlight fitting
45	56W LED streetlight fitting
46	108W LED streetlight fitting
47	400W LED Street light fitting
48	750W LED Street light fitting 112500lm
49	SWA cable gland No 0 With PVC Shroud
50	SWA cable gland No 1 With PVC Shroud
51	SWA cable gland No 2 With PVC Shroud
52	SWA cable gland No 3 With PVC Shroud
53	SWA cable gland No 4 With PVC Shroud
54	SWA cable gland No 5 With PVC Shroud
55	SWA cable gland No 6 With PVC Shroud
56	SWA cable gland No 7 With PVC Shroud
57	SWA cable gland No 8 With PVC Shroud
58	SCOTCH Tape 23
59	SCOTCH TAPE 24
60	Butyl Tape
61	Heat shrink for air dac
62	Insulation flame retardant 18mm x 20m Black
63	Insulation flame retardant 18mm x 20m Blue
64	Insulation flame retardant 18mm x 20m Red
65	Insulation flame retardant 18mm x 20m Yellow

Bidder

Witness 1

Witness 2

66	LUGS 10X6MM
67	LUGS 16X10MM
68	LUGS 25X8MM
69	LUGS 25X10MM
70	LUGS 35X8MM
71	LUGS 35X10MM
72	LUGS 35X12MM
73	LUGS 35X12mm
74	LUGS 50X08MM
75	LUGS 50X10MM
76	LUGS 50X12MM
77	LUGS 50X16mm
78	LUGS 95X10MM
79	LUGS 95X12MM
80	LUGS 95X16mm
81	LUGS 120X12MM
82	LUGS 120X16MM
83	LUGS 150X10MM
84	LUGS 150X12MM
85	LUGS 150X16MM
86	LUGS 185X12MM
87	LUGS 185X16MM
88	FERRULE 2.5MM
89	FERRULE 4MM
90	FERRULE 6MM
91	FERRULE 10MM
92	FERRULE 16MM
93	FERRULE 25MM
94	FERRULE 35MM
95	FERRULE 50MM
96	FERRULE 70MM
97	FERRULE 95MM
98	FERRULE 120MM
99	FERRULE 185MM
100	FERRULE 300MM
101	PRE INSULATED JOINT FERRULE MJPT95 GREY
102	FUSE LINK 5A K TYPE 22kV
103	FUSE LINKS 10A K TYPE 22kV
104	FUSE LINKS 15A K TYPE 22kV
105	FUSE LINKS 20A K TYPE 22kV
106	FUSE LINKS 25A K TYPE 22kV
107	FUSE LINKS 30A K TYPE 22kV
108	FUSE LINKS 50A K TYPE 22kV
109	FUSE LINKS 60A K TYPE 22kV

Bidder

Witness 1

Witness 2

110	FUSE LINKS 80A K TYPE 22kV
111	FUSE LINK 5A K TYPE 11kV
112	FUSE LINKS 10A K TYPE 11kV
113	FUSE LINKS 15A K TYPE 11kV
114	FUSE LINKS 20A K TYPE 11kV
115	FUSE LINKS 25A K TYPE 11kV
116	FUSE LINKS 30A K TYPE 11kV
117	FUSE LINKS 50A K TYPE 11kV
118	FUSE LINKS 60A K TYPE 11kV
119	FUSE LINKS 80A K TYPE 11kV
120	LV STRAIN CLAMP BLACK PA 1500
121	LV STRAIN CLAMP BLUE PA 1500
122	LV SUSPENSION CLAMP BLUE
123	LV SUSPENSION CLAMP BLACK
124	TRANSFORMER PLATFORM- STEEL 6m
125	PG CLAMPS EBM 12/2X
126	PG CLAMPS EBM 12/3X
127	PG CLAMPS EBM 6/2X
128	PG CLAMPS EBM 6/3X
129	PG CLAMPS EBM 0
130	PG CLAMPS EBM 2
131	PG CLAMPS EBM 4
132	PG CLAMPS EBM 6
133	PG CLAMPS EBM 8
134	EYE NUTS M16
135	EYE BOLTS M16
136	Threaded rod 450mm M16
137	Threaded rod 450mm M16
138	Shield Anchor Raw bolt M10 x75mm (5/bag)
139	Shield Anchor Raw bolt M12 x75mm (5/bag)
140	POLE BOX 2-Way
141	POLE BOX 4-Way
142	POLE BOX 8-Way
143	3CR12 Stainless steel marshalling kiosk enclosure 1200mm x 1050mm
144	ED Base Unit
145	ECU Meter Box 330 x 325 161 (PPS-3)
146	FISHER PLUGS 6mm x 75mm
147	FISHER PLUGS 8mm x 75mm
148	FISHER PLUGS 12mm x 75mm
149	Earth Leakage CBI 2 pole
150	Earth Leakage CBI 4 pole
151	Mini Rail Circuit Breaker 1 Pole 3kA - 10A CBI
152	Mini Rail Circuit Breaker 1 Pole 3kA - 20A CBI
153	Mini Rail Circuit Breaker 1 Pole 3kA - 40A CBI

