



**NTABANKULU LOCAL MUNICIPALITY
BID DOCUMENT**

BID NO: NLM/TS/SDD/2025/2026

BID DESCRIPTION: SUPPLY AND DELIVERY OF DIESEL FOR A PERIOD OF TWELVE MONTHS.

CLOSING DATE AND TIME: 12H00, 09 JUNE 2026

**ISSUED BY: NTABANKULU LOCAL MUNICIPALITY
NO 85 MAIN STREET
NTABANKULU
5130**

TEL : (039) 258 0056

Further technical enquiries should be directed to: [Mr. S. Ndiki at 060 973 8676 or xuzuy@ntabankulu.gov.za](mailto:xuzuy@ntabankulu.gov.za) and procurement or SCM enquiries should be directed to [Mr.N.Dinwayo at dinwayon@ntabankulu.gov.za](mailto:dinwayon@ntabankulu.gov.za) / Cell no. [0827889641](tel:0827889641) during office hours i.e. 08h00 and 16h30

NAME OF BIDDER:
.....

BID AMOUNT (IF APPLICABLE):

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC), AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

Prohibitions on awards to persons in the service of the state is applicable (as defined in section 44 of the Local Government: Municipal Finance Management Act, 2003; Municipal Supply Chain Management Regulations)

SERVICE PROVIDER CONTACT AND BUSINESS DETAILS:

THE FOLLOWING PARTICULARS MUST BE FURNISHED. A FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED. THE PARTICULARS FURNISHED BELOW WILL BE USED FOR COMMUNICATION WITHOUT FURTHER CONFIRMATION OF THE CORRECTNESS.

NAME OF BIDDER	
POSTAL ADDRESS	
PHYSICAL/STREET ADDRESS	
CONTACT PERSON in full (professional status)	
TELEPHONE NUMBER	CODE: NO.
CELLPHONE NUMBER	
FAX NUMBER	CODE: NO.
EMAIL ADDRESS	
CSD NUMBER	
VAT REGISTRATION NO.	

DETAILS OF BIDDING ENTITY'S BANK ACCOUNT (COMPULSORY)

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

Signature of Bidder: _____

Date: ____/____/20____

IT IS COMPULSORY TO COMPLETE THE MANDATORY INFORMATION REQUIRED BELOW:

- | | | |
|---|-----|----|
| 1. AS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE HAS BEEN SUBMITTED? (MBD 2) | YES | NO |
| 2. HAS B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) | YES | NO |

2.1 IF YES, WHO ISSUED THE CERTIFICATE? (TICK ONE OF THE OPTIONS BELOW)

- 2.1.1 AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
- 2.1.2 A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR
- 2.1.3 A REGISTERED AUDITOR

- | | | |
|--|-----|----|
| 3. DID YOU ATTEND THE COMPULSORY BRIEFING SESSION OR SITE MEETING, IF APPLICABLE | YES | NO |
| 4. HAS AN AUTHORISED SIGNATORY BEEN APPOINTED (if so, attach letter) | YES | NO |

SIGNATURE OF BIDDER _____

DATE: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED _____

INDEX

NO.	DESCRIPTION	FORM NUMBER	PAGE NUMBERS
1	Bid notice and invitation to bid	MDB 1	5-7
2	Tax Clearance Certificate Requirements	MDB 2	8
3	Pricing Schedule – Firm Prices (Purchases)	MBD3.1	9
4	Declaration of Interest	MBD 4	10-12
5	Preference Points Claim Form	MBD 6.1	13-18
6	Contract Form – Purchase of Goods/Works	MBD7.1	24-25
7	Declaration of Bidder's Past Supply Chain Management Practices	MBD 8	26-27
8	Certificate of Independent Bid Determination	MBD 9	28-30
9	General Conditions of Contract		31-53
10	Special conditions of the contract and specifications of the required motor vehicle		54-55



BID NOTICE AND INVITATION TO BID

BID NO. NLM/TS/SDD/2025/2026

SUPPLY AND DELIVERY OF DIESEL FOR A PERIOD OF TWELVE (12) MONTHS

Proposals are hereby invited by Ntabankulu Local Municipality from suitably qualified and competent Service Providers to provide the following services for a period of twelve (12) months as tabled below:

Project name	Contract no.	Typical project description	Date of compulsory clarification session	Closing Date of Tender and Time	Preference points system
Supply and delivery of diesel for a period of twelve (12) months	NLM/TS/SDD/2025/2026	Low sulphur diesel	19 May 2026 at 10H00 at Ntabankulu LM	09 June 2026 at 12H00 at Ntabankulu LM	80/20

The minimum specifications are detailed in the Bid document. **Punctuality will be adhered to. Briefing session will strictly be 30 minutes. The briefing session will be conducted at Ntabankulu Local Municipality Town Hall, within the municipal premises. A representative can only sign for one company.**

NB: DR08019 (Phuthi To Ntabankulu) is under construction and bidder should anticipate delays.

