



LEKWA LOCAL MUNICIPALITY

TENDER NO: BID NO. DTS 07/2023/2024

APPOINTMENT OF SERVICE PROVIDER FOR SOURCING OF FUNDS AND IMPLEMENTATION OF ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS AT RISK FOR A PERIOD OF 36 MONTHS

NAME OF TENDERER:.....

CENTRAL SUPPLIER DATABASE (CSD): MAAA.....

TAX COMPLIANCE STATUS (TCS) PIN NO:

TELEPHONE NO:.....

TELEFAX NO:.....

E-MAIL ADDRESS:.....

ADDRESS:
.....
.....

Issued on behalf

of: Municipal

Manager

Lekwa Local Municipality

ADDRESS: P.O Box 66

STANDERTON

2430



LEKWA LOCAL MUNICIPALITY

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Check list for compulsory returnable documents

NO	DOCUMENT NAME	INCLUDED IN THE PUBLISHED BID DOCUMENT	RETURNABLE
1.	SARS Pin?	No	Yes
2.	Have you submitted CSD Registration Report?	No	Yes
3.	Have you submitted copy of Company Registration	No	Yes
4.	Have you submitted the Business/ Company Profile	No	Yes
5.	Have you submitted copies of Municipal Accounts/ Lease Agreement/ Tribal Authority confirmation letter for the company and the owner(s)/ Director(s) not older than 3 months and not in areas	No	Yes
6.	Have you submitted original certified ID copy(ies) of owner(s)/ Director(s)	No	Yes
7.	Have you submitted the certified copy of the Letter of Good Standing (Compensation for Occupational Injuries and Diseases Act 130 Of 1993) COIDA issued by the Dept of Labour	No	Yes
8.	Have you submitted the Professional and Public Indemnity insurance cover	No	Yes
9.	Have you submitted the certified copy of the Engineer's Government Certificate of Competency (GCC) Certificate in terms of General Machinery Regulation 2 (GMR); Appointment of Competent Person(s) for Plant and Machinery; Section 43 of The Occupational Health And Safety Amendment Act issued by The Chief Inspector from The Department of Labour as a Certificated Electrical/Mechanical Engineer	No	Yes
10.	Have you submitted the certified copy of Proof of Registration as an Energy Services Company (ESCO) with South African National Energy Development institute (SANEDI)	No	Yes
11.	Have you submitted the certified copy of the Electrical Contractor Registration Certificate for the company registered with Dept. of Labour in terms of Regulation 6(4) of The Occupational Health and Safety Amendment Act	No	Yes

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/MUNICIPAL ENTITY)					
BID NUMBER:	BID NO. DTS 07/2023/2024	CLOSING DATE:	07 December 2023	CLOSING TIME:	12h00
DESCRIPTION:	APPOINTMENT OF SERVICE PROVIDER FOR SOURCING OF FUNDS AND IMPLEMENTATION OF ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS AT RISK FOR A PERIOD OF 36 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENT MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Supply Chain Management Unit					
Lekwa Local Municipal					
Cnr DrBeyers Naude & Mbonani Mayisela					
P.O . Box 66					
Standerton, 2430					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> YES <input type="checkbox"/> NO		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> YES <input type="checkbox"/> NO	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?	<input type="checkbox"/> YES <input type="checkbox"/> NO		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS OFFERED?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	

SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	BTO (SCM)	INFRASTRUCTURE	Electrical network.....
CONTACT PERSON	M.Masuku	CONTACT PERSON	MM Mabunda
TELEPHONE NUMBER	072 327 0891	TELEPHONE NUMBER	072 356 0242
E-MAIL ADDRESS	mmasuku@lekwalm.gov.za	E-MAIL ADDRESS	mmabunda@lekwalm.gov.za

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BIDS SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED AND FILLED IN BLACK PEN – (NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS:	
2.1.	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2.	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3.	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA
2.4.	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5.	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6.	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7.	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), ACSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICA REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3.ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BID WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE

SIGNATURE OF THE BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

DATE:.....