Bidder

Witness 1

Witness 2

154	Mini Rail Circuit Breaker 1 Pole 3kA - 60/63A CBI
155	Mini Rail Circuit Breaker 1 Pole 3kA - 80A CBI
156	Mini Rail Circuit Breaker 3 Pole 3kA - 63A CBI
157	Mini Rail Circuit Breaker 3 Pole 3kA - 80A CBI
158	Mini Rail Circuit Breaker 3 Pole 3kA - 100A CBI
159	MOULDED CASE CIRCUIT BREAKERS 150A 3pole 20Ka
160	MOULDED CASE CIRCUIT BREAKERS 225A 3pole 20Ka
161	MOULDED CASE CIRCUIT BREAKERS 250A 3pole 20Ka
162	MOULDED CASE CIRCUIT BREAKERS 300A 3pole 20Ka
163	MOULDED CASE CIRCUIT BREAKERS 400A 3pole 20Ka
164	MOULDED CASE CIRCUIT BREAKERS 500A 3pole 20Ka
165	MOULDED CASE CIRCUIT BREAKERS 600A 3pole 20Ka
166	MOULDED CASE CIRCUIT BREAKERS 800A 3pole 20/25Ka
167	DAYLIGHT SWITCHES 25A
168	Geyser timer 30A, 7 day Cycle,, 20 Programmes
169	CONTACTORS 240V 32A
170	CONTACTORS 400V 32A
171	10M DM RAIL
172	10M SAMITE RAILS
173	WOODEN POLES 11m 160-180mm Treated
174	WOODEN POLES 11m 180-200mm Treated
175	WOODEN POLES 12m 160-180mm Treated
176	WOODEN POLES 12m 180-200mm Treated
177	WOODEN POLES 13 180-200mm Treated
178	Galvanized steel pole 120mm x 6m
179	Streetlight pole Concrete 9.2 type side entry
180	Streetlight pole galvanised steel 9.2m
181	Streetlight pole galvanised steel 7.2m
182	PIGTAIL M20
183	Strapping 304 S/S 12.7mm x 30m - Stainless Steel
184	Stainless Steel buckles 19mm 304heavy duty x 100
185	22kV Long rod
186	11kV Line post insulator (Brown) 432mm creepage
187	22kV Line post insulator (Brown) 432mm creepage
188	11kV Surge Arrestor Silicone Rubber
189	22kV Surge Arrestor Silicone Rubber
190	Neutral Surge arrestor Silicone Rubber
191	22kV Silicone Cut-out
192	Cut out solid link 200A rating 11kV
193	Cut out solid link 200A rating 22kV
194	Porcelain Cut Out 22kV
195	Single phase Bundle allu 25mm
196	Aerial Bundle Conductor (ABC) 25mm ²
197	Aerial Bundle Conductor (ABC) 35mm ²