Bid documents may be obtained from the Ntabankulu Local Municipality **Website after compulsory briefing Session.**

Bids are to be completed in accordance with the conditions attached to the Bid document and must be sealed and indorsed with the relevant bid number and must be deposited in the official bid box clearly marked **“Supply and delivery of diesel for a period of twelve (12) months**

NLM/TS/SDD/2025/2026” in the main entrance of the Ntabankulu Local Municipality at ERF 85 Main Street, Ntabankulu 5130, at which bids will be opened in public. Bids shall be valid for a period of 90 days after the closing date of the submission of bids. **Under no circumstances will late tenders be accepted.**

Service providers are requested to attach the following mandatory documents for their bids on the pages indicated in the bid document:

- MBD 3.1, 4, 6.1, 8 & 9 (Signed after the date of the Advert)
- Proof of company registration
- Original Certified ID copies for the entity owner/s

NB. All certification must not be more than 3 months old and must be in its original format.

- Proof of municipal rates clearance for the company and director of the company or a signed lease agreement by both parties and confirmation that there is no billing where the entity is based.
- All prospective service providers are required to apply on Central Supplier Database in order to do business with all organs of the State in the Republic of South Africa at <https://secured.csd.gov.za>. Non-registration will be regarded as non-responsive and be disqualified from the bid. A copy of the CSD must be attached.

NB: Tender documents must be filled/completed in its original format with a black pen; no copies will be accepted. Failure to submit the mandatory document will deem the tender non-responsive and it will not be evaluated further.

Stage 1. Functionality will be evaluated based on the following criteria and bidders who failed to score a minimum functionally assessment of 70% will be considered non-responsive and will not be evaluated further.

Supply and delivery of diesel NLM/TS/SDD/2025/2026”

CRITERIA	VALUE 1-5	MAXIMUM POSSIBLE SCORE
Relevant entity experience	Max 5	40
Relevant equipment	Max 5	50
Methology	Max 5	10
TOTAL		100

Where: 1=Poor, 2=Acceptable, 3=Good, 4=Very good and 5 =Excellent

STAGE 2:

PRICE AND SPECIFIC GOALS (80:20)

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Business owned by ≥ 50% black people	4	
Business owned by 0% ≤ and < 50% black people	1	
Business owned by ≥ 50% women	3	
Business owned by 0% ≤ and < 50% women	1	

Business owned by $\geq 50\%$ Youth (age ≤ 35 years on the closing date)	5	
Business owned by $0\% \leq$ and $< 50\%$ Youth (age >35 years on the closing date)	3	
Business owned by People with Disability / Military veteran	2	
Small Enterprise (SMME Category – QSE/EME)	2	
Promoting Locality - Business located within Ntabankulu	4	
Promoting Locality - Business located in Alfred Nzo District	3	
Promoting Locality - Business located in Eastern Cape	2	
Promoting Locality - Business located in South Africa	1	

The provisions of the Preferential Procurement Regulations 2022 and the Municipal SCM Policy will apply. NTABANKULU LOCAL MUNICIPALITY reserves the right not to accept the lowest tender or any tender. Late, incomplete, telegraphic, or facsimile tenders will not be considered. The Council is not bound to accept the lowest or any proposal and reserves the right to accept the whole or part of the proposal or any tender or to furnish reasons for its decisions. Further technical enquiries should be directed to

Mr. S Ndiki at ndikis@ntabankulu.gov.za or **060 9738 676** and procurement or SCM enquiries should be directed to **Mr. N. Dinwayo** at dinwayon@ntabankulu.gov.za or **082 788 9641** during office hours i.e. between 08h00 and 16h30.

Issued by: I.Sikhulu-Nqwena- Municipal Manager

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR...**90**...DAYS FROM THE CLOSING DATE OF BID.

