



KGATELOPELE LOCAL MUNICIPALITY

KLM2020/21/021

EXPRESSION OF INTEREST TO FORM PART OF A FRAMEWORK OF CONTRACTORS TO ASSIST THE KGATELOPELE LOCAL MUNICIPALITY (KLM) BUILT ENVIRONMENT WITH THE CONSTRUCTION, UPGRADE AND REFURBISHMENT WORKS OF VARIOUS INFRASTRUCTURE PROJECTS (BUILDING CONSTRUCTION, CIVIL ENGINEERING, ELECTRICAL ENGINEERING, MECHANICAL ENGINEERING, AND SPECIAL WORKS), ON AN AS-AND-WHEN REQUIRED BASIS FOR THE FINANCIAL YEARS STARTING JULY 2021 TO JUNE 2024 (ONLY CIDB LEVEL 3PE/4 TO 8PE/9)

NAME OF SUPPLIER:

SUPPLIER'S ADDRESS:

.....

TEL NUMBER:

FAX NUMBER:

CSD SUPPLIER NO:



CONTRACT NUMBER: KLM2020/21/021

ISSUED BY:	PREPARED BY:
Department of Finance Tender Office Baker Street Danielskuil 8405 Ms. N.O Louw Email: cfo@kgatelopele.gov.za Tel: 053 384 8600	Project Management Unit Baker Street Danielskuil 8405 Mr. T. Barnett Email: techmanager@kgatelopele.gov.za Tel: 053 384 8600

**NAME OF BIDDER (BIDDING ENTITY)
 (FULL NAME, i.e. (CC, (Pty) Ltd,
 JV/CONSORTIUM, SOLE PROPRIETOR,
 TRUST etc.)**

:

TEL NUMBER

:

FAX NUMBER

:



CONTRACT NUMBER: KLM2020/21/021

CLOSING DATE:

**27 July 2021
12h00**

To ensure that your bid is not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in the bid documents.

Supporting documents must be sealed and externally endorsed, **CONTRACT NUMBER: KLM2020/21/021** and placed in **Bid Box at Danielskuil**, at the offices of the Kgatelopele Local Municipality, 222 Barker Street, Danielskuil, 8405, on or before **12:00 pm Tuesday, 27 July 2021** at which time they will be opened in public. No late submissions, emailed or faxed documents will be accepted.

Not any bid will necessarily be accepted and the Kgatelopele Local Municipality reserves the right not to consider any bid not suitably endorsed or comprehensively completed as well as the right to accept a bid in whole or part.

The following documents must be completed and signed where applicable and submitted as a complete set:

1. FORM "A" - Procurement Form of Bid
2. FORM "B" - Declaration of Interest
3. FORM "C" - Declaration for Procurement above R10 Million
4. FORM "D" - Declaration of Bidder's Past SCM Practices
5. FORM "E" - Certificate of Independent Bid Determination
7. FORM "G" - Declaration for municipal accounts
8. FORM "H" - Declaration for municipal accounts where bids are expected to exceed R10 million
9. FORM "I" - Specification
10. FORM "J" - Variations and Omissions
11. FORM "K" - Schedule of Prices
12. FORM "L" - General Conditions of Contract
13. FORM "M" - Special Conditions and Undertakings
14. FORM "N" - Contract form - Rendering of services (Part 1)
15. FORM "N" - Contract form - Rendering of services (Part 2)



NOTICE TO BIDDERS

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "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 documents.

A BID WILL BE REJECTED:

1. If a **VALID ORIGINAL** tax clearance certificate or copy thereof (or in the case of a joint venture or consortium, of all the partners in the joint venture or consortium) has not been submitted with the bid document on closing date of the bid. **(An expired tax clearance certificate submitted at the closure of the bid will NOT be accepted)**
In bids where Consortia and Joint Ventures are involved, each party must submit a separate Tax Clearance Certificate.
Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
2. If any pages have been removed from the bid document, and have therefore not been submitted.
3. In the event of a failure to complete and sign the schedule of quantities as required, i.e. only lump sums provided.
4. In the event of there being scratching out, writing over or painting out rates or information, affecting the evaluation of the bid, without initialing next to the amended rates or information
5. In the event of the use of correction fluid (eg. tippex), any erasable ink, or any erasable writing instrument (e.g. pencil)
6. If the Bid has not been properly signed by a person having the authority to do so. **(Refer to Declaration)**
7. If particulars required in respect of the bid have not been completed, except if only the Broad – Based Black Economic Empowerment Certificate as provided for in Regulation 10 of The Preferential Procurement Regulations 2017, is not submitted, the bid will not be disqualified but no preference points will be awarded.
8. If the bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
9. If the bid has been submitted either in the wrong bid box or after the relevant closing date and time.
10. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months
11. If any bidder who during the last five 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.
12. The accounting officer must ensure that 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?
13. If the bidder is not registered in the required CIDB contractor grading designation (category) or higher, if required in this bid documentation.
14. If the bidder or any of its 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.
15. If the bidder has abused the KLM's Supply Chain Management System and action was taken in terms of KLM SCM Policy.
16. In the event of non-submission of financial statements if required (**SEE BID DATA OR PRICING SCHEDULE**). In this regard please note:
- 16.1 If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders **most recent** financial year **together with** the audited or independently reviewed annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
 - 16.2 If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders **most recent** financial year together with the annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.
 - 16.3 Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act.
 - 16.4 If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (16.1) and (16.2) above for each of its financial years since commencing business.
 - 16.5 If a bidder is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.
17. Please check special requirements in scope of work in document for additional attachments
18. If the following have not been fully completed and signed:

FORM "B"	- Declaration of Interest
FORM "C"	- Declaration for Procurement above R10 Million (if applicable)
FORM "D"	- Declaration of Bidder's Past SCM Practices
FORM "E"	- Certificate of Independent Bid Determination
FORM "G"	- Declaration for municipal accounts
FORM "H"	- Declaration for municipal accounts where bids are expected to exceed R10 million

NOTE:



1. IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

- 1.1. CLIENT, EMPLOYER, KGATELOPELE LOCAL MUNICIPALITY.
- 1.2. BID, TENDER AND VARIATIONS THEREOF
- 1.3. JOINT VENTURE / CONSORTIUM

2. Very important notice

Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which may lead to the rejection of the bid.

3. The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids. This includes Company Profiles and CV's if not specifically requested

Please note:

Possible amendments/ addendums may be advertised on the KLM website. It remains the responsibility of the bidder to check the KLM website daily and to raise any enquiries regarding the bid to the relevant contact person before the closing date. No communication will be allowed after the closing of the bid.



ADVERTISED IN : Kgatelopele Local Municipality website (www.kgatelopele.gov.za) AND e-tender
Publication Portal
PUBLISHING DATE : 25 June 2021

Kgatelopele Local Municipality

Bids are hereby invited for the following:

Infrastructure Development
Capital Projects

CONTRACT NO.:
CONTRACT
NUMBER:KLM2020/21/021

DESCRIPTION:
EXPRESSION OF INTEREST TO FORM PART OF
A FRAMEWORK OF CONTRACTORS TO ASSIST
THE KGATELOPELE LOCAL MUNICIPALITY (KLM)
BUILT ENVIRONMENT WITH THE
CONSTRUCTION, UPGRADE AND
REFURBISHMENT WORKS OF VARIOUS
INFRASTRUCTURE PROJECTS (BUILDING
CONSTRUCTION, CIVIL ENGINEERING,
ELECTRICAL ENGINEERING, MECHANICAL
ENGINEERING, AND SPECIAL WORKS), ON AN
AS-AND-WHEN REQUIRED BASIS FOR THE
FINANCIAL YEARS STARTING JULY 2021 TO
JUNE 2024 (ONLY CIDB LEVEL 4/3PE TO 9/8PE)

CLOSING DATE:
27 July 2021

Bidders must note that this bid may be awarded to more than one bidder. Bidders must note that certain works under this Bid may only be constructed using labour-based construction methods and must limit the utilization of machinery, their permanently employed personnel to Key Personnel and all other personnel and labourers must be recruited locally.

In case of a joint venture, each company must submit their own copy of a valid Tax Clearance.

Bid documents will be available as from 25 June 2021

Prospective bidders are requested to meet on the said date and time at: Danielskuil, 222 Baker Street, Danielskuil 8405.

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the CONTRACT NUMBER AND DESCRIPTION and placed in bid box, Danielskuil, 222 Baker Street, Danielskuil 8405.

, not later than 12:00 on 27 July 2021. Bids will be opened immediately thereafter, in public, Ground Floor, at above-mentioned address. All bids shall hold good for 120 days as from the closing date of bids.

Bids which are not received and/or deposited in the specified bid box before 12:00 on the closing date for the bid mentioned hereinbefore, will be marked as late bids and such bids shall in terms of the SCM Policy of the municipality, not be considered by the Council as valid bids.

Enquiries must be directed to Mr. T Barnett at email-address: techmanager@kgatelopele.gov.za

Bidders attention is specifically drawn to the provisions of the bid rules which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid not suitably endorsed or comprehensively completed, as well as the right to accept a bid in whole or part. Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the KLM.

TELEFAX OR E-MAIL BIDS ARE NOT ACCEPTABLE

**Mr. M.A JANUARY
MUNICIPAL MANAGER
KGATELOPELE LOCAL MUNICIPALITY**



NAME OF BIDDING ENTITY:

**FORM OF BID
KGATELOPELE LOCAL MUNICIPALITY**

CONTRACT NUMBER: KLM2020/21/021

GENERAL DECLARATION:

To: The Municipal Manager
Kgatelopele Local Municipality
222 Baker Street
Danielskuil
8405

Sir/Madam,

I/We, the undersigned (hereinafter referred to as "the bidder"):

- (a) bid to supply and deliver to the Kgatelopele Local Municipality [hereinafter referred to as "the KLM"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;*
- (b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;*
- (c) further agree to be bound by those conditions, set out in, "FORM OF BID AND FORMS A - N", attached hereto, should this bid be accepted in whole or in part;*
- (d) confirm that this bid may only be accepted by the KLM by way of a duly authorised Letter of Acceptance;*
- (e) declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;*
- (f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the KLM and the bidder;*
- (g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.;*
- (h) acknowledge that the information furnished is true and correct;*
- (i) accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the KLM that the claims are correct. If the claims are found to be inflated, the KLM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the KLM as a result of the award of the contract and/or cancel the contract and claim any damages which the KLM may suffer by having to make less favourable arrangements after such cancellation;*
- (j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and*



- (k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.
- (l) declare that the signatory to the bid document is duly authorised; and
- (m) agree that documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the KLM.
- (n) declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith in terms of Regulation 10 of the Preferential Procurement Regulations, 2017 is based on true and accurate information and has been obtained from a duly accredited verification agency (or, in the case of an Exempted Micro-Enterprise(EME) from a registered auditor, accounting officer or accredited verification agency)
- (o) declare that the following responses to be true and correct:
Does the bidder have participation in the submission of any other offer for the supplies/services described in the attached documents?