Bidder

Witness 1

Witness 2

198	Aerial Bundle Conductor (ABC) 70mm ²
199	Aerial Bundle Conductor (ABC) 95mm ²
200	END CAP 35-70mm SQ ABC
201	IPC Line
202	IPC Neutral
203	Earths Rod M12 1.8m
204	Earths Rod M12 2.4m
205	JOINT, NON-TEN AL HARE
206	JOINT, NON-TEN AL MINK
207	JOINT, NON-TEN AL FOX
208	T- JOINT, NON-TEN AL HARE
209	T-JOINT, NON-TEN AL MINK
210	T- JOINT, NON-TEN AL FOX
211	12V, 7,2A Battery
212	TAP CONNECTOR, T-OFF AL FOX
213	TAP CONNECTOR, T-OFF AL HAR
214	TAP CONNECTOR, T-OFF AL MNK
215	Finr Organic Electrical Cleaner FO128
216	12kV OEFMA 25A 63x254mm (short)
217	12kV OEFMA 31.5 A 63x254mm (short)
218	12kV OEFMA 25A (long)
219	12kV OEFMA 31.5 A (Long)
220	Cable Tie 100mm x 2.5mm x 100
221	Cable Tie 150mm x 3.6mm x 100
222	Cable Tie 200mm x 3.6mm x 100
223	Cable Tie 200mm x 4.8mm x 100
224	Cable Tie 300mm x 4.8mm x 100
225	Cable Tie 350mm x 4.8mm x 100
226	Cable Tie 400mm x 4.8mm x 100
227	Distilled Battery Water 20liter
228	Avocado Green Paint 20l
229	Danger Tape (Red & White) 75mm x 75mm x 500m
230	Filla Foam 500ml

NB: All the materials must be SABS Approved.

Bidder

Witness 1

Witness 2

13.4 SELECTION CRITERIA

The following criteria in conjunction with accepted procurement criteria will be applied during the evaluation of the proposals to the Bela-Bela Local Municipality:

- a) The strength of the company's ability to complete the job successfully.
- b) The strength of the creative material in meeting the objectives;
- c) The ability to deliver within the time frame set;
- d) Must support proudly South African campaign in its procurement of goods and services

13.5 EVALUATION CRITERIA

The evaluation will be conducted on the basis of compulsory compliance requirements as indicated above. The responsive bidders will be further evaluated on functionality. The preferential point scoring will be conducted only for bidders who scored more than 70 on functionality.

FUNCTIONALITY

Functionality	
Company Experience	60 points
Equipment	40 points
Total	100 points

NB! The minimum cut off points for functionality is 70 points out of 100 points and any bidder scoring less than 70 points will not be considered.

If two or more bidders are equal in points, the following criteria to break the deadlock will be applied as per Section 8 of PPPFA Preferential Procurement Regulations;

ASPECT	TARGETED GOALS	WEIGHT	
Company Experience	The Bidder must submit proof of electrical supply and delivery related purchase orders and delivery notes (60 points) :	60	
	The points for company experience will be allocated as follows:		60
	❖ 3 or more electrical supply and delivery related purchase orders and delivery notes for over R600 000.00 (60 points)		
	❖ 2 electrical supply and delivery related purchase orders and delivery notes for over R500 000.00 (40 points)		
	❖ 1 electrical supply and delivery related purchase orders and delivery notes for over R400 000.00 (20 points)		
	❖ No electrical supply and delivery related purchase orders and delivery notes for over (0 points)		
	TOTAL	60	

Bidder

Witness 1

Witness 2

	(Attach copies of purchase orders for electrical supply and delivery related orders and delivery notes)									
Equipment	The Bidder must attach proof of ownership of equipment required to execute the contract (40 points): <table><tr><td>❖ 12 Ton Crane Truck (20 points)</td><td rowspan="3">40</td></tr><tr><td>❖ LDV (10 points)</td></tr><tr><td>❖ 4 Ton Crane Truck (10 points)</td></tr><tr><td>❖ No information attached (0 points)</td><td></td></tr><tr><td>TOTAL</td><td>40</td></tr></table> (Attach proof of ownership – Valid Certified Copy of Motor vehicle licence and Licence disc (MVL1). In case of lease, attach letter of intent, Valid Certified Copy of Motor vehicle licence and Licence disk (MVL1) Licence disc documents of the lessor)	❖ 12 Ton Crane Truck (20 points)	40	❖ LDV (10 points)	❖ 4 Ton Crane Truck (10 points)	❖ No information attached (0 points)		TOTAL	40	40
❖ 12 Ton Crane Truck (20 points)	40									
❖ LDV (10 points)										
❖ 4 Ton Crane Truck (10 points)										
❖ No information attached (0 points)										
TOTAL	40									
Total		100								

Preferential Point Scoring

The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value equal to or below 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).