ITEM NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
			R

**** (ALL APPLICABLE TAXES INCLUDED)**

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

***Delivery: Firm/Not firm**

- **Delivery basis**

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

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

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars

¹MSCM Regulations: "in the service of the state" means to be –

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

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

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.
.....

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

3.11.1 If yes, furnish particulars.....

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

3.12.1 If yes, furnish particulars.....

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

3.13.1 If yes, furnish particulars.....

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

3.14.1 If yes, furnish particulars:.....

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, (NAME) _____ THE UNDERSIGNED
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I
ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AS WELL AS THE APPLICABLE PROVISIONS OF THE SUPPLY CHAIN MANAGEMENT POLICY OF THE MUNICIPALITY.

1. GENERAL CONDITIONS

1.1 The following preference point systems apply to all bids:

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

1.2 The value of this bid is estimated to less than R50 000 000 (all applicable taxes included) and, therefore, the **80/20** system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS	
1.3.1.1	PRICE	80
1.3.1.2	SPECIFIC GOALS	<u>20</u>
Total points for Price and Specific must not exceed		100

1.4 The purchaser, being the Municipality of Ntabankulu or any agency, body or the like established by it, 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. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will 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 Specific Goals.
- 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 Specific Goals, the successful bid will 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

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

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

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 Specific Goals

5.1 Specific goals for the tender and points claimed are indicated per the table below.

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

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

Stage 2: Price and Specific Goals

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Business owned by ≥ 50% black people	4	
Business owned by 0% ≤ and < 50% black people	1	
Business owned by ≥ 50% women	3	
Business owned by 0% ≤ and < 50% women	1	
Business owned by ≥ 50% Youth (age ≤ 35 years on the closing date)	5	
Business owned by 0% ≤ and < 50% Youth (age >35 years on the closing date)	3	
Business owned by People with Disability / Military veteran	2	
Small Enterprise (SMME Category – QSE/EME)	2	
Promoting Locality - Business located within Ntabankulu	4	
Promoting Locality - Business located in Alfred Nzo District	3	
Promoting Locality - Business located in Eastern Cape	2	
Promoting Locality - Business located in South Africa	1	

NTABANKULU LOCAL MUNICIPALITY reserves the right not to accept the lowest tender or any tender. Late, incomplete, telegraphic, or facsimile tenders will not be considered. The Council is not bound to accept the lowest or any proposal and reserves the right to accept the whole or part of the proposal or any tender or to furnish reasons for its decisions.

6. SUB-CONTRACTING

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

6.1.1 If yes, indicate:

(i) What percentage of the contract will be subcontracted? _____ %.

(ii) the name of the sub-contractor? _____ . (iii) the

Specific goals points of the sub-contractor? _____ . (iv) whether the sub-

contractor is an EME? YES/ NO (delete which is not applicable)

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm : _____

7.2 VAT registration number : _____

7.3 Company registration number _____

7.4 TYPE OF COMPANY/ FIRM

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

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

7.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Other service providers, e.g. transporter, etc.
- (TICK APPLICABLE BOX)

7.7 TOTAL NUMBER OF YEARS THE COMPANY HAS BEEN IN BUSINESS? _____

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in 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, being the NTABANKULU LOCAL MUNICIPALITY, 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. _____

DATE: ____/____/20____

SIGNATURE(S) OF BIDDER

ADDRESS: _____

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to NTABANKULU MUNICIPALITY in accordance with the requirements and specifications stipulated in bid number **BID NO: NLM/BTO/PPGCFARIA/2025/2026**

1. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);

- Preference claims for Broad-Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
 (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due 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

WITNESSES	
1
2.
---	---

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I..... in my capacity as..... accept your bid under reference number **BID NO: BID NO: NLM/BTO/PPGCFARIA/2025/2026** at dated..... for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating delivery instructions is forthcoming.
2. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED AT	ON.....	WITNESSES 1. 2. DATE
NAME (PRINT)		
SIGNATURE		
OFFICIAL STAMP <div style="border: 1px solid black; width: 300px; height: 80px; display: inline-block; vertical-align: middle;"></div>		

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **BID NO: NLM/BTO/PPGCFARIA/2025/2026**

7. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

8. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (iv) Bidding documents, viz
 - Invitation to bid
 - Tax clearance certificate
 - Pricing schedule(s)
 - Filled in task directive/proposal
 - Preference claims in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - Special Conditions of Contract;

- (v) General Conditions of Contract; and
- (vi) Other (specify)

9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
12. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1

2

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

3. I..... in my capacity
as..... accept your bid under reference number **BID NO: NLM/BTO/PPGCFARIA/2025/2026** dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
4. An official order indicating service delivery instructions is forthcoming.
5. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	PREF POINTS CLAIMED FOR HDIs	PREF POINTS CLAIMED FOR RDP GOALS

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

....