LEKWA LOCAL MUNICIPALITY

Tenders are hereby invited for the following Office: Infrastructure Services

TENDER NO.: BID NO. DTS 07/2023/2024

APPOINTMENT OF SERVICE PROVIDER FOR SOURCING OF FUNDS AND IMPLEMENTATION OF ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS AT RISK FOR A PERIOD OF 36 MONTHS

Adjudication:

Tenders will be evaluated using functionality evaluation criteria of **100 points** of which the bidder is required to score the minimum of **70 points** in order to be considered for further evaluation. Tenders will be evaluated using the 80/20 Preference Point System which awards **80 points for Price** and **20 points for attaining specific points:**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Previously disadvantaged individuals	2	4		
Women	2	4		
Disabled	2	4		
Youth	2	4		
Local Labour	2	4		

Documents Collection: Documents can be downloaded from the e-portal.

Technical Enquiries: MM Mabunda
Tender Documents: M.Masuku

Tel: 0723560242
Tel: 0723270891

Documents will be Available on the website: As from the 06th of November 2023 on www.lekwalm.gov.za

Closing Date: 07 December 2023 Time: 12:00

Tender boxes are situated at Records section at the Main Building, Cnr. Dr Beyers Naude & Mbonani Mayisela Streets, Standerton 2430. **Tender box is accessible Monday to Friday from 08h00 to 16h00.**

COMPULSORY TENDER DOCUMENTS:

1. Proposal.
2. Tax Clearance Certificate / Tax Compliance Status documents with Pin. Each company within the Joint Venture / Consortium must submit Tax Clearance Certificate or a copy of Tax Compliance Status document with Pin and VAT certificate if applicable.
3. Copy of Company Registration Documents.
4. Certified copies of all Directors ID's and certified Shareholder Certificates.
5. Authority of Signatory must be completed and signed, in case of a business not sole proprietor or one-person business or board of directors Resolution Authorizing Signature to sign off the Bid Documents (original or certified).
6. Copy of latest municipal account which is not more than 3 months old at the time of closing this tender. The bidding entity as well as all its directors must submit a Municipal account which is not more than three (3) months in arrears Or valid lease agreement which is on the name of the entity. If the director is leasing, they must also provide a valid lease agreement on their names.
 - 6.1 If the business operates from the different address as per CIPC document, an affidavit that justifies the new address must be provided.
7. CIDB Grading of 6 or higher on the relevant field. (EP).
8. Central Supplier Database (CSD) Registration Report.
9. Bidders must submit the relevant copy of Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993). A Letter of Good standing certificate must be submitted.
10. Professional Indemnity and Public Indemnity cover.
11. Certified copies of Professional Registration Certificates / memberships (Refer to page 37)
12. If a bid is submitted by a Joint Venture, a copy of the JV Agreement and Board of Resolution between the Parties must be submitted as well as all of the above compulsory returnable documents inclusive of MBD forms, which include declaration of interest.

BIDDING TENDER CONDITIONS:

- Central Suppliers Database with Effect from 1 July 2016 @ www.csd.gov.za as per National Treasury Instruction No.4 A of 2016/2017 National Treasury Supplier Database, organs of state must ensure that suppliers awarded business with the State, excluding instances mentioned in paragraph 3.3, are registered on the CSD prior to award letter/purchase order/signed contract being issued.
- Tenders by joint ventures are to be accompanied by the Document Formation of the joint venture, duly registered and authenticated by a Notary Public or other official deputized to witness sworn statements. This document must precisely define the conditions under which the joint venture will function, the period for which it will function, the persons authorized to represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full appraisal of its functioning, including a clause to the effect that the members of the joint venture are jointly and severally bound.
- No late tender will be accepted.
- Telefax or e-mail tenders will not be accepted.
- Tenders may only be submitted on the bid documents as provided by Lekwa Local Municipality.
- Bid to be completed in black ink and not with pencil or correction pen (tippex) as the tender will be regarded as invalid bids.
- In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature of the authorized