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

POINTS FOR THIS BID SHALL BE AWARDED FOR:

Description	Points
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

POINTS AWARDED FOR PRICE

A maximum of 80 points is allocated for price on the basis of formula:

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

The specific goals allocated points in terms of this tender	Points	Means of Verification
---	--------	-----------------------

Bidder

Witness 1

Witness 2

100% Youth owned = 5 points, More than or equal to 51% Youth owned = 3 points, Less than 51% Youth shareholding = 1 point Maximum of 5 points	5	Copy of Central Suppliers Database full report
100% Women owned = 5 points, More than or equal to 51% Women owned = 3 points, Less than 51% Women owned = 1 point Maximum of 5 points	5	Copy of Central Suppliers Database full report
100% Black owned = 5 points, More than or equal to 51% Black owned = 3 points, Less than 51% Black owned = 1 point, Maximum of 5 points	5	Copy of Central Suppliers Database full report
100% people with Disability owned = 5 points, More than or equal to 51% people with Disability owned = 3 points, Less than 51% people with Disability owned = 1 point Maximum of 5 points	5	Certified copy of Doctor's Certificate with medical practice number
Total points for Specific Goals	20	

NB: The first three (3) service providers that scores the highest number of points on 80/20 preferential point system will be considered for appointment.

13.6. REQUIRED BIDDER PROFILE

A company profile should be submitted, while interested parties should also indicate in their proposals their expertise and capacity to undertake the project in question. Previous experience reference list with recent contacts telephone numbers must be attached.

13.7. REFEREES

The proposal should include a client reference list with contact details and a brief description of projects successfully completed with clear indication of project awarded amounts, time frame and description of the relevant project. Similar references of other district and local municipalities or provincial governments will be an added advantage.

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

Bidder

Witness 1

Witness 2

14. FORM 7 - PRICING

14.1 PRICING INSTRUCTIONS

- 14.1.1 The price to be inserted in Total Bid Price must be the full inclusive price to the Municipality for the work described under the Specifications (Scope of Work).
- 14.1.2 The price for supply, delivery and off-loading of electrical maintenance materials shall cover all costs, expenses and profit that may be required in and for the execution of each item on the bill of quantities.
- 14.1.3 Standard price schedule for all the items will be provided by the Municipality..

14.2 PRICING

Bidder

Witness 1

Witness 2

14.2.1 SUMMARY

PANEL OF THREE (3) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFF-LOADING OF ELECTRICAL MAINTENANCE MATERIALS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS

ITEM NO	DESCRIPTION	UNIT	Quantity (A) (for evaluation purposes)	Year 1 Rate (B)	Year 2 Rate (C)	Year 3 Rate (D)	Total (R= B + C + D)
1	2.5mm house wire black	p/m	1				
2	2.5mm house wire red	p/m	1				
3	2.5mm house wire green/yellow	p/m	1				
4	2.5 mm2 Illumination Cable	p/m	1				
5	10mm SNE AIRDAC CABLE Copper	p/m	1				
6	10mm SNE AIRDAC CABLE Tinned copper clad	p/m	1				
7	16 mmX4 SWA Cable	p/m	1				
8	25 mmX4 SWA Cable	p/m	1				
9	35 mmX4 SWA Cable	p/m	1				
10	50 mmX4 SWA Cable	p/m	1				
11	70 mmX4 SWA Cable	p/m	1				
12	95 mmX4 SWA Cable	p/m	1				
13	70mm X 3 11KV XLPE CABLE	p/m	1				
14	95mm X 3 11KV XLPE CABLE	p/m	1				
15	120mm X 3 11KV XLPE CABLE	p/m	1				
16	70mmX4 22KV XLPE CABLE	p/m	1				

Bidder

Witness 1

Witness 2

17	95mm X4 22KV XLPE CABLE	p/m	1				
18	120mmX4 22KV XLPE CABLE	p/m	1				
19	12kV PILC/XLPE 3 core Indoor 50-120 heat shrink termination kit	Each	1				
20	12kV PILC/XLPE 3 core Indoor 95-185 heat shrink termination kit	Each	1				
21	12kV PILC/XLPE 3 core Indoor 185-300 heat shrink termination kit	Each	1				
22	24kV PILC/XLPE 3 core Indoor 50-120 heat shrink termination kit	Each	1				
23	24kV PILC/XLPE 3 core Indoor 95-185 heat shrink termination kit	Each	1				
24	24kV PILC/XLPE 3 core Indoor 185-300 heat shrink termination kit	Each	1				
25	12kV PILC/XLPE 3 core outdoor 50-120 heat shrink termination kit	Each	1				
26	12kV PILC/XLPE 3 core outdoor 95-185 heat shrink termination kit	Each	1				
27	12kV PILC/XLPE 3 core outdoor 185-300 heat shrink termination kit	Each	1				
28	24kV PILC/XLPE 3 core outdoor 50-120 heat shrink termination kit	Each	1				