2

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- ~~3 The bid of any bidder may be rejected if that bidder, or any of its directors have:~~

- a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- b. been convicted for fraud or corruption during the past five years;
- c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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 DEECLARATION FORM TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

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

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

Page

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (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.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

NTABANKULU LOCAL MUNICIPALITY

GENERAL CONTRACT CONDITIONS

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to municipal bids, contracts and orders;
- (ii) To ensure that prospective tenderers or bidders are familiar with the rights and obligations of all parties involved in doing business with the municipality;

- (iii) To set out the conditions applicable to all tenders or bids submitted to the municipality in response to an invitation to submit a tender, bid or quotation, as may be applicable:

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean the feminine and neuter.

- Any specification issued by the municipality for the supply of goods or services is subject to the relevant terms and conditions contained herein.
- These General Conditions of Contract will form part of all bid documents.
- Special Conditions of Contract (SCC) relevant to a specific bid, will be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

A. CONDITIONS APPLYING TO ALL SPECIFICATIONS

All specifications for goods and services to be procured by the municipality shall, except where otherwise stated in any specific specification, be subject to the following requirements and conditions:

1. Functionality

Where functionality is utilized as an evaluation criterion, no tender will be regarded as an acceptable tender if it fails to achieve the minimum stipulated qualifying score for functionality and only tenders that have achieved this score will be evaluated further in terms of the preference point systems referred to below.

2. 80/20 Preference Point System

2.1 The under-mentioned preference points evaluation system for the acquisition of services, works or goods up to a Rand value of R50 000 000 (all applicable taxes included) will be applied with regard to the evaluation of tenders falling within this threshold amount:

- (i) the following formula will be used to calculate the points for price in respect of tenders (including price quotations) with a Rand value up to a Rand value of R50 000 000 (all applicable taxes included):

$$\left(1 - \frac{Pt - Pmin}{\quad} \right)$$

Pmin)

Ps = 80

Where Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

In the event of all tenders received exceeding the estimated Rand value of R50 000 000, the tender invitation will be cancelled, provided that, if one or more of the acceptable tenders received are within the aforesaid threshold of R50 000 000, all tenders received will be evaluated in accordance with this preference point sy

(ii) subject to subparagraph (iii), points must be awarded to a tenderer for attaining the Specific goals points of contributor in accordance with the following table:

Stage 2: Price and Specific Goals

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Business owned by $\geq 50\%$ black people	4	
Business owned by $0\% \leq$ and $< 50\%$ black people	1	
Business owned by $\geq 50\%$ women	3	
Business owned by $0\% \leq$ and $< 50\%$ women	1	
Business owned by $\geq 50\%$ Youth (age ≤ 35 years on the closing date)	5	
Business owned by $0\% \leq$ and $< 50\%$ Youth (age >35 years on the closing date)	3	
Business owned by People with Disability / Military veteran	2	

Small Enterprise (SMME Category – QSE/EME)	2	
Promoting Locality - Business located within Ntabankulu	4	
Promoting Locality - Business located in Alfred Nzo District	3	
Promoting Locality - Business located in Eastern Cape	2	
Promoting Locality - Business located in South Africa	1	

NTABANKULU LOCAL MUNICIPALITY reserves the right not to accept the lowest tender or any tender. Late, incomplete, telegraphic, or facsimile tenders will not be considered. The Council is not bound to accept the lowest or any proposal and reserves the right to accept the whole or part of the proposal or any tender or to furnish reasons for its decisions.

3. 90/10 Preference Point System

3.1 The under-mentioned preference points evaluation system for the acquisition of services, works, or goods with a Rand value above R50 000 000 (all applicable taxes included) will be applied to the evaluation of tenders above this threshold amount:

- (i) the following formula will be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where Ps = Points scored for comparative price of tender or offer under consideration;
Pt = Comparative price of tender or offer under consideration; and
Pmin = Comparative price of lowest acceptable tender or offer.