(Tick applicable box)

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

If YES the following information must be supplied:

1. The name(s) of the other Bidder(s) involved
2. The full details of the Bidder(s) participation

- (p) declare that all of the information furnished is true and correct

Signed at.....this.....day of.....20.....

Name of Authorised Person: _____

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

As witness: 1. _____

As witness: 2. _____



PLEASE NOTE:

- *The prices at which bidders are prepared to supply the goods and materials or perform the services must be placed in the column on the Form provided for that purpose.*
- Bidders must sign the Form of Bid as well as Form “K” (Schedule of Prices) attached to this bid document in full and on acceptance of a bid by the KLM, the Conditions of Contract, Special Conditions, Specifications, Declarations and Schedule of Prices, attached hereto shall be deemed to be the conditions of Contract between the parties.
- If particulars required in respect of the bid have not been completed the bid will be rejected, except, if only the Broad –Based Black Economic Empowerment Certificate as provided for in Regulation 10 of The Preferential Procurement Regulations 2017, is not submitted, the bid will not be disqualified but no preference points will be awarded.
- In the event of the use of correction fluid (eg. tippex), any erasable ink, or any erasable writing instrument (e.g. pencil) the bid will be rejected.



NAME OF BIDDING ENTITY

FORM “A”
KGATELOPELE LOCAL MUNICIPALITY

CONTRACT NUMBER: KLM2020/21/021

PROCUREMENT FORM

EVALUATION OF BIDS

Bids are adjudicated in terms of KLM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

1. Technical evaluation and General Criteria

Bids will be evaluated in terms of inter alia:

- Compliance with bid conditions
- Technical specifications

If the bid does not comply with the bid conditions or technical specifications, the bid shall be rejected.

2. Infrastructure and resources available

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- Physical facilities
- Plant and equipment available for the contract owned by the bidder
- Plant and equipment the bidder intends renting or acquiring, should the contract be awarded to him.

3. Size of enterprise and current workload

Evaluation of the bid's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

4. Staffing profile

Evaluation of the bid's position in terms of:

- Staff available for this contract being bided for
- Qualifications and experience of key staff to be utilised on this contract.

5. Previous experience

Evaluation of the bid's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

6. Financial ability to execute the contract

Evaluation of the bid's financial ability to execute the contract. Emphasis will be placed on the following:

- Surety proposed



- Estimated cash flow
- Contact the bidder's bank manager to assess the bidder's financial ability to execute the contract and the bidder hereby grants his consent for this purpose.

7. Good standing with SA Revenue Service

Establish whether a valid original tax clearance certificate or copy thereof has been submitted with the Bid document on closing date of the bid. If no such Certificate or copy thereof has been submitted, the bid must be rejected. If a valid original tax clearance certificate has not been submitted, the bidder shall be requested in writing to submit a valid original tax clearance certificate by a specific date and at a specific venue. **NB** A failure to submit a valid original tax clearance certificate in terms of the aforesaid written request shall result in the rejection of the bid.

The bidder **must affix a valid original Tax Clearance Certificate or copy thereof, to the last page** of the bid document

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

NB:

If the bid does not meet the requirements contained in the KLM Supply Chain Management Policy, and the mentioned framework, it shall not be considered an acceptable bid and shall be rejected by the Municipality, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

8. Evaluation using a Points System

Acceptable bids will be evaluated using a system that awards points on the basis of bid price and B-BBEE Status Level of Contribution. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate (from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA)) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

For bids with a bid amount equal to or below R 50 000 000.00 (all applicable taxes included) a maximum of 80 points is allocated for price and a maximum of 20 points for B-BBEE Status Level of Contribution. For bids with a bid amount above R 50 000 000.00 (all applicable taxes included) a maximum of 90 points is allocated for price and a maximum of 10 points for B-BBEE Status Level of Contribution.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract



The Municipality shall award the Contract to the Bidder obtaining the highest number of points for Price and B-BBEE Level of Contribution calculated in accordance with the Preferential Procurement Regulations, 2017 unless there are grounds that justify the award to another bidder, in accordance with the provisions of Section 2 (f) of the Procurement Policy Framework Act, Act No. 5 of 2000.

9. Evaluation on Functionality

9.1 Regulation 4 of the Preferential Procurement Regulations, 2017 provides as follows:

1. “An organ of state must indicate in the invitation to submit a tender if that tender will be evaluated on functionality,
2. The evaluation criteria for measuring functionality must be objective.
3. When evaluating tenders on functionality, the-
 - (a) evaluation criteria for measuring functionality;
 - (b) weight of each criterion;
 - (c) applicable values; and
 - (d) minimum qualifying score for functionality,must be clearly specified in the invitation to submit a tender.
4. No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation,
5. Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference point systems prescribed in Regulations 5 and 6

9.2 Accordingly, where an invitation to submit a tender indicates that the tender will be evaluated on functionality, all acceptable bids submitted shall be firstly evaluated on functionality and, all acceptable bids that achieve the minimum score for functionality, as indicated in the tender invitation, shall be further evaluated in terms of the points system referred to above.

EVALUATION CRITERIA

A. Administrative Compliance (Phase 1)

1. B-BBEE Level Status (All levels).
2. Initial the whole document (From front to the last page).
3. Sign all the relevant field.
4. Where not applicable, indicate as such and don't leave it blank.
5. Municipal rates and taxes up to date.
6. Registration with CIDB.
7. Valid Tax Clearance Certificate.
8. Singed JV Agreement (If applicable).
9. CSD Number provided.
10. Attach a valid proof of CIDB grading.
11. Attach the valid Bank Rating letter from the bank/ Proof of credit facility or access to finances equivalent to the CIDB grading.
12. Initial where erased.

NOTE: Any bidder who does not comply with at least one of the items mentioned above (Administrative Compliance) will be disqualified and will not be considered to the second phase of evaluation (Functionality).

B. Functionality (Phase 2)

EVALUATION ON FUNCTIONALITY			
CRITERIA	ELEMENT OF EVALUATION	POINTS ALLOCATION	Max Points
1. Entity Experience operating in the relevant discipline (Company Profile, CIPC documents)	2-3 Years	5	Max 15 Points
	4-10 Years	10	
	11 or More Years	15	
2. Number of Infrastructure projects completed by the Entity in the last 5 years (Proof of practical completion/final completion/certificates of projects of similar value and size falling within the CIDB grading) (NB: This must be equivalent to your CIDB grading)	2-3 Projects	10	Max 20 Points
	4-8 Projects	15	
	9 or Projects	20	
	(Maximum of 9 supporting documents to be attached)		
3. Experience of the Key Staff for the specific field tendered for. (Attach CVs with maximum of 4 pages and copies of qualifications for the three mentioned ONLY). All the key staff must have a minimum of 5 years' experience in Construction field.	Project Director	15	Max 45 Points
	Contracts Manager	15	
	Project Manager/Technician	15	
4. Bank Rating	A	A: 10	Max 10 Points
	B	B: 08	
	C	C: 05	
5. Locality	Within Kgatelopele Local Municipality	10 Points	Max 10 Points
	Within the District Municipality	08 Points	
	Within the Province	05 Points	
	Outside the Province	03 Points	
TOTAL			Max 100 Points

NOTE: A bidder who scored less than 60 on the total functionality points will automatically be disqualified.

10. Remedies

The Municipal Manager must act in terms of paragraph 13 of the Preferential Procurement Policy Regulations, 2017, against the bidder or person awarded the contract upon detecting that the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis, or any of the conditions of the contract have not been fulfilled

Regulation 13 of the Preferential Procurement Policy Regulations provides as follows:



- (1) An organ of state must, upon detecting that-
 - (a) The B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis; or
 - (b) Any of the conditions of the contract have not been fulfilled, act against the tenderer or person awarded the contract.
- (2) An organ of state may, in addition to any other remedy it may have against the person contemplated in sub-regulations (1) –
 - (a) Disqualify the per directors who acted on a fraudulent basis, from obtaining any business from any organ of state for a period not exceeding 10 years, after *audi alteram partem* (hear the other side) rule has been applied; and
 - (b) Forward the matter for criminal prosecution.”

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R1 000 000 (One Million Rand) (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R1 000 000 (One Million Rand) (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
 - (a) Functionality; and
 - (b) B-BBEE Status Level of Contribution.
- 1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 Functionality	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100
1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	

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

2. DEFINITIONS

- 2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic empowerment, issued in terms of section 9(1) of the Broad Based Black Economic empowerment Act;
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” 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;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less.
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. EVALUATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points may be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

- (c) A maximum of 80 or 90 points is allocated for price on the following basis on from the tendering process;
- (d) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (e) 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;
- (f) Restrict the tenderer or contractor, its shareholders and directors, or only the shareholders and

:

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

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS



or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 **Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.**

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO
(delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?.....%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?.....
- (iv) whether the sub-contractor is an EME? YES / NO
(delete which is not applicable)

9 DECLARATION WITH REGARD TO BIDDING ENTITY



- 9.1 Name of bidding entity;
- 9.2 VAT registration number:
- 9.3 Registration number of bidding entity:
- 9.4 TYPE OF ENTITY

[TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium
- One person business/sole proprietor
- Close corporation
- Company
- Trust
- Other (specify)

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 CLASSIFICATION

[TICK APPLICABLE BOX]

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

Consumer Account Number

Stand Number

9.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS AND REGISTRATION DETAILS?

Date of Registration _____;

Date that commenced business, if different to date of registration _____.

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the bidder, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the bidder for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent



- basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

..... SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:

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



GENERAL INFORMATION TO BE SUPPLIED BY THE BIDDER:

INFORMATION OF BIDDING ENTITY

1. Details of Bidding Entity

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE.....NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED?

(Tick applicable box)

YES	NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?

(Tick applicable box)

YES	NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

(Tick applicable box)

- AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
- A VERIFICATION AGENCY ACCREDITEDBY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)
- A REGISTERED AUDITOR

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

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

(Tick applicable box)

YES	NO



(IF YES ENCLOSE PROOF)

2. Legal entity: Mark with an **X**.

Sole proprietor	
Partnership	
Close corporation	
Company	
Joint venture/ Consortium	
Trust	
Tertiary Institution	
Public Entity	

3. In the case of a Joint venture/ Consortium, provide details on joint venture/ consortium partners:

Joint venture/Consortium member	Type of entity (as defined above)

4. Income tax reference number: **(COMPULSORY)**
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

5. VAT registration number **(COMPULSORY)**:
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)



6. Company, close corporation, or trust registration number (**COMPULSORY**):
(In the case of a joint venture, provide for all joint venture members)

7. Details of proprietor, partners, closed corporation members,, company directors, or trustees indicating technical qualifications where applicable (Form on the next page).