Bidder

Witness 1

Witness 2

29	24kV PILC/XLPE 3 core outdoor 95-185 heat shrink termination kit	Each	1				
30	24kV PILC/XLPE 3 core outdoor 185-300 heat shrink termination kit	Each	1				
31	11kV Joint XLPE PILC PICAS Cable 3 Core 95- 185sqmm	Each	1				
32	11kV PILC Heat Shrink Cable Joint 3 Core 185- 300qmm	Each	1				
33	22kV Joint XLPE PILC PICAS Cable 3 Core 95- 185sqmm	Each	1				
34	22kV PILC Heat Shrink Cable Joint 3 Core 185- 300qmm	Each	1				
35	JO JOINT	Each	1				
36	JI JOINT	Each	1				
37	J2 JOINT	Each	1				
38	J3 JOINT	Each	1				
39	J4 JOINT	Each	1				
40	J5 JOINT	Each	1				
41	70W street light Globe	Each	1				
42	125W street light Globe	Each	1				
43	250W street light Globe	Each	1				
44	30W LED streetlight fitting	Each	1				
45	56W LED streetlight fitting	Each	1				
46	108W LED streetlight fitting	Each	1				
47	400W LED Street light fitting	Each	1				
48	750W LED Street light fitting 112500lm	Each	1				
49	SWA cable gland No 0 With PVC Shroud	Each	1				

Bidder

Witness 1

Witness 2

50	SWA cable gland No 1 With PVC Shroud	Each	1				
51	SWA cable gland No 2 With PVC Shroud	Each	1				
52	SWA cable gland No 3 With PVC Shroud	Each	1				
53	SWA cable gland No 4 With PVC Shroud	Each	1				
54	SWA cable gland No 5 With PVC Shroud	Each	1				
55	SWA cable gland No 6 With PVC Shroud	Each	1				
56	SWA cable gland No 7 With PVC Shroud	Each	1				
57	SWA cable gland No 8 With PVC Shroud	Each	1				
58	SCOTCH Tape 23	Each	1				
59	SCOTCH TAPE 24	Each	1				
60	Butyl Tape	Each	1				
61	Heat shrink for air dac	Each	1				
62	Insulation flame retardant 18mm x 20m Black	Each	1				
63	Insulation flame retardant 18mm x 20m Blue	Each	1				
64	Insulation flame retardant 18mm x 20m Red	Each	1				
65	Insulation flame retardant 18mm x 20m Yellow	Each	1				
66	LUGS 10X6MM	Each	1				
67	LUGS 16X10MM	Each	1				

Bidder

Witness 1

Witness 2

68	LUGS 25X8MM	Each	1				
69	LUGS 25X10MM	Each	1				
70	LUGS 35X8MM	Each	1				
71	LUGS 35X10MM	Each	1				
72	LUGS 35X12MM	Each	1				
73	LUGS 35X12mm	Each	1				
74	LUGS 50X08MM	Each	1				
75	LUGS 50X10MM	Each	1				
76	LUGS 50X12MM	Each	1				
77	LUGS 50X16mm	Each	1				
78	LUGS 95X10MM	Each	1				
79	LUGS 95X12MM	Each	1				
80	LUGS 95X16mm	Each	1				
81	LUGS 120X12MM	Each	1				
82	LUGS 120X16MM	Each	1				
83	LUGS 150X10MM	Each	1				
84	LUGS 150X12MM	Each	1				
85	LUGS 150X16MM	Each	1				
86	LUGS 185X12MM	Each	1				
87	LUGS 185X16MM	Each	1				
88	FERRULE 2.5MM	Each	1				
89	FERRULE 4MM	Each	1				
90	FERRULE 6MM	Each	1				
91	FERRULE 10MM	Each	1				
92	FERRULE 16MM	Each	1				
93	FERRULE 25MM	Each	1				
94	FERRULE 35MM	Each	1				
95	FERRULE 50MM	Each	1				