- (ii) subject to subparagraph (iii), points must be awarded to a tenderer for attaining the Specific goals points of contributor in accordance with the following table:

Stage 2: Price and Specific Goals

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Business owned by $\geq 50\%$ black people	4	
Business owned by $0\% \leq$ and $< 50\%$ black people	1	
Business owned by $\geq 50\%$ women	3	
Business owned by $0\% \leq$ and $< 50\%$ women	1	
Business owned by $\geq 50\%$ Youth (age ≤ 35 years on the closing date)	5	
Business owned by $0\% \leq$ and $< 50\%$ Youth (age > 35 years on the closing date)	3	
Business owned by People with Disability / Military veteran	2	
Small Enterprise (SMME Category – QSE/EME)	2	
Promoting Locality - Business located within Ntabankulu	4	
Promoting Locality - Business located in Alfred Nzo District	3	
Promoting Locality - Business located in Eastern Cape	2	
Promoting Locality - Business located in South Africa	1	

NTABANKULU LOCAL MUNICIPALITY reserves the right not to accept the lowest tender or any tender. Late, incomplete, telegraphic, or facsimile tenders will not be considered. The Council is not bound to accept the lowest or any proposal and reserves the right to accept the whole or part of the proposal or any tender or to furnish reasons for its decisions.

- (iii) a maximum of points may be allocated under subparagraph (ii);
- (iv) the points scored by a tenderer in respect of the points of specific goals contemplated in subparagraph (ii) must be added to the points scored for price as calculated in accordance with subparagraph (i).

3.2 In the event of all tenders received being equal to, or below R50 000 000, the invitation to tender will be withdrawn and all tenders received shall be regarded as having been cancelled provided that, If one or more of the acceptable tenders received are above the prescribed threshold of R 50 000 000, all tenders received will be evaluated in accordance with this preference point system.

3.3 The Specific goals points attained by a tenderer must be used to determine the number of points contemplated in subparagraph 3.1 (ii) above.

4. Local Production

4.1 Where, in the case of tenders in designated sectors, local production and content is of critical importance, it shall be a specific condition of tender that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content, will be considered.

4.2 The exchange rate to be used for the calculation of local content or local production referred to in subparagraph 1 will be the exchange rate published by the South African Reserve Bank at 12:00 on the date, one week (7 calendar days) prior to the closing date of the invited bid;

4.3 Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x will be used to calculate local content in accordance with the following formula:

$$= 1 - \frac{LC \quad X}{y} \times 100$$

Where

- x imported content
- y bid price excluding value added tax (VAT)

and the prices referred to in the determination of x will be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid;

7. Specific goals

7.1 Where a bidder is required to attain a specified specific goal or goals other than contracting with historically disadvantaged persons and implementing Reconstruction and Development Programmes in order to qualify for the award of a contract, such bidder must provide the required information to enable the bid evaluation committee to determine whether or not such specific goal or goals will be attained by the bidder concerned in the event of him/her or it being awarded the relevant contract.

8. Miscellaneous conditions

8.1 Only tenderers who have completed and signed the declaration part of any tender documentation will be considered when tenders are evaluated.

8.2 When comparative prices must be calculated, any discounts that have been offered unconditionally will be taken into account.

8.3 A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment to a tenderer in respect of an accepted tender is effected.

8.3 Bid evaluation points scored will be rounded off to the nearest 2 decimal places.

8.4 Equal point scoring:

- (i)** In the event that two or more tenders score equal total points, the successful tender will be the one scoring the highest number of preference points for Specific goals;
- (ii)** However, when functionality is part of the evaluation process and two or more tenders have scored equal points including equal preference points for Specific goals, the successful tender will be the one scoring the highest score for functionality;
- (iii)** Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots in accordance with the applicable regulations of the municipality.

9. Cancelling a tender

9.1 The accounting officer may, prior to the award of a tender, by notice in the media in which the original tender was advertised, cancel such tender if, due to changed circumstances, there is no longer a need for the services, works or goods requested or if funds are no longer available to cover the total envisaged expenditure or if no acceptable tenders are received.

10. Declarations

A tenderer must -

(a) declare that the information provided in a tender document is true and correct;

(b) declare that the signatory to a tender document is duly authorized; and

- (c) undertake to submit documentary proof regarding any tendering issue when required to the satisfaction of the municipality.