8. For joint ventures/ consortiums the following must be attached:

- Written authority **of each JV / consortium partner**, for authorized signatory.
- The joint venture/ consortium agreement.

9. For Trusts the following must be attached

- a. Certified copy of the trust deed;
- b. Certified copies of the Letters of Authority issued in terms of S6 of the Trust Property Control Act, Act No.57 of 1988
- c. Certified copy of the resolution of the trustees of the trust authorising the signatory to sign the bid on behalf of the trust

SIGNATURE OF AUTHORIZED PERSON :

DATE :



DETAILS OF BIDDING ENTITY'S BANK

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/We hereby authorize the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	()
Fax number	()
Account number	
Type of account, (i.e. cheque account)	



NAME OF BIDDING ENTITY

JOINT VENTURE/ CONSORTIUM INFORMATION

(Complete only if applicable)

The parties hereto form a Joint Venture/ Consortium for the purpose of jointly bidding and obtaining the award of contract for **INVITATION TO CONTRACTORS TO FORM PART OF A FRAMEWORK OF CONTRACTORS TO ASSIST THE KLM BUILT ENVIRONMENT WITH THE CONSTRUCTION, UPGRADE AND REFURBISHMENT WORKS OF VARIOUS INFRASTRUCTURE PROJECTS (BUILDING CONSTRUCTION, CIVIL ENGINEERING, ELECTRICAL ENGINEERING, MECHANICAL ENGINEERING, AND SPECIAL WORKS), ON AN AS-AND-WHEN REQUIRED BASIS FOR THE FINANCIAL YEARS STARTING JULY 2021 TO JUNE 2024 (ONLY CIDB LEVEL 3PE/4 TO 8PE/9)** and of jointly performing such contract under joint and several responsibility.

The share of the partners in the Joint Venture/ Consortium shall be:

Full Name and address of Lead enterprise

.....%

.....

Full Name and address of 2nd enterprise

.....%

.....

Full Name and address of 3rd enterprise

.....%

.....

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture/ Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture/ Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the KLM, for the amount and period as stated in the Contract Data.

The Joint Venture/ Consortium may not be terminated by any of the parties hereto until either:



The contract has been awarded to another bidder

Or

The work undertaken by the Joint Venture/ Consortium under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture/ Consortium have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture/ Consortium without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture/ Consortium shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the KLM or any other party for the Project, either alone or in collaboration with a third party.

Authorised Signature Lead Partner

Name

Designation

Signed at..... on

Authorised Signature of 2nd Partner

Name

Designation

Signed at..... on

Authorised Signature of 3rd Partner

Name

Designation

Signed at..... on

(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)

In the event that there are more than 3 Joint Venture/Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signatures



GENERAL CRITERIA

Provide information on the following:

Infrastructure and resources available

Physical facilities

Description	Address	Area (m ²)

Plant / Equipment

Provide information on plant / equipment that you have available for this project. Attach details if the space provided is not enough.

Description : Owned Plant / Equipment	Number of units

Description : Owned Plant / Equipment (continued)	Number of units



Description : Hired Plant / Equipment	Number of units
Description : Plant / Equipment to be purchased	Number of units

Size of enterprise and current workload

What was your turnover in the previous financial year? **R**

What is the estimated turnover for your current financial year? **R**

List your current contracts and obligations

Description	Value (R)	Start date	Duration	Expected completion date



Do you have the capacity to supply the goods and services described in this bid, should the contract be awarded to you? _____

SMME STATUS - (COMPULSORY)

TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES

Provide details on the following

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

NOTE : If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.



Staffing Profile

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Own staff :	Number of staff
Staff to be employed for the project :	Number of staff

Proposed Key Personnel



Financial ability to execute the project

Provide details on the surety you will provide if the bid is awarded to you

Which of the following institutions will provide surety? (Details must be provided) (Refer to Form “M” – Special Conditions of Contract)

- Bank registered in terms of the Bank Act 1990 (Act 94 of 1990):

- Insurance Company registered in terms of the Short Term Insurance Act 1998 (Act 53 of 1998):

- Cash: _____

OCCUPATIONAL HEALTH AND SAFETY INFORMATION FOR BIDS

THE CONTRACTOR SHALL/MUST SUBMIT THE FOLLOWING TO THE MANAGER OH&S TO OBTAIN A CERTIFICATE OF COMPLIANCE FROM OH&S KGATELOPELE LOCAL MUNICIPALITY BEFORE ANY WORK MAY COMMENCE.

1. Proof of Registration with the Compensation Commissioner.
2. Letter of “Good Standing” with Compensation Commissioner.
3. Certified copy of first aid certificate.
4. Physical address where contract is taking place (on Company letterhead).
5. Detailed description of intended work (on Company letterhead).
6. List of all Personal Protective Equipment issued to employees (company letterhead).
7. List of ALL employees on site (on company letterhead).
8. Detailed Health and Safety Plan (on company letterhead).
9. Comprehensive Risk Assessment (Qualification and Contact details of Risk Assessor).
10. Public Liability and Commercial Insurance Certificate.
11. All related statutory appointments.
12. Certificates of relevant Training.

The above list represents the minimum content of a safety file in terms of the Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014.

OHS Act 85 of 1993.



PLEASE REMEMBER:

- (1) In order to obtain B-BBEE Status Level points in terms of the provisions of Regulations 5(2) or 6(2) of the Preferential Procurement Regulations, 2017 , if a bidder is an Exempted Micro Enterprise (EME) in terms of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003,the bidder must attach a certificate issued by a registered auditor, accounting officer(as contemplated in section 60(4) of the Close Corporation Act, Act No.69 of 1984) or an accredited verification agency, in compliance with the requirements of Regulation 10 of the Preferential Procurement Regulations, 2017;***

- (2) In order to obtain B-BBEE Status Level points in terms of the provisions of Regulations 5(2) or 6(2) of the Preferential Procurement Regulations, 2017 if a bidder is not an Exempted Micro Enterprise (EME) in terms of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, the bidder must attach an original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating its B-BBEE rating, in compliance with the requirements of Regulation 10 of the Preferential Procurement Regulations, 2017;***

- (3) TO ATTACH A VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY THEREOF;**

- (4) IN THE CASE OF A JOINT VENTURE/CONSORTIUM, THE VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY/IES THEREOF, OF EACH ENTITY CONSTITUTING THE JOINT VENTURE/CONSORTIUM, MUST BE SUBMITTED WITH THE BID DOCUMENT ;**

- (5) ATTACH ALL REQUIRED DOCUMENTS TO THE LAST PAGE OF YOUR BID DOCUMENT**

- (6) BIDDERS OTHER THAN EMES MUST SUBMIT THEIR ORIGINAL AND VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR A CERTIFIED COPY THEREOF, SUBSTANTIATING THEIR B-BBEE RATING ISSUED BY A REGISTERED AUDITOR APPROVED BY IRBA OR A VERIFICATION AGENCY ACCREDITED BY SANAS.***



NAME OF BIDDING ENTITY

FORM "B"

KGATELOPELE LOCAL MUNICIPALITY

CONTRACT NUMBER: KLM2020/21/021

INVITATION TO CONTRACTORS TO FORM PART OF A FRAMEWORK OF CONTRACTORS TO ASSIST THE KLM BUILT ENVIRONMENT WITH THE CONSTRUCTION, UPGRADE AND REFURBISHMENT WORKS OF VARIOUS INFRASTRUCTURE PROJECTS (BUILDING CONSTRUCTION, CIVIL ENGINEERING, ELECTRICAL ENGINEERING, MECHANICAL ENGINEERING, AND SPECIAL WORKS), ON AN AS-AND-WHEN REQUIRED BASIS FOR THE FINANCIAL YEARS STARTING JULY 2021 TO JUNE 2024 (ONLY CIDB LEVEL 3PE/4 TO 8PE/9)

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 Owner of the Bidding Entity:

3.2 Identity Number if applicable:

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:

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.

3.7 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?
(Tick applicable box)

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

3.8.1 If yes, furnish particulars.

.....

3.9 Have you been in the service of the state for the past twelve months?
(Tick applicable box)

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (close family member, partner or associate) with persons in the service of the state and who may be involved with the evaluation and or Evaluation of this bid?
(Tick applicable box)

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

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you aware of any relationship (close family member, partner or associate) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or Evaluation of this bid?
(Tick applicable box)

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

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?
(Tick applicable box)

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?
(Tick applicable box)

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.
(Tick applicable box)

YES	NO

3.14.1 If yes, furnish particulars:

.....
.....



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

Full Name	Identity Number	Employee Number

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidding Entity

NAME OF BIDDING ENTITY



KGATELOPELE LOCAL MUNICIPALITY
CONTRACT NUMBER: KLM2020/21/021

INVITATION TO CONTRACTORS TO FORM PART OF A FRAMEWORK OF CONTRACTORS TO ASSIST THE KLM BUILT ENVIRONMENT WITH THE CONSTRUCTION, UPGRADE AND REFURBISHMENT WORKS OF VARIOUS INFRASTRUCTURE PROJECTS (BUILDING CONSTRUCTION, CIVIL ENGINEERING, ELECTRICAL ENGINEERING, MECHANICAL ENGINEERING, AND SPECIAL WORKS), ON AN AS-AND-WHEN REQUIRED BASIS FOR THE FINANCIAL YEARS STARTING JULY 2021 TO JUNE 2024 (ONLY CIDB LEVEL 3PE/4 TO 8PE/9)

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

MUST BE COMPLETED FOR THIS

BIDDERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:

1.1 Are you by law required to prepare annual financial Statements?

(Tick applicable box)

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

If yes:

1.1.1 If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act ,Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).

1.1.2 If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984 , prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years must be submitted,(unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).

1.1.3 Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act. Summaries and/or extracts of annual financial statements shall not be acceptable and shall result in the rejection of the bid.



1.2 If your answer to 1.1 above is YES then, did you only commence business within the past three years?
(Tick applicable box)

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

1.2.1 If yes, the bidder is required to submit annual financial statements in compliance with the provisions of 1.1.1 , 1.1.2 and 1.1.3 above for each of its financial years since commencing business.

1.3 If your answers to 1.1 above is NO , un-audited financial statements must be submitted with your bid for the periods specified in 1.1.1, 1.1.2 or 1.2.1 above, as the case may be.

.....

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

(Tick applicable box)

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

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

2.2 If yes, provide particulars.

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

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

(Tick applicable box)

3.1 If yes, furnish particulars.

.....
.....