Bidder

Witness 1

Witness 2

96	FERRULE 70MM	Each	1				
97	FERRULE 95MM	Each	1				
98	FERRULE 120MM	Each	1				
99	FERRULE 185MM	Each	1				
100	FERRULE 300MM	Each	1				
101	PRE INSULATED JOINT FERRULE MJPT95 GREY	Each	1				
102	FUSE LINK 5A K TYPE 22kV	Each	1				
103	FUSE LINKS 10A K TYPE 22kV	Each	1				
104	FUSE LINKS 15A K TYPE 22kV	Each	1				
105	FUSE LINKS 20A K TYPE 22kV	Each	1				
106	FUSE LINKS 25A K TYPE 22kV	Each	1				
107	FUSE LINKS 30A K TYPE 22kV	Each	1				
108	FUSE LINKS 50A K TYPE 22kV	Each	1				
109	FUSE LINKS 60A K TYPE 22kV	Each	1				
110	FUSE LINKS 80A K TYPE 22kV	Each	1				
111	FUSE LINK 5A K TYPE 11kV	Each	1				
112	FUSE LINKS 10A K TYPE 11kV	Each	1				
113	FUSE LINKS 15A K TYPE 11kV	Each	1				
114	FUSE LINKS 20A K TYPE 11kV	Each	1				
115	FUSE LINKS 25A K TYPE 11kV	Each	1				
116	FUSE LINKS 30A K TYPE 11kV	Each	1				
117	FUSE LINKS 50A K TYPE 11kV	Each	1				
118	FUSE LINKS 60A K TYPE 11kV	Each	1				
119	FUSE LINKS 80A K TYPE 11kV	Each	1				
120	LV STRAIN CLAMP BLACK PA 1500	Each	1				
121	LV STRAIN CLAMP BLUE PA 1500	Each	1				

Bidder

Witness 1

Witness 2

122	LV SUSPENSION CLAMP BLUE	Each	1				
123	LV SUSPENSION CLAMP BLACK	Each	1				
124	TRANSFORMER PLATFORM- STEEL 6m	Each	1				
125	PG CLAMPS EBM 12/2X	Each	1				
126	PG CLAMPS EBM 12/3X	Each	1				
127	PG CLAMPS EBM 6/2X	Each	1				
128	PG CLAMPS EBM 6/3X	Each	1				
129	PG CLAMPS EBM 0	Each	1				
130	PG CLAMPS EBM 2	Each	1				
131	PG CLAMPS EBM 4	Each	1				
132	PG CLAMPS EBM 6	Each	1				
133	PG CLAMPS EBM 8	Each	1				
134	EYE NUTS M16	Each	1				
135	EYE BOLTS M16	Each	1				
136	Threaded rod 450mm M16	Each	1				
137	Threaded rod 450mm M16	Each	1				
138	Shield Anchor Raw bolt M10 x75mm (5/bag)	Each	1				
139	Shield Anchor Raw bolt M12 x75mm (5/bag)	Each	1				
140	POLE BOX 2-Way	Each	1				
141	POLE BOX 4-Way	Each	1				
142	POLE BOX 8-Way	Each	1				
143	3CR12 Stainless steel marshalling kiosk enclosure 1200mm x 1050mm	Each	1				
144	ED Base Unit	Each	1				

Bidder

Witness 1

Witness 2

145	ECU Meter Box 330 x 325 161 (PPS-3)	Each	1				
146	FISHER PLUGS 6mm x 75mm	Each	1				
147	FISHER PLUGS 8mm x 75mm	Each	1				
148	FISHER PLUGS 12mm x 75mm	Each	1				
149	Earth Leakage CBI 2 pole	Each	1				
150	Earth Leakage CBI 4 pole	Each	1				
151	Mini Rail Circuit Breaker 1 Pole 3kA - 10A CBI	Each	1				
152	Mini Rail Circuit Breaker 1 Pole 3kA - 20A CBI	Each	1				
153	Mini Rail Circuit Breaker 1 Pole 3kA - 40A CBI	Each	1				
154	Mini Rail Circuit Breaker 1 Pole 3kA - 60/63A CBI	Each	1				
155	Mini Rail Circuit Breaker 1 Pole 3kA - 80A CBI	Each	1				
156	Mini Rail Circuit Breaker 3 Pole 3kA - 63A CBI	Each	1				
157	Mini Rail Circuit Breaker 3 Pole 3kA - 80A CBI	Each	1				
158	Mini Rail Circuit Breaker 3 Pole 3kA - 100A CBI	Each	1				
159	MOULDED CASE CIRCUIT BREAKERS 150A 3pole 20Ka	Each	1				
160	MOULDED CASE CIRCUIT BREAKERS 225A 3pole 20Ka	Each	1				
161	MOULDED CASE CIRCUIT BREAKERS 250A 3pole 20Ka	Each	1				
162	MOULDED CASE CIRCUIT BREAKERS 300A 3pole 20Ka	Each	1				