11. Remedies

11.1 A tenderer who submits a tender acknowledges thereby that:

- (a) The municipality will, upon detecting that the B-BBEE status level of contribution has been claimed or obtained by a tenderer on a fraudulent basis or any of the conditions of a contract awarded to such tenderer or contractor have not been fulfilled, act against such tenderer or person awarded the ensuing contract.
- (b) The municipality may, in addition to any other remedy it may have against the person contemplated in subparagraph (a)-
 - (i) disqualify the person concerned from participating in any future tender process with the municipality;
 - (ii) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) cancel the relevant contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (c) The municipality may restrict a tenderer or contractor, its shareholders and directors, or only the shareholders and directors, as the case may be, who acted on a fraudulent basis in connection with a tender, from obtaining business from the municipality for a period not exceeding 10 years, provided that, before exercising this right, the municipality shall give the persons or parties concerned an opportunity to make representations and be heard in defence of such contemplated action; and
- (d) The municipality may refer any fraudulent action on the part of a tenderer or contractor or any party aforesaid to the South African Police Services with a view to criminal prosecution.
- (e) Where a tenderer or contractor is restricted in terms of subparagraph (c), the accounting officer will forward the relevant details to National Treasury for inclusion in the Central Database of Restricted Suppliers.
- (f) The municipality will check the National Treasury's database prior to awarding any contract to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with the public sector;
- (g) The municipality will reject any bid from a bidder -

- (i) if any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months; or
 - (ii) who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that bidder that performance was unsatisfactory;
- (e) The municipality will reject a recommendation for the award of a contract if the recommended bidder, or any of its directors, committed a corrupt or fraudulent act in competing for the particular contract;
- (f) The municipality will cancel a contract awarded to a person if -
- (i) such person committed any corrupt or fraudulent act during the bidding process or the execution of the contract; or
 - (ii) an official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of the contract that benefited that person; and
- (g) The municipality will reject the bid of any bidder if that bidder or any of its directors -
- (i) has abused the supply chain management system of the municipality or has committed any improper conduct in relation to such system;
 - (ii) has been convicted for fraud or corruption during the past five years;
 - (iii) has willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years;
 - (iv) has 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); and
 - (v) who, in terms of any applicable law, is required to be in possession of a current licence, registration certificate or authority to submit a bid in response to a bid invitation by the municipality.
- (h) The municipality will reject a bid from any bidder who failed to attend a compulsory site meeting or briefing session relative to a particular invitation to bid.

B. GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
- ~~5. Use of contract documents and information; inspection~~

6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

1. **Definitions**

1. The following terms shall be interpreted as indicated:

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

- 1.2 **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form (form of Offer and Acceptance) signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. It is the amount stipulated in the form of offer by the bidder.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignee’s store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **”Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation

costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the Elundini Municipality or any other agency or body on whose behalf it has been authorized to procure goods and services and includes the accounting officer of this municipality or his nominee.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 **“State”** includes the municipality;
- 1.26 **“Written” or “in writing”** means handwritten 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, 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 supplies, 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 With certain exceptions, invitations to bid are only published in the local press or accessed electronically or in hard copy form from the municipality upon payment of any prescribed fee.

4. Standards

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

5. Use of contract documents and information and also 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 insofar as may be necessary for purposes of such performance.

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

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

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

6. Patent rights

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

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 in SCC.

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 supplies to be produced or services to be rendered should, at any stage during production or execution or on completion, be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the municipality or an organization acting on behalf of the municipality.

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

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

8.7 Any contract supplies may, on or after delivery, be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a)** performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b)** furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c)** furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information about 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 in SCC.

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 in SCC 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 in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1** The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2** The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3** Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an acceptable invoice or claim by the supplier.
- 16.4** Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1** Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1** No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1** The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1** The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's 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** No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4** The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5** 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 21.2 without the application of penalties
- 21.6** Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer will, at the discretion of the Accounting Officer, 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 Accounting Officer / Authority actively associated.

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less

than five years and not more than 10 years. The National Treasury is empowered to determine the period

of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase.

When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1** If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2** If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3** Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4** Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5** Notwithstanding any reference to mediation and/or court proceedings herein:
- (a)** the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b)** the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1** Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a)** the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b)** the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Before the award of a bid, the municipality must have a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 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 (or bid rigging).

34.2 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 the Competition Act No. 89 of 1998.

34.3 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.

TABLE OF CONTENTS**PAGE**

1. Introduction/background	3
2. Specification for supply and delivery of diesel	3
3. Agreement	3
4. Financial arrangements	3
5. Service Provider`s Requirement s	4
6. Instruction for Supply Pricing Information	4
7. Submissions of quotation	4
8. Costs for preparing the quotation	4
9. Evaluation of quotation	4-7
10. Ethics Clauses/Corrupt practices	7
11. Cancellation of the bid procedure	8

1. Introduction and Background

Ntabankulu Local Municipality is calling upon experienced, competent and qualified service providers for supply and delivery of diesel for fueling of power back-up generators for a period of twelve (12) months as and when need arise.

2. Specification for supply and delivery of diesel

The institution has four (4) sites with power back-up generators that require supply, delivery and filling with low sulphur diesel **as and when need arise**.

Location and generator diesel tank sizes are illustrated in the table below:

Item	Location of Generator	Generator Tank Size
1	Erf 85/ Municipal offices in Ntabankulu Town	670l
2	MPCC in Ntabankulu town	200l
3	New Traffic Offices in Ntabankulu Town	300l
4	Old Traffic Offices in Ntabankulu Town	180l

3. Agreement

The services will be rendered in accordance with the set deliverables in Service Level Agreement (SLA) that will be entered to by the Municipality and a successful bidder.

4. Financial Arrangements

- Payments for services rendered shall be made upon the satisfaction of receipt of appropriate invoices.
- Payment is made within thirty (30) days from the date of receipt of invoice by the municipality.

5. Service Provider`s Requirements

Bidders must submit the following mandatory documents with their bid document:

- Valid SARS Tax compliance pin
- MBD 3.1, 4, 6.1, 8 & 9 (Signed after the date of the Advert)
- Proof of company registration
- Original Certified ID copies for the entity owner/s

NB. All certification must not be more than 3 months old and must be in its original format.

- Proof of municipal rates clearance for the company and director of the company or a signed lease agreement by both parties and confirmation that there is no billing where the entity is based.
- All prospective service providers are required to apply on Central Supplier Database in order to do business with all organs of the State in the Republic of South Africa at <https://secured.csd.gov.za>. Non-registration will be regarded as non-responsive and be disqualified from the bid. Central Supplier Database report must be submitted.

NB. Tender documents must be filled/completed in its original format; no copies will be accepted.

Failure to submit the mandatory documents will deem the tender non-responsive and it will not be evaluated further.

6. Instruction for Supplying Pricing Information

- You are requested to submit a breakdown of your pricing and cost components for your services set out by the NLM.
- You are requested to submit a price per litre which is inclusive of supply, delivery and filling power back-up generators.

7. Submission of quotations

Quotations must be submitted in English.

All quotations must be received before the deadline specified in the tender advert/ request for quotation advert.

The envelope should carry the following information:

a) The address for submission of tender/quotation is indicated below.
 Ntabankulu Local Municipality, Erf 85, Main Street, Ntabankulu, 5130

b) The name and request for quotation number/bid number in which the bidder is responding to.
 Any infringement of these rules (e.g unsealed and not clearly marked envelope) is to be considered a breach of the rules and will lead to rejection of the quotation/ tender.

8. Costs for preparing the quotation/tender

No cost incurred by the bidder in preparing and submitting the quotation shall be reimbursed. All such costs shall be borne by the bidder. If proposed key personnel were to be interviewed. All costs shall be borne by the bidder.

9. Evaluation criteria

9.1. Stage 1: Functionality evaluation

Functionality will be evaluated based on the following criteria and tenderers who fail to score a minimum functionally assessment of 70% will be considered non-responsive and will not be evaluated further.

Relevant Experience	Points	Max Points
Supply and delivery of fuel or any supply and delivery services for an amount of not less than fifty thousand rands (R50 000.00). Service providers should also include the name of service rendered with traceable references of their listed services.		40 points
A maximum of four (4) appointment letters and referral letters.		
<ul style="list-style-type: none"> 4 appointment letters and referral letters 	40	Poin
<ul style="list-style-type: none"> 3 appointment letters and referral letters 	ts 30	Poin
<ul style="list-style-type: none"> 2 appointment letters and referral letters 	ts 20	Poin
<ul style="list-style-type: none"> 1 appointment letter and referral letter 	ts 10	Point
	s	

<p>Relevant Equipment</p> <ul style="list-style-type: none"> • Ownership of vehicle for pulling diesel tanker • Ownership of diesel tanker • Ownership of tanker truck • Hiring of vehicle for pulling diesel tanker • Hiring of diesel tanker • Hiring of tanker truck 	<p>25 25 50</p> <p>10 10 20</p> <p>points points points</p> <p>points points points</p>	<p>50 points</p>
<p>Methodology with clear transportation, filling of diesel and turn- around times</p> <ul style="list-style-type: none"> • Methodology with clear transportation, filling of diesel and turn- around time of 1-2 hours • Methodology with clear transportation, filling of diesel and turn- around time of 2-4 hours • Methodology with clear transportation, filling of diesel and turn- around time of beyond 4 hours 	<p>10 points</p> <p>5 points</p> <p>0 points</p>	<p>10 points</p>
<p>Total</p>		<p>100 Points</p>

9.2 Stage 2: Price and Specific Goals

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Business owned by $\geq 50\%$ black people	4	
Business owned by $0\% \leq$ and $< 50\%$ black people	1	
Business owned by $\geq 50\%$ women	3	
Business owned by $0\% \leq$ and $< 50\%$ women	1	
Business owned by $\geq 50\%$ Youth (age ≤ 35 years on the closing date)	5	
Business owned by $0\% \leq$ and $< 50\%$ Youth (age > 35 years on the closing date)	3	
Business owned by People with Disability / Military veteran	2	
Small Enterprise (SMME Category – QSE/EME	2	
Promoting Locality - Business located within Ntabankulu	4	
Promoting Locality - Business located in Alfred Nzo District	3	
Promoting Locality - Business located in Eastern Cape	2	
Promoting Locality - Business located in South Africa	1	

The provisions of the Preferential Procurement Regulations 2022 will apply.

NTABANKULU LOCAL MUNICIPALITY reserves the right not to accept the lowest tender or any tender. Late, incomplete, telegraphic, or facsimile tenders will not be considered. The Council is not bound to accept the lowest or any proposal and reserves the right to accept the whole or part of the proposal or any tender or to furnish reasons for its decisions.

9.3. Confidentiality

The entire evaluation procedure from the drawing up of the short-list to the signature of the contract is confidential. The evaluation/adjudication committee's decisions are collective and its deliberations are held in closed sessions. The members of the evaluation/adjudication committees are bound to secrecy.

The evaluation reports and written records in particular are for official use only and may be communicated to neither the bidders nor to any party other than the contracting authority

10. Ethics Clauses/Corruptive Practices

- a) Any attempt by a bidder to obtain confidential information, enter into lawful agreements with competitors or influence the evaluation/adjudication committee or the contracting authority during the process of examining, clarifying, evaluating, comparing and adjudication bid will lead to the rejection of its bid and may result in administrative penalties.
- b) The bidder must not be affected by any potential conflict of interest.
- c) Ntabankulu Local Municipality reserves the right to suspend or cancel funding to this project, if corrupt practices of any kind are discovered at any stage of the award process or during the implementation of a contract if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act related to the award of a contract or implementation of a contract already concluded with the contracting authority.
- d) Bids will be rejected or contract terminated if it emerges that the award or execution of a contract has given rise of unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any identified or commissions paid to a company which has every appearance of being a front company.

Failure to comply with one or more of the ethics clauses may result in the exclusion of the bidder or contract from other community contracts and in penalties.

11. Cancellation of the Bid Procedure

In the event of cancellation of the bid procedure, bidders will be notified of the cancellation by the contracting authority. If the bid procedure is cancelled before the envelopes of any bid has been opened, the unopened and sealed envelopes will be returned to the bidders.

Cancellation may occur when

- The bid procedure has been unsuccessful, ie no qualitatively or financially worthwhile bid has been received or there is no response at all
- The economic or technical data the project has been fundamentally altered
- Exceptional circumstances or *force majeure* render normal performance of the contract impossible
- All technically complaint bids exceed the financial recourses available
- There have been irregularities in the procedure, where these have prevented fair competition.

In no event shall the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a bid even if the contracting authority has been advised of the possibility of damages.

The publication of a procurement notice does not commit the contracting authority to implement the programme or project announced.