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

4. Will any portion of goods or services be sourced from outside the Republic and if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

(Tick applicable box)

4.1 If yes, furnish particulars

.....
.....

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

CERTIFICATION



I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



NAME OF BIDDING ENTITY

FORM "D"
KGATELOPELE LOCAL MUNICIPALITY

CONTRACT NUMBER: KLM2020/21/021

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>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?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		



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

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND
 CORRECT.
 I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN
 AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder



NAME OF BIDDING ENTITY

FORM "E"

KGATELOPELE LOCAL MUNICIPALITY

CONTRACT NUMBER: KLM2020/21/021

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Form "E" must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This Form "E" 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 (Form "E") must be completed and submitted with the bid:

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

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



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

KGATELOPELE LOCAL MUNICIPALITY

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;



- (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



NAME OF BIDDING ENTITY

FORM "G"

KGATELOPELE LOCAL MUNICIPALITY

CONTRACT NUMBER: KLM2020/21/021

**DECLARATION FOR MUNICIPAL ACCOUNTS
MUST BE COMPLETED FOR THIS BID**

Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Policy of the KLM, irrespective of the contract value of the bid:

NB: Please note that this declaration must be completed by ALL bidders

- (i). I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- (ii) that at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members to the KLM, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
- (iii). I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (i) above are in arrears for more than three (3) months, the bid will be rejected and the KLM may take such remedial action as is required, including the rejection of the bid and/or termination of the contract.
- (iv) I further declare that copies of any rates and taxes or municipal service charges account/s, will be submitted to the KLM to its satisfaction, **PRIOR** to the commencement with the service/work but not later than 14 days after having been informed of the acceptance of the bid; and that
- (v) I declare that if the bid is awarded to the bidding entity, any moneys due to the bidding entity for services/goods rendered shall be utilised to offset any monies due to a municipality or a municipal entity.
- (vi) The following account/s of the bidding entity has reference:

Municipality

Account number

.....

.....

.....



(NB: If insufficient space above, please submit on a separate page)

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

Bidding entities who operate from informal settlements	
Bidding entities who operate from a property owned by a director / member / partner	
Bidding entities who operate from somebody else's property	
Bidding entities who rent premises from a landlord	
Other (Please specify)	

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.



NAME OF BIDDING ENTITY

FORM "H"

KGATELOPELE LOCAL MUNICIPALITY

CONTRACT NUMBER: KLM2020/21/021

DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 21(1)(d)(ii) of the Supply Chain Management Policy of the KGATELOPELE LOCAL MUNICIPALITY , to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).

- (i). I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- (ii). that at the closing date of the bid, the bidder had no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- (iii). I acknowledge that should it be found that any undisputed commitments for municipal services charges towards a municipality or other service provider in respect of which payment is overdue for more than 30 days, the KLM may take such remedial action as is required.
- (iv). I further declare that copies of any rates and taxes or municipal service charges account/s, will be submitted to the KLM to its satisfaction **PRIOR** to the commencement with the service/work but not later than 14 days after having been informed of the acceptance of the bid: and that
- (v). I declare that if the bid is awarded to the bidding entity, any moneys due to the bidding entity by the KLM for services/goods rendered in terms of this bid shall be utilised to offset any monies due to a municipality or a municipal entity.
- (vi). The following account/s has reference:

Municipality

Accountnumber

.....

.....

.....

Signed at.....this.....day of..... 20....

(NB: If insufficient space above, please submit on a separate page)



PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

Bidding entities who operate from informal settlements	
Bidding entities who operate from a property owned by a director / member / partner	
Bidding entities who operate from somebody else's property	
Bidding entities who rent premises from a landlord	
Other (Please specify)	

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.



NAME OF BIDDING ENTITY

FORM "I" KGATELOPELE LOCAL MUNICIPALITY

SPECIFICATION:

SPECIFICATION AS APPROVED BY THE BID SPECIFICATION COMMITTEE IN TERMS OF REGULATION 27 OF THE SUPPLY CHAIN MANAGEMENT REGULATIONS:

SCOPE OF CONTRACT

C 3.1 PROJECT PURPOSE

The KLM would like to invite contractors to be included into a framework contract, with no guarantee of any quantum of works. The objective is to have a readily available pool of contractors which can be called upon to perform work in the different classes of construction works on an as-and-when basis.

C 3.1.1 BACKGROUND

In an effort to ensure that the city consistently meet its service delivery targets as communicated through the IDP processes, sufficient resources and effective measures need to be put in place. To achieve this, the municipality needs to have a readily available pool of contractors which can be called upon to assist in the roll out of infrastructure projects as and when requested.

In an effort to assist and intervene where there are project delivery challenges, supply chain would like to establish a framework contract with contractors that can be called upon to perform the following classes of work:

- Building related construction (GB)
- Civil Engineering (CE)
- Electrical engineering (EB)
- Electrical Engineering – infrastructure (EP)
- Mechanical Engineering (ME)
- Special Works

C 3.2. OUTCOMES

The project will assist the KLM:

- To improve the overall infrastructure delivery due to availability of capacity to execute projects on time and within budget.

It must be noted that this framework will not replace or duplicate any existing as and when contracts within the KLM but to complement them

New construction projects not covered by existing as-and-when required tenders, **MAY** be implemented using this framework

C 3.3 MINIMUM REQUIREMENTS

Minimum requirements will be based on the evaluation criteria as mentioned in annexure C for functionality. They will not be limited to but include the following:



- **Company's years of experience:**

- ✓ A company must provide a detailed company profile including CIPC documents from which their experience will be evaluated. Experience has to be indicated per specific disciplines.

- **Number of successfully completed projects:**

- ✓ A list of companies / local authorities for whom the bidder has undertaken similar work in the past 5 years, must be provided with the most recently serviced company / local authority being mentioned first and the remainder sequentially in date order. In addition, the bidder is required to specify the nature and value of all work done including contact details, reference letters and completion certificates.

- **Capacity and resources:**

- ✓ The extent of available support personnel a bidder has at any point in time to assist with this field of expertise must be stated. Furthermore, the Bidder must advise on the availability and number of plant and equipment such as computers with e-mail links, fax machines, scanners etc.

C 3.4 GOVERNANCE STRUCTURE

The Database will be managed by Supply Chain in consultation with ALL the relevant User Departments. Supply Chain will implement procedures to split work in a fair and equitable basis within all levels of CIDB grading.

C 3.5 TIMEFRAMES

The general timeframe for the project is as follows:

- In general, the framework expires on 30 June 2022.
- The successful contractor will begin work on the date of written appointment via Instruction to Perform Work which appointment will be valid for a period not exceeding three financial years from date of this agreement, depending on the individual contract period of the agreement date.
- No new work shall be issued within the last 6 months of the contract, unless such projects can be concluded within 12 months.
- In an instance where the work was issued before 6 months of the end of contract and for whatever reason is not concluded the contractor shall be allowed to implement till project end date.



C 3.6 SUBMISSION REQUIREMENTS

To be considered for any one or more of the specific specialized fields, the bidder must be in possession of a relevant qualifications or in the case of a company, must have relevant qualifications amongst its employees. If the specialized field has a governing Council/Authority, registration of such is also compulsory. Proof of qualification of at least three employees and registration of Council must therefore be submitted. Original certified copies will be accepted. In the case of project managers related to specific specialized fields, only the primary qualification of the specified field will be required but proof of similar project management experience will have to be submitted. Failure to submit the required proof with the bid documents will result in the rejection of such bid irrespective whether such bidders are indeed qualified or registered.

A Council may also request further proof of qualification and registration at a later stage when quotations are requested for a specific project. Proof of experience in a specific field or relevant project, may also be a qualifying criteria during the later quotation process (refer to functionality criteria).

The establishment of the Database of contractors will not exclude any User Department from following the normal supply chain management procedures of public tenders to appoint a contractor for any of their projects.

Submission Format

All proposals must be submitted in the form of an A4 bound document, with the reference number clearly annotated on the documentation. It is suggested that proposals be submitted with clearly marked or separated technical segments and financial segments.

The submissions should include the following:

- ✓ The company profile;
- ✓ Certified copies of qualification certificates for key staff;
- ✓ Certificates of entity's registration for relevant discipline;
- ✓ Traceable previous relevant experience;
- ✓ Safety, health, environmental, risk and quality plan;
- ✓ Proof of credit facility or access to finances equivalent to the CIDB grading

Failure to submit the above will render the bid non-responsive.

C 3.7 APPOINTMENT PROCEDURE

The steps below outline the procedure to be followed for establishing the panel and procedure to be followed with each individual appointment.

Step 1 (Put panel (agreements) in place)

- The appointment to be placed on the panel will be based on functionality and B-BBEE as well as other requirements applicable to a specific grade of CIDB and Supply chain management policies.
- The panel will be classified into CIDB grade and class (discipline)

Step 2 (Applications by User Departments)

- The User Department sends service request to Supply Chain for appointment of contractor
- This will need to be based on detailed designs, complete spec, BOQ, specific discipline, estimated contract value and conditions of contract.
- Scope of work, pricing schedule and contract data to be approved by Bid Specification Committee (BSC) or special committee to be established by the Municipal Manager.



- Supply Chain in conjunction with the user department, will send a request to all service providers in the specific discipline and CIDB grade indicating closing date and any returnable documents that may be required clearly outlining which contract will be applicable (contractors will be given up to 30 days to return quotes based on complexity).
- All quotes will be submitted to tender office in a pre-determined tender box, on a specific time and date with normal closing conditions applicable.

Step 3 (Evaluation of bids)

- The bid evaluation will be done in conjunction with the user department as well as SCM based on price and B-BBEE only
- A Bid Evaluation Committee (BEC) report and contract data will be prepared and presented by the client department and closely monitored by Supply Chain to ensure that the item gets concluded speedily

Step 4 (BAC approval)

Once the BEC report is done and recommended to Bid Evaluation Committee (BAC), Supply Chain will then, closely with the user department, ensure that it goes to those committees speedily with the view to finalize the appointment in line with current KLM processes

C 3.8 CONFIDENTIALITY

Over and above the provisions of clause B34 of the general conditions the following will apply:

- In the process of representing the Council in any matter the Bidder will have access to sensitive and confidential information. All information accessed, obtained or collected by the Bidder and/or its employees must at all times be kept confidential and may not be disclosed to any other person without the prior and written authorization of the Council.
- Information may not be used for personal gain by the Bidder or the Bidder's business, any employee, sub-contractor or any agent of the Bidder or any other person, body or organization receiving the information or data through the Bidder, or any of their employees or agents.
- Failure to observe these conditions will constitute a breach of contract, which would result in immediate termination of this contract.

C 3.9 CONFLICTS BETWEEN PROVISIONS IN PROPOSAL DOCUMENTS .

The Terms and Conditions contained in this specification of the bid document will apply over and above the terms and conditions contained in the rest of the bid document and should be interpreted as such. Only in the event that the provisions contained in this bid specifications conflict with the provisions of the General Bid documents the provision of this Bid Specifications shall receive preference.

C 3.10 BIDDERS EVALUATION

Bidders will be evaluated in terms of the Contract Data.

KGATELOPELE LOCAL MUNICIPALITY

CONTRACT NUMBER: KLM2020/21/021

REQUEST BY BIDDER (C4)

REQUEST BY BIDDER TO BE CONSIDERED FOR PLACEMENT ON THE PANEL OF A SPECIFIC FIELD OF EXPERTISE



The below tables need to be completed by all bidders. Also note that proof of CIDB certificate should be attached. Failure to do so will disqualify the bidder for that specific field of expertise. The contact details also have to be provided for the contact person when quotations will be invited by Departments.

BIDDER'S CLASS AND FINANCIAL CAPABILITY (GRADE) FOR PURPOSES OF GROUPING WHEN ISSUING WORKS

Class of Construction Works	Indicate interest (X)	Grade (Bidder to write in applicable grade)
CE (Civil Engineering works)		
EB (Electrical Engineering, building works)		
EP (Electrical Engineering, infrastructure works)		
GB (General building works)		
ME (Mechanical Engineering works)		



CONTACT DETAILS FOR QUOTATION PURPOSES AT A LATER STAGE

Name	Cell No.	Landline	Fax No.	Mail Address

Signature of Bidder _____

Signed at _____ on _____ day of _____



NAME OF BIDDING ENTITY

FORM "J"

KGATELOPELE LOCAL MUNICIPALITY

CONTRACT NUMBER: KLM2020/21/021

VARIATIONS AND OMISSIONS:

The item/s / service/s offered in terms of this contract may be considered as complying with the requirements of the Municipality's specification, in all respects, **except as stated hereunder;**

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AUTHORISED PERSON'S SIGNATURE

DATE



NAME OF BIDDING ENTITY

FORM "K"
KGATELOPELE LOCAL MUNICIPALITY

CONTRACT NUMBER: KLM2020/21/021
SCHEDULE OF PRICES

Step 3 (Evaluation of bids)

- The bid evaluation will be done in conjunction with the user department as well as SCM based on price and B-BBEE only
- A BEC report and contract data will be prepared and presented by the client department and closely monitored by Supply Chain to ensure that the item gets concluded speedily

Step 4 (BAC approval)

Once the BEC report is done and recommended to BAC, Supply Chain will then, closely with the client department, ensure that it goes to those committees speedily with the view to finalize the appointment in line with current KLM processes

Signature of person authorised to sign bid documents

Name in block letters

Designation

Date



FORM "L"

KGATELOPELE LOCAL MUNICIPALITY GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement as contained in the bidding documents, including all attachments and appendices thereto and all documents incorporated by reference therein that comes into existence between the Municipality and the successful bidder on acceptance of the bid by way of a letter of acceptance.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt activities" means any corrupt activities as contemplated in the Prevention and Combating of Corrupt Activities Act 2004 (Act no. 12 of 2004)
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.10 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.11 "GCC" means the General Conditions of Contract .
- 1.12 "FIDIC" means Fédération Internationale des Ingénieurs-Conseils
- 1.13 "JBCC" means Joint Building Contracts Committee
- 1.14 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.15 "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.
- 1.16 "Local content" means that portion of the bidding price, which is not included in the imported content, provided that local manufacture does take place.



- 1.17 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.18 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.19 “Purchaser” means the organization purchasing the goods.
- 1.20 “Republic” means the Republic of South Africa.
- 1.21 “SCC” means the Special Conditions of Contract.
- 1.22 “SCM” means Supply Chain Management.
- 1.23 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.24 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.25 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. **Application**

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

3. **General**

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

4. **Standards**

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



5. **Use of contract documents and information inspection**

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

6. **Patent Rights and Copyright**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity, as provided for in paragraph 35 (4) of the Supply Chain Management Policy.

7. **Performance security**

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

8. **Inspections, tests and analyses**

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



- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. **Packing**

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

10. **Delivery and documents**

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

11. **Insurance**



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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.



15. **Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. **Payment**

- 16.1 All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:
 - An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)
 - An original cancelled cheque (if applicable)
 - An original letter on the bidding entity's letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity
- 16.2 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.3 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and proof of fulfilment of other obligations stipulated in the contract.
- 16.4 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of the documentation referred to in 16.3 above.
- 16.5 Payment will be made in Rand unless otherwise stipulated.



Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

A supplier shall not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a supplier intends subcontracting more than 25% of the value of the contract to any other enterprises that does not qualify for at least the points that such a supplier qualifies for, unless the intended sub-contractor is an exempted micro enterprise that has the capability and ability to execute the sub-contract.

A supplier awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

A supplier awarded a contract in relation to a designated sector, designated in terms of section 9 of the Preferential Procurement Regulations, 2017, or a contract where it is a specific condition that only locally produced services, works or goods or locally manufactured goods with a minimum threshold for local production and content will be considered, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

21. Delays in the supplier's performance

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

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

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, where the supplier's point of supply is not



situated at or near the place where the goods are required, or the supplier's services are not readily available.

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 23.2 In the event that the purchaser lawfully terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser lawfully terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the



first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restrictions

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

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

24. **Antidumping and countervailing duties and rights**

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

25. **Force Majeure**

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

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

26. **Termination for insolvency**

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

27. **Settlement of Disputes**



The settlement of disputes will be in terms of paragraph 50 of the KLM SCM Policy, which provides as follows:

- “50.** (1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes –
- (a) to assist in the resolution of disputes between the municipality and other persons regarding -
 - (i) any decisions or actions taken in the implementation of the supply chain management system; or
 - (ii) any matter arising from a contract awarded in the course of the supply chain management system; or
 - (b) to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.
- (2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.
- (3) The person appointed must –
- (a) strive to resolve promptly all disputes, objections, complaints or queries received; and
 - (b) submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.
- (4) A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –
- (a) the dispute, objection, complaint or query is not resolved within 60 days; or
 - (b) no response is forthcoming within 60 days.
- (5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.
- (6) This paragraph must not be read as affecting a person’s rights to approach a court at any time.

28. **Governing language**

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.

29. **Applicable law**

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

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

29.2 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.

30. **Taxes and duties**

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

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



- 30.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 30.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

31. **Transfer of contracts**

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

32. **Amendment of contracts**

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.

33. **Prohibition of restrictive practices**

- 33.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/ are or a contractor(s) was / were involved in collusive bidding.
- 33.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 33.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



FORM "M"

Kgatelopele Local Municipality SPECIAL CONDITIONS AND UNDERTAKINGS:

- 1 1.1 DEFINITIONS:
 - 1.1.1 "Accounting Officer" in relation to the Municipality, means the Municipal Manager
 - 1.1.2 *Bid* means an offer to supply goods and/or services to the KLM at a specified price or rate;
 - 1.1.3 *Bidder* means any person offering to supply goods and/or services to the KLM;
 - 1.1.4 "CCC" shall mean Customer Care Centre
 - 1.1.5 "CM" shall mean Municipal Manager of KLM appointed in terms of Section 82 of the Local Government: Municipal Structures Act 117 of 1998
 - 1.1.6 *Contractor(s)* means the bidder whose bid has been accepted by the KLM;
 - 1.1.7 *TM* means the *General Manager* of the User Department in the KLM responsible for this bid or her/his duly authorised representative;
 - 1.1.8 "KLM" or *Municipality* shall mean the Kgatelopele Local Municipality;
 - 1.1.9 *Final delivery certificate* means the document issued by the KLM confirming that all the known defects have been rectified and that the works, goods or services appear in good order and have been accepted;
 - 1.1.10 *Letter of acceptance* means the written communication by the KLM to the Contractor recording the acceptance by the KLM of the Contractor's bid subject to the further terms and conditions to be included in the contract;
 - 1.1.11 *Signature date* and in relation to any contract, means the date of the letter of acceptance;
 - 1.1.12 *Termination date* - in relation to any contract means the date therein indicated as the termination date, or the final delivery certificate, the completion certificate or the occupancy certificate which ever is the latter;
 - 1.1.13 *Value added* means that portion of the bid price not constituting the cost of materials;
 - 1.1.14 *Warranties* - means collectively any and all warranties (if any) given by the Bidder in terms of this agreement.
- 1.2 Interpretation:
 - 1.2.1 In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention:-
 - 1.2.2 An expression which denotes-
 - 1.2.2.1 any gender includes the other gender;
 - 1.2.2.2 a natural person includes an artificial or juristic person and vice versa;
 - 1.2.2.3 the singular includes the plural and vice versa;
 - 1.2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
 - 1.2.4 When any number of days is prescribed, such shall be reckoned as calendar days, exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;



- 1.2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

2 GENERAL UNDERTAKINGS BY THE BIDDER

2.1 I/we hereby bid:

- 2.1.1 to supply all or any of the supplies and/or to render all or any of the services described in the attached documents [Forms, Schedule(s), and/or Annexure(s)] to the KLM;
- 2.1.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);
- 2.1.3 at the prices and and/or rates on the terms regarding time for delivery and/or execution inserted therein.

2.2 I/we agree further that:

2.2.1 the offer herein shall remain binding upon me/us and open for acceptance by the KLM during the validity period indicated and calculated from the closing time of the bid.

2.2.2 this bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Schedule(s) and/or Annexure(s) attached hereto with which I am/we are fully acquainted.

2.2.3 notwithstanding anything to the contrary in the Forms, Schedule(s) and/or Annexure(s) attached hereto:

2.2.3.1 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the KLM may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the KLM;

2.2.3.2 in such event, I/we will then pay to the KLM any additional expense incurred by the KLM for having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;

2.2.3.3 the KLM shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;

2.2.3.4 pending the ascertainment of the amount of such additional expenditure the KLM may retain such monies, guarantee or deposit as security for any loss the KLM may sustain, as determined hereunder, by reason of my/our default.

2.2.4 if my/our bid is accepted, that acceptance may be communicated to me/us by letter or facsimile or electronic mail and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax or e-mail has been sent, shall be treated as delivery to me/us.

2.2.5 I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

2.2.6 I/we accept full responsibility for the proper execution and fulfilment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.

2.2.7 Notwithstanding the amount or cause of action involved I hereby consent to the jurisdiction of the Magistrate Court.



GENERAL BID CONDITIONS & DIRECTIVES

- 3 It is a condition of all requests or invitations to bid that Bidders accept, as a condition of bidding, that the obligation rests, without exception, on the Bidder/s to fully acquaint themselves with all requirements and conditions of a request, including, but not limited to, compliance with all policies and legislation to which the KLM adheres.
- 4 Without limiting the generality of the provisions of Clause 3 above, Bidders are required to acquaint themselves and to comply in their bid with the following policy documents of the KLM:
 - 4.1 SUPPLY CHAIN MANAGEMENT POLICY;
 - 4.2 PREFERENTIAL PROCUREMENT POLICY (read with the Preferential Procurement Policy Framework Act, Act No.5 of 2000, and the regulations made in accordance therewith from time to time)Bidders are expressly required to acquaint themselves with the requirements and standards of these and all other applicable policy documents prior to completing and submitting any bids as these policies are deemed to be incorporated into the Conditions of all the KLM's Requests for Bids.
- 4 **Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, shall invalidate this bid. Each and every part of the bid document shall be deemed to be material.**
- 5 **Bid prices must be submitted on the official bid Form “K” – “Schedule of Prices” form, which must be filled in and completed in all respects.**
- 6 Bids must be submitted in sealed envelopes.
- 7 Separate envelopes must be used for each bid invitation.
- 8 The address, bid number and closing date must appear on the front of the envelope.
- 9 The name and address of the Bidder must appear on the back of the envelope.
- 11 **Each bid document is allocated with a certain bid box number in which the bid documents must be deposited and NO bid document found to be deposited in the wrong bid box as specified, subsequent to the closing date and time of the bid, will be considered.**
- 12 **Posted bid documents will not be considered, unless they were received and deposited in the correct bid box, by a Municipality representative, before the closing date and time of the bid. The KLM accepts no responsibility nor liability in this regard for any bid not timeously placed in the correct bid box by such Municipality representative or any person or employee.**
- 13
 - 13.1 All Bidders are advised that it is an express Condition of this bid that all Bidders will be required to furnish proof, on demand, that the Bidder, or in the case of an artificial or juristic person - including its trustees, members or directors as the case may be - are in good standing in respect of any levy, rates, fine, service charge or the like due to the KLM or any other municipality or municipal entity.
 - 13.2 In the event of the Bidder/Contractor not being in good standing and that the Bidder/Contractor is indebted to the KLM, as contemplated in this clause which arises after the signature date and



before final payment has been made to the Contractor, the Contractor hereby consents to the KLM deducting from the amount of the bid awarded such amount/s as may be lawfully owing to the KLM and/or to any CCC located within the area of jurisdiction of the KLM.

13.3 The books and records of the KLM, or any extracts there from certified by the Municipal Manager or other officer authorised thereto by the KLM shall, for the purposes of this clauses be prima facie evidence of the amounts lawfully owing to the KLM.

13.4 For purposes of this clause the term "*in good standing*" means that the Bidder shall not be in any way lawfully indebted to the KLM and/or to any CCC located within the area of jurisdiction of the KLM, and/or that such indebtedness shall not be older than thirty (30) days and/or that the Bidder has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise;

14 In the event that a contract is awarded, the KLM shall accept the bid that scores the highest total number of points, having regard to the provisions of Regulations 5 and 6 of the Preferential Procurement Regulations, 2017, unless objective criteria justify the award to another Bidder as contemplated in Section 2(1)(f) of the Preferential Procurement Policy Framework Act, Act No.5 of 2000. The KLM reserves the right to negotiate additional conditions with the Bidder and/or to award a bid, where it deems appropriate, to more than one (1) Contractor/Bidder.

15 The Bidder undertakes that it will make itself and its members, officials, employees and agents, aware of the appropriate regulations and by-laws of the KLM that might have application on the Bidder's activities in terms hereof.

16 Neither the KLM nor any official in the KLM will be held responsible for loss of a potential opportunity to bid due to the failure of the Bidder to comply with any of the requirements of these instructions, including, but not limited to, the failure to properly describe and/or categorise any requirements.

17 DETAILS OF OFFERS MADE

17.1 The covering letter or other matter submitted with the official bid document may explain, amplify or illustrate, but not replace any part of the official document or the information furnished therein;

17.2 The main offer shall be in accordance with the specifications and alternative offers shall be adequately and clearly described and differentiated, if necessary, by submitting additional schedules or a separate bid document.

17.3 EVALUATION OF BIDS

Bidders' attention is drawn to the fact that the Evaluation of bids will be based on a point system as indicated in Form "A" - "Procurement Form", included in this bid document.

Form "A" – "Procurement Form", must be completed by bidders and submitted together with their bid documents by the closing date and time of the bid.

18. VARIATIONS AND OMISSIONS

Where offers depart from requirements of the specification, such departure shall be fully described on the official bid Form "J" – "Variations and Omissions" document.



GENERAL CONTRACTUAL UNDERTAKINGS

19 QUALITY OF GOODS

Notwithstanding anything to the contrary in this agreement:

- 19.1 The goods to be supplied under the contract are to be, in all aspects, of the best description and according to the sample (if any) and specifications provided.
- 19.2 In every case the goods shall be subject to the inspection and approval of the TM or his duly authorised representative, who shall be at liberty to reject them and in cases of such rejection, the Bidder agrees to be bound by the rejection of the TM or his duly authorised representative.
- 19.3 In the event of the approval of the goods by the said TM or his duly authorised representative and if it is later discovered that the goods are in any way defective, the KLM may reject same, in spite of such approval by its TM or his duly authorised representative.
- 19.4 Tests and analyses may be made as deemed necessary and the cost thereof shall be borne by the KLM provided that the goods are of the stipulated quality, failing which such cost shall be defrayed by the Bidder. The KLM shall have the right to deduct such cost from payments due to the Bidder, or otherwise to recover the same from him.
- 19.5 No second-hand/refurbished materials/parts will be used in the final goods to be delivered by the Bidder, only new materials/parts bearing the SABS mark of quality will be considered.

20 INDEMNITY

20.1 Without prejudice to any of the rights of the KLM arising from any of the provisions of this agreement, the Bidder indemnifies and holds the KLM harmless against all loss, liability, damage, claim, proceeding or expense of any nature whatever (including without limiting the generality of the foregoing all party and party and attorney and client costs incurred by the KLM) which the KLM may suffer as a result of or which may:

20.1.1 be attributable to-

- 20.1.1.1 any liability of the Bidder, whether actual or contingent;
- 20.1.1.2 any liability of the Bidder for taxation, for which purpose the terms "taxation" shall include:
 - 20.1.1.2.1 normal taxation;
 - 20.1.1.2.2 value added tax;
 - 20.1.1.2.3 minimum or secondary taxation on companies;
 - 20.1.1.2.4 all other forms of levies or taxation.
- 20.1.1.3 any penalties or interest as a result thereof.

20.1.2 arise out of or in the course of or by reason of the Bidder's performance in terms of this agreement;

- 20.2 The Bidder undertakes to indemnify the KLM in respect of all actions, prosecutions or claims of any nature that might be brought in any manner against the KLM as a consequence of the negligence of the bidder, its employees, members or any persons under its control;
- 20.3 The Bidder shall not be liable for such liability, loss, damage, claim, proceeding or expense where same was due to any act or neglect of the KLM or any person for whose actions the KLM is legally liable.



21 POWERS OF THE KLM IN THE EVENT OF GOODS BEING DEFECTIVE

- 21.1 In the event of the goods being defective in quantity or quality, it is agreed that, either-
- 21.1.1 the TM shall have power to purchase other goods or make good the deficiency in any manner he may deem fit, and any excess costs so incurred over the contract price, together with all charges and expenses attending the purchase, shall be recoverable from the Bidder; or,
 - 21.1.2 if the KLM so determines, the Bidder shall, at his own expense, replace the affected goods or make good the deficiency at once, or within such period or at such time as the KLM may fix.
- 21.2 Nothing contained in this clause or with regard to delivery conditions, shall prejudice the power of the KLM in terms of clause 23 of the GCC, or of the dispute resolution provisions of this agreement.

22 DELIVERY OF GOODS

- 22.1 The goods shall be delivered, at the Bidder's risk and expense, subject to clause 10 of the GCC, to:
- The Offices of the Kgatelopele Local Municipality,
Baker Streets,
Danielskuil,*
- such other place in the Municipal Area of the KLM as may be specified and at the time/s and in the manner appointed by the TM;
- 22.2 Each delivery must be accompanied by a correct delivery note;
 - 22.3 All invoices (accompanied by TAX invoices) must be forwarded to the KLM without delay, **clearly stating the contract and order numbers.**
 - 22.4 All equipment and material shall be marked with the appropriate contract and order numbers.
 - 22.5 Bidders shall state in their bids as well as on the official Form "I" – "Schedule of Prices" document, the minimum time required to effect delivery of the goods required under this contract, after receipt of official order.
 - 22.6 Delivery shall be made in accordance with the requirements set out in the contract.
 - 22.7 All goods under contract arising from this bid shall be supplied only when ordered upon an official letter or form or order issued by the KLM.

23 RATE OF DELIVERY

As and when required, during the period of this contract.

24 FAILURE TO DELIVER GOODS

- 24.1 In the event-
- 24.1.1 of the Bidder failing to deliver the stipulated quantity of goods of the contract quality at the time and in the manner appointed by the TM, or
 - 24.1.2 of the Bidder, if required to deliver by instalments, failing to deliver any instalment, either in whole or in part, at the time and in the manner appointed by the KLM, or
 - 24.1.3 of the KLM suffering damage by delay while rejected goods are being replaced under Clause 19,
- it is agreed that the Bidder shall pay liquidated damages and not by way of penalty, to the KLM;
- 24.2 Such liquidated damages shall be determined in each case by the Municipal Manager of the KLM and shall be:



- 24.2.1 With regard to 24.1.1: a sum equal to any excess cost incurred by the KLM over the contract price in making good the deficiency in such manner as it may deem fit, together with all charges and expenses connected therewith;
- 24.2.2 With regard to 24.1.2: a sum equal to any excess cost incurred by the KLM over the contract price in making good the deficiency in such manner as it may deem fit, together with all charges and expenses connected therewith;
- 24.2.3 With regard to 24.1.3: a sum not exceeding the actual damage so incurred by the KLM
- 24.3 A certificate by the municipal Manager or his duly authorised representative shall constitute prima facie evidence of the indebtedness of the Contractor.
- 24.4 The Municipal Manager of the KLM shall also determine the manner in which and the time when, such payment of excess costs or damages shall be made and the decision of the municipal Manager of the KLM shall be binding in every case.
- 24.5 Notwithstanding the above, the Bidder shall not be held liable to enforcement of the penalties stated above should such failure be due to *vis major*.

25 SURETY

- 25.1 The Bidder shall, **if it is required of him/her**, provide good and sufficient surety for the due fulfilment of the contract to the satisfaction of the KLM and such surety shall remain in force until the handing over of a final delivery certificate by the KLM
- 25.2 The only surety acceptable to the KLM is cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act. No 94 of 1990) or from an Insurer registered in terms of the Insurance Act, 1998 (Act No. 53 of 1998). Any surety shall be valid for the entire contract period and beyond if required by the KLM

Guarantees will be required as follows: **(AS PER THE APPOINTMENT PROCEDURE AS SET OUT IN THE SCOPE OF WORK)**

CATEGORY	PROJECT VALUE (INCL. OF VAT)	GUARANTEE
A	< R500 000	2,5%
B	R500 001 – R1 000 000	5%
C	R1 000 001 – R2 000 000	7,5%
D	>R2 000 000	10%

- 25.3 Unless otherwise provided for, the security shall be for NIL% of the total value of the bided price;
- 25.4 The cost of obtaining any such surety shall be borne by the Bidder;
- 25.5 The liability under such surety shall terminate upon the issue of a final delivery Certificate
- 25.6 In the event of the bidder providing a cash amount (deposit) or a bank guaranteed cheque from a registered bank drawn in favour of the KLM, the KLM will not be held accountable nor obliged to pay the Bidder interest earned as a result of such action.

26 ACCEPTANCE

- 26.1 Unless otherwise specified in the invitation to bid, **this bid shall remain open for acceptance by the KLM for a period of one hundred and twenty (120) days from the date on which bids are due and during this period the Bidder agrees not to withdraw its bid or impair or derogate from its effect;**
- 26.2 The written approval of this bid by the KLM, by way of letter of acceptance, shall constitute a contract binding on both parties incorporating all the terms and conditions set out in the bid documents and the letter of acceptance;



26.3 Notwithstanding anything to the contrary in this agreement, the contract shall come into existence with effect from the signature date.

27 PRICE

The price and/or rates quoted shall be nett and shall include cost of delivery and shall be quoted inclusive of all taxes **excluding VAT**.

28 GOVERNMENT PRICE CONTROL

- 28.1 Where the price of any item place on contract is controlled by legislation, the contract price shall in the event of any amendment to the price ruling at the time the bid was submitted, be subject to a like increase or decrease as the case may be.
- 28.2 In the event of price control over any item of contract being withdrawn during the currency of the contract, the contract price applicable to such item after the date of such withdrawal shall be the contract price in operation immediately prior to the withdrawal of price control.
- 28.3 Bidders shall, where appropriate, submit with their bid, details of present controlled prices. **Failure to do this, shall render the bid liable to rejection on the grounds of being incomplete.**
- 28.4 **Any subsequent claims for increases in the prices shall be substantiated by documentary proof acceptable to the KLM.**

29 CONTRACT PRICE ADJUSTMENT

Should no price adjustment or variation clauses be included in the bid documents, the prices will be considered as **being firm** and the KLM will not, under any circumstances, accept for it's account, any increase in the prices bided during the duration of the contract.

30 PAYMENT

Payment will be made **within thirty (30) days after goods are supplied and date of invoice**. The KLM may deduct any sum due to it by the Bidder under any of the provisions of this contract from any sum due to the Bidder.

All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:

- An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)
- An original cancelled cheque (if applicable)
- An original letter on the bidding entity's letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity



31 PERIOD OF CONTRACT

This contract is for a period with effect from 1 July 2019 until 30 June 2021

32 ORDERS FOR REQUIREMENTS

During the period of the contract official orders for the Municipality's requirements will be placed with the Bidder/s and the Bidder/s shall only supply the items required under this contract on receipt of such official orders.

33 DISCOUNT

A minimum of 2,5% settlement discount must be allowed on this bid for payment made within 30 days from date of receipt of invoice.

34 CONFIDENTIALITY

- 34.1 It is recorded that the Bidder, by virtue of his/her association with the KLM, will become possessed of and will have access to confidential information belonging to the KLM including, but without limiting the generality of the foregoing, the following matters:
- 34.1.1 the contractual and financial arrangements between the KLM and other Bidders;
 - 34.1.2 the KLM's financial matters;
 - 34.1.3 all other matters which relate to the KLM's business and in respect of which information is not readily available in the ordinary course of business to a competitor.
- 34.2 Notwithstanding the foregoing provisions of this clause, the information referred to therein as confidential information shall cease to be confidential information if:
- 34.2.1 it is publicly available or becomes publicly available other than as a result of a breach of this contract;
 - 34.2.2 it comes or came into the possession of the Bidder other than by virtue of the Bidder's relationship with the KLM.
- 34.3 Having regard to the facts recorded above, the Bidder undertakes that in order to protect the proprietary interest of the KLM in the confidential information-
- 34.3.1 he/she will not during the period that he/she is a Bidder or at any time thereafter, directly or indirectly, either use or disclose any of the confidential information, other than as may be required by his/her contract with the KLM or as may be required to comply with any law or to enforce the Bidder's rights in terms of this contract;
 - 34.3.2 any written or other instructions, drawings, notes, memoranda or records relating to the confidential information which are made by him/her or which come into his/her possession by any means whatever shall be deemed to be the property of the KLM. Such property of the KLM shall be surrendered to the KLM on demand and in any event on the termination date and the Bidder shall not retain any copies thereof or extracts therefrom.
- 34.4 Any action which can be construed as a contravention of the condition referred to in clause 34.3.1 and 34.3.2 above, will expose any bidder to the rejection of his bid by the KLM alternatively the summary termination of any contract entered into.



35 BREACH

- 35.1 Should either the Bidder or the KLM commit a breach of any material provision of this agreement and fail to remedy such breach within fourteen (14) days after receiving written notice from the party aggrieved thereby requiring the defaulting party to do so, then the aggrieved party shall be entitled, without prejudice to the aggrieved party's other rights in law, to cancel this agreement or to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, in either event without prejudice to the aggrieved party's right to claim damages;
- 35.2 Should any party permit a non-material breach of any provision of this agreement and fail to remedy such breach within fourteen (14) days of receiving written notice from any other party to the contract requiring it to do so, then the aggrieved party shall be entitled to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, without prejudice to the aggrieved party's other rights in law, including the right to claim damages.

36 PUBLICITY

None of the parties shall issue any public document or make any press release relating to or arising out of this agreement or its subject matter without obtaining the prior written approval of the KLM, to the contents thereof and the manner of its presentation and publication; provided that such approval shall not be unreasonably withheld or delayed.

37 SEVERABILITY OF THE CONTRACT TERMS

- 37.1 Each provision of this agreement is, notwithstanding the grammatical relationship between that provision and the other provisions of this agreement, severable from the other provisions of this agreement;
- 37.2 any provision of this agreement which is or becomes invalid, unenforceable or unlawful in any jurisdiction shall, in such jurisdiction only, be treated as *pro non scripto* to the extent that it is so invalid, unenforceable or unlawful, without invalidating or affecting the remaining provisions of this agreement which shall remain of full force and effect.
- 37.3 The parties declare that it is their intention that this agreement would be executed without such invalid, unenforceable or unlawful provision if they were aware of such invalidity, unenforceable or unlawful at the execution of this agreement.

38 WAIVER OF RIGHTS

- 38.1 No party's partial exercise of, failure to exercise or delay in exercising any right, power, privilege or remedy in terms of this agreement shall be construed as a waiver by that party;
- 38.2 Such partial exercise or failure shall not operate so as to preclude that party from exercising its rights strictly in accordance with this agreement, unless such party has expressly waived or otherwise foregone its ability to exercise such right, power, privilege or remedy (at all or in part or until after such period of delay) in terms of a written document signed by such party;
- 38.3 In the event of a party having concluded such a written document same shall be strictly construed.

39 CESSION OF RIGHTS

- 39.1 Save as is otherwise expressly stipulated in this agreement, this agreement is personal to the parties;



- 39.2 No party may cede, delegate or assign any of its rights or obligations in terms of this agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed.
- 39.3 Should the KLM be succeeded or replaced by any other entity that entity shall automatically substitute the KLM in this agreement unless the succeeding entity notifies the contractor to the contrary within 120 days, in writing.

39.4 Sub Contracting

For conditions regarding selection of **LOCAL EMERGING SUB-CONTRACTORS** (LES Work), see additional clauses below.

The additional clauses to the General Conditions of Contract are:

Local Emerging Sub-Contractors

The Contractor shall promptly, and in any event within a reasonable time after the Commencement Date, sub-contract a portion of the Works to the value of ten (10) percent of the work specified in the Schedule of Works (excluding preliminary and general costs) (“the LES Work”) to one or more of the local emerging sub-contractors notified by the Employer to the Contract (“the Local Emerging Sub-Contractors”), in strict accordance with, and subject to, the requirements set out in Paragraphs (i) to (x) of this Clause, as follows:

- (i) The Contractor shall select the Local Emerging Sub-Contractor(s) to whom he is to sub-contract the LES Work by means of a competitive bidding process conducted strictly in accordance with the CIDB Standard for Uniformity in Construction Procurement and Best Practice Guidelines January 2009, and in doing so shall exercise all reasonable endeavours to ensure as inclusive and equal a distribution of the LES Work as shall be practicable amongst all the Local Emerging Sub-Contractors, taking into account price, competency and capacity only.
- (ii) The Contractor shall, without reference to the Employer, taking into account only the competencies and capacity of each Local Emerging Sub-Contractor, be free to identify those components of the LES Work that he shall allocate to each Local Emerging Sub-Contractor.
- (iii) Subject to paragraphs (iv) and (vii) of this clause, in the event that the Contractor fails to sub-contract and/or allocate the required quantum of LES Work or any portion thereof in accordance with this clause, the Engineer may either a) apply a penalty equal to 20% of the value of the shortfall, or b) make a determination regarding the setting aside of the LES Work so as to prevent the shortfall.
- (iv) Subject to paragraph (vii) of this clause, and notwithstanding paragraph (iii) of this clause, in the event that the Contractor fails to sub-contract and/or allocate the required quantum of LES Work or any portion thereof in accordance with this clause by reason of his inability to reach agreement on price with one or more of the Local Emerging Sub-Contractor(s), the Engineer may, in his absolute discretion, advise the Employer to allow an increase in the Contractor’s rates to so as to facilitate successful price negotiation. In the event that the Employer refuses to authorize an increase to the Contractor’s rates or, in the event that the authorized increase in rates fails to facilitate successful negotiation between the



Contractor and the relevant Local Emerging Sub-Contractor(s), the Contractor shall be relieved of his obligation to sub-contract the relevant portion of LES Work, always subject to paragraph (vii) of this clause.

- (v) The rates to be applied by the Contractor in the sub-contracts with the Local Emerging Sub-Contractors for the LES Work shall at all times be based strictly on the rates applicable to the Contractor under the Contract, save for any adjustments allowed in terms of paragraph (iv) above.
- (vi) The Contractor shall apply the same rates to each Local Emerging Sub-Contractor in respect of each component of the LES Work, such that, in the event that more than one Local Emerging Sub-Contractor is successfully selected for a single component of the LES Work, the same rates shall apply to each of the selected Local Emerging Sub-Contractors in respect of the said single component.
- (vii) The Contractor shall not be under any obligation to employ a Local Emerging Sub-Contractor against whom the Contractor raises reasonable objection by written notice to the Engineer as soon as practicable, with supporting particulars in writing. In the event of failure on the part of the Contractor to prove reasonable objection to the satisfaction of the Engineer, the Engineer's determination shall be final and binding.
- (viii) The Contractor shall be entitled to include within the Contract Price a maximum management fee of 20% in excess of the rates paid to the Local Emerging Sub-Contractors.
- (ix) When tendering the Contractor shall have exercised all reasonable care not to distort any rates in such a way as to hinder or preclude his obligations under this clause, and, in the event that the Engineer determines the setting aside of the LES Work in terms of paragraph (iii) above, the Contractor shall be prevented from arguing that such LES Work is reserved not to be subcontracted.
- (x) The Contractor shall submit a priced copy of the final agreed version of each proposed sub-contract with a Local Emerging Sub-Contractor ("the Final Draft LES Sub-Contract") to the Employer prior to the execution of such sub-contract. In the event that the Employer, in consultation with the Engineer, deems the price or any other term of any Final Draft LES Sub-Contract to be unduly onerous or unfair to the Local Emerging Sub-Contractor concerned, the Contractor shall modify the price and/or terms in accordance with the Engineer's reasonable instructions.

In sub-contracting the LES Work, the Contractor shall be responsible for performing the LES Work as if he had not sub-contracted. The Contractor shall be liable for the acts and omissions of the employees, sub-contractors and agents of the Local Emerging Sub-Contractors as if they were his own employees, sub-contractors and agents.



40 DOMICILE & NOTICES

40.1 The parties choose their domicile for all purposes relating to this agreement; including the giving of any notice, the payment of any sum, the serving any process, as follows-

40.1.1 THE KGATELOPELE LOCAL MUNICIPALITY

Physical - *The Offices of the Municipal Manager
Kgatelopele Local Municipality,
222 Baker Streets,
Danielskuil,*

40.1.2 [THE BIDDER / CONTRACTOR] (PROVIDE DETAILS OF BIDDING ENTITY)

Physical Address

Postal Code

Postal Address

Postal Code

Fax Number

40.2 Each party shall be entitled from time to time, by giving written notice to the others, to vary its physical domicile to any other physical address (not being a post office box or Post Restante) within the Republic or to vary its postal domicile or its facsimile domicile to any other within the Republic.

40.3 Any notice given or any payment made by any party to any other ("addressee") which is-
40.3.1 delivered by hand between the hours of 08h00 and 16h15 on any business day to the addressee's physical domicile for the time being, shall be deemed to have been received by the addressee at the time of delivery;

40.3.2 posted by registered post to the addressee's postal domicile for the time being, shall be presumed to have been received by the addressee on the fourteenth day after date of posting.

40.4 Any notice given by any party to any other which is sent by facsimile to the addressee's facsimile domicile for the time being shall be deemed to have been received by the addressee on the day immediately succeeding the date of successful transmission thereof.

40.5 This domicile clause shall not operate so as to invalidate the giving or receipt of any notice which is actually received by the addressee other than by a method referred to in this clause.

40.6 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.



41 TOTALITY OF AGREEMENT

This agreement constitutes the sole record of the agreement between the parties in relation to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. This agreement supersedes and replaces all prior commitments, or representations, whether oral or written, between the parties in respect of the subject matter hereof.

42 APPLICABLE LAW

This contract shall be governed by the laws of the Republic of South Africa and notwithstanding the amount or cause of action involved and the rights of either party to approach any other court having jurisdiction, the parties consent to the jurisdiction of, the Magistrates Court .

43 DEFAULT/CANCELLATION OF BID AND/OR CONTRACT

Should it appear to the KLM that the Bidder is not executing the contract in accordance with the true intent and meaning thereof, or that the Bidder is refusing or delaying the execution of the contract or is not carrying on the work at such rate of progress as to ensure delivery by the date of delivery or, in the event of default by the Bidder, then in any of such event the KLM may give notice in writing to the Bidder to make good the failure or default, and should the Bidder fail to comply with the notice within the period specified therein, then and in such case the KLM shall, without prejudice to any of its rights under the contract, be at liberty forthwith to perform such work as the Bidder may have neglected to do, or to take the contract wholly or in part out of the Bidder's hands and order from any other person. The Bidder shall be responsible for any loss the KLM may sustain by reason of such action as the KLM may take in terms of this clause.

44 PACKING

All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading.

Unless otherwise specified, packing cases and packing materials are included in the contract price and shall be and remain the property of the KLM.

45 FALSE INFORMATION

Should it come to the attention of KLM that false information has been given in whatever way with the intention of the Bidder/Contractor to position himself/herself to be awarded the bid/contract or in respect of the performance of the contract, the KLM holds the right to disqualify the bid and/or terminate the contract.

46 LABOUR CONDITIONS

The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectoral determination in terms of the Basic Conditions of Employment Act, No 75 of 1997.



FORM – “N”

CONTRACT FORM - RENDERING OF SERVICES

Kgatelopele Local Municipality
CONTRACT NUMBER: KLM2020/21/021

PART 1 (TO BE COMPLETED BY THE SUCCESSFUL BIDDER AFTER AWARD OF CONTRACT)

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

1. I hereby undertake to render services described in the attached bid documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the tendered price/s. My offer/s remain binding upon me and open for acceptance by the **KLM** during the validity period indicated and calculated from the closing date of the bid.
2. The bid documents shall be deemed to form and be read and construed as part of this agreement:
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) tendered cover all the services specified in the bid documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

<p>WITNESS:</p> <p>1</p> <p>DATE:.....</p>
--



FORM – “N”
CONTRACT FORM - RENDERING OF SERVICES

Kgatelopele Local Municipality
CONTRACT NUMBER: KLM2020/21/021

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE COMPLETED BY THE KLM)

1. I..... in my capacity as
..... accept your bid under reference number
..... dated.....for the rendering of services indicated
hereunder and/or further specified in the annexure(s).

2. I undertake to make payment for the services rendered in accordance with the terms and conditions
of the contract, within 30 (thirty) days after receipt of an invoice.

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

SIGNED ATON.....

NAME (PRINT) SIGNATURE.....

OFFICIAL STAMP

WITNESS:

1

DATE:.....



PACKAGING OF THE DOCUMENT (RETURNABLES)

GENERAL INFORMATION OF THE COMPANY

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

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

Type of Firm (tick)

Partnership	One Person Firm	Closed Corporation	Pty Limited
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ATTACH VALID DOCUMENTS FOR THE FOLLOWING INFORMATION:



All supporting documents listed in the table below to be attached behind this page.

Item	Tick if included
1. COPY OF YOUR COMPANY REGISTRATION DOCUMENT (Ownership of the Firm (please provide copy of original certificate of shareholding with stamp from registrar of companies)	
2. PROOF OF CENTRAL SUPPLY DATABASE REGISTRATION	
3. COPY OF BBBEE CERTIFICATE	
4. TAX CLEARANCE CERTIFICATE OR PIN	
5. VAT REGISTRATION NUMBER (attach valid original clearance certificate)	
6. PROOF FROM DEPARTMENT OF LABOUR FOR COMPLIANCE TO EMPLOYMENT EQUITY	
7. SIGNED J/V AGREEMENT SUBMITTED (Where applicable).	
8. COPY OF MUNICIPAL RATES AND TAXES STATEMENT (which is not older than three (03) months) or LEASE AGREEMENT or LETTER FROM TRIBAL AUTHORITY	



CORE FUNCTION

DESCRIPTION (I.e. Water, Roads and Stormwater, Structural, Survey, Electrical, etc)

Only for the co-function selected or tendered for;

- The tender document still to be submitted as one document.
- All the relevant and valid supporting documents to be attached.
- Each bidder to clearly indicate which core function/s they are tendering for.
- One company may submit only for a maximum of three core functions.
- The key staff information per core function may repeat where necessary.
- Use separators with for each and every section.

PREVIOUS ENTITY'S EXPERIENCE IN THE CORE FUNCTION SELECTED

- Attach maximum of 9 supporting documents
- The supporting documents (Appointment Letters and Completion Certificates) must clearly show the client, amount and completion date.
- Only supporting documents which are 5 years old or less will be considered.
- Attachment must be in the order of the one with the highest amount

Fill in the following table and attach the documents in the same order as listed.

COMPLETED PROJECTS			
No.	Client	Amount (Rands)	Completion Date (DD/MM/YYYY)
1			
2			
3			
4			
5			



6			
7			
8			
9			

INFORMATION AND VALID SUPPORTING DOCUMENTS FOR THE KEY STAFF

1. Project Director

Criteria	Please complete this section
Name and surname of responsible person	
Highest qualification received	
Institution Attended	
Professional Registration Number	
Date of registration	
Years of Experience	

Attach valid certified copies of the following at back of this sheet:

- ID document
- CV (max 4 pages)
- Relevant qualification
- Copy of professional registration



INFORMATION AND VALID SUPPORTING DOCUMENTS FOR THE KEY STAFF

2. Contracts Manager

Criteria	Please complete this section
Name and surname of responsible person	
Highest qualification received	
Institution Attended	
Professional Registration Number	
Date of registration	
Years of Experience	

Attach valid certified copies of the following at back of this sheet:

- ID document
- CV (max 4 pages)
- Relevant qualification
- Copy of professional registration



INFORMATION AND VALID SUPPORTING DOCUMENTS FOR THE KEY STAFF

3. Project Manager/Technician

Criteria	Please complete this section
Name and surname of responsible person	
Highest qualification received	
Institution Attended	
Professional Registration Number	
Date of registration	
Years of Experience	

Attach valid certified copies of the following at back of this sheet:

- ID document
- CV (max 4 pages)
- Relevant qualification
- Copy of professional registration

BANK RATING

Tick the correct one and attach the letter indication the bank rating from the bank, with a bank stamp.

BANK RATING	
A	
B	
C	



LOCALITY

Fill in the table below and attach the proof of address.

Tick Yes or NO

Location	Yes	No
Within Kgatelopele Local Municipality		
Within the ZF Mgcawu District Municipality		
Within Northern Cape Province		
Outside Northern Cape Province		

Fill in with the correct information

Office Physical Address	
Local Municipality	
District Municipality	
Province	