Bidder

Witness 1

Witness 2

163	MOULDED CASE CIRCUIT BREAKERS 400A 3pole 20Ka	Each	1				
164	MOULDED CASE CIRCUIT BREAKERS 500A 3pole 20Ka	Each	1				
165	MOULDED CASE CIRCUIT BREAKERS 600A 3pole 20Ka	Each	1				
166	MOULDED CASE CIRCUIT BREAKERS 800A 3pole 20/25Ka	Each	1				
167	DAYLIGHT SWITCHES 25A	Each	1				
168	Geyser timer 30A, 7 day Cycle,, 20 Programmes	Each	1				
169	CONTACTORS 240V 32A	Each	1				
170	CONTACTORS 400V 32A	Each	1				
171	10M DM RAIL	Each	1				
172	10M SAMITE RAILS	Each	1				
173	WOODEN POLES 11m 160-180mm Treated	Each	1				
174	WOODEN POLES 11m 180-200mm Treated	Each	1				
175	WOODEN POLES 12m 160-180mm Treated	Each	1				
176	WOODEN POLES 12m 180-200mm Treated	Each	1				
177	WOODEN POLES 13 180-200mm Treated	Each	1				
178	Galvanized steel pole 120mm x 6m	Each	1				
179	Streetlight pole Concrete 9.2 type side entry	Each	1				

Bidder

Witness 1

Witness 2

180	Streetlight pole galvanised steel 9.2m	Each	1				
181	Streetlight pole galvanised steel 7.2m	Each	1				
182	PIGTAIL M20	Each	1				
183	Strapping 304 S/S 12.7mm x 30m - Stainless Steel	Each	1				
184	Stainless Steel buckles 19mm 304heavy duty x 100	Each	1				
185	22kV Long rod	Each	1				
186	11kV Line post insulator (Brown) 432mm creepage	Each	1				
187	22kV Line post insulator (Brown) 432mm creepage	Each	1				
188	11kV Surge Arrestor Silicone Rubber	Each	1				
189	22kV Surge Arrestor Silicone Rubber	Each	1				
190	Neutral Surge arrestor Silicone Rubber	Each	1				
191	22kV Silicone Cut-out	Each	1				
192	Cut out solid link 200A rating 11kV	Each	1				
193	Cut out solid link 200A rating 22kV	Each	1				
194	Porcelain Cut Out 22kV	Each	1				
195	Single phase Bundle allu 25mm	p/m	1				
196	Aerial Bundle Conductor (ABC) 25mm ²	p/m	1				
197	Aerial Bundle Conductor (ABC) 35mm ²	p/m	1				
198	Aerial Bundle Conductor (ABC) 70mm ²	p/m	1				

Bidder

Witness 1

Witness 2

199	Aerial Bundle Conductor (ABC) 95mm ²	p/m	1				
200	END CAP 35-70mm SQ ABC	Each	1				
201	IPC Line	Each	1				
202	IPC Neutral	Each	1				
203	Earths Rod M12 1.8m	Each	1				
204	Earths Rod M12 2.4m	Each	1				
205	JOINT, NON-TEN AL HARE	Each	1				
206	JOINT, NON-TEN AL MINK	Each	1				
207	JOINT, NON-TEN AL FOX	Each	1				
208	T- JOINT, NON-TEN AL HARE	Each	1				
209	T-JOINT, NON-TEN AL MINK	Each	1				
210	T- JOINT, NON-TEN AL FOX	Each	1				
211	12V, 7,2A Battery	Each	1				
212	TAP CONNECTOR, T-OFF AL FOX	Each	1				
213	TAP CONNECTOR, T-OFF AL HAR	Each	1				
214	TAP CONNECTOR, T-OFF AL MNK	Each	1				
215	Finr Organic Electrical Cleaner FO128	Each	1				
216	12kV OEFMA 25A 63x254mm (short)	Each	1				
217	12kV OEFMA 31.5 A 63x254mm (short)	Each	1				
218	12kV OEFMA 25A (long)	Each	1				
219	12kV OEFMA 31.5 A (Long)	Each	1				
220	Cable Tie 100mm x 2.5mm x 100	Each	1				

Bidder

Witness 1

Witness 2

221	Cable Tie 150mm x 3.6mm x 100	Each	1				
222	Cable Tie 200mm x 3.6mm x 100	Each	1				
223	Cable Tie 200mm x 4.8mm x 100	Each	1				
224	Cable Tie 300mm x 4.8mm x 100	Each	1				
225	Cable Tie 350mm x 4.8mm x 100	Each	1				
226	Cable Tie 400mm x 4.8mm x 100	Each	1				
227	Distilled Battery Water 20liter	Each	1				
228	Avocado Green Paint 20l	Each	1				
229	Danger Tape (Red & White) 75mm x 75mm x 500m	Each	1				
230	Filla Foam 500ml	Each	1				
Sub Total							
VAT							
TOTAL							

Bidder

Witness 1

Witness 2

15. FORM 8 - DECLARATION BY TENDERER

I/We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I/We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of my / our tender and that I / we elect *domicillium ditandi et executandi* (physical address at which legal proceedings may be instituted) is the Republic at:

I/We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfilment of this contract.

I/We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake (s) regarding price and calculations will be at my / our risk.

I/We furthermore confirm that my / our offer remained binding upon me / us and open for acceptance by the Purchaser / Employer during the validity period indicated and calculated from closing date of the bid.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	
DATE		DATE	

Bidder

Witness 1

Witness 2

16. FORM 9 - FORM OF OFFER AND ACCEPTANCE**PANEL OF THREE (3) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFF-LOADING OF ELECTRICAL MAINTENANCE MATERIALS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS****Offer:**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

PANEL OF THREE (3) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFF-LOADING OF ELECTRICAL MAINTENANCE MATERIALS AS AND WHEN REQUIRED FOR A PERIOD OF THIRTY-SIX (36) MONTHS

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

R (in words)

R _____ (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

For the tenderer

(Name and address of
organization) _____

SIGNATURE OF WITNESS:		NAME (PRINT):	
DATE:			

Bidder

Witness 1

Witness 2

Acceptance by the Municipality

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE	

SIGNATURE OF WITNESS:		NAME (PRINT):	
DATE:			

Bidder

Witness 1

Witness 2

For the bidder:

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	

SIGNATURE OF WITNESS:		NAME (PRINT):	
DATE:			

Schedule of Deviations

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

By the duly authorized representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Bidder

Witness 1

Witness 2

17.ATTACHMENTS

The required attachments must be attached hereto:

- (a) Company registration document (CK). Where applicable, share Certificate and shareholding information (except for Sole Traders and Partnerships). In the case of the Joint venture, such documents must be attached for all parties.
- (b) Director's information and certified copies of Identity documents not older than 6 months. In the case of the Joint venture, such documents must be attached for all parties.
- (c) CSD full report of the National Treasury. In the case of the Joint venture, such documents must be attached for all parties.
- (d) Valid SARS Tax Clearance Verification Code/Pin on SARS letterhead. In the case of the Joint venture, such documents must be attached for all parties.
- (e) Certificate of Authority of signature in company's letter head. In the case of the Joint venture, such documents must be attached for all parties.

5 Copies of municipal rates and taxes accounts of both company and director(s) not older than 3 months and not in arrears for more than 90 days from the date of tender closure.

A lease agreement may be submitted where applicable but must be accompanied by the municipal rates and taxes account of the leased property.

If the leased property municipal account is not attached, then a statement of account from the lessor must be submitted as evidence that the lessee has met their obligations.

If municipal rates and taxes submitted is not in the name of the company and/or any of the directors, an original written affidavit stating how the account relates to the said company or its directors or proof of residence for company and/or directors must be submitted.

If the bidder is operating where municipal rates are not applicable, a copy of proof of residence from the traditional authority must be submitted (not older than (3) months before the closing date). In the case of the Joint venture, such documents must be attached for all parties.

- (a) Attach a copy of a signed Joint Venture agreement (if applicable).
- (b) MBD forms (to be completed on the tender document)
- (c) Form of offer and acceptance (to be completed on the tender document)

Bidder

Witness 1

Witness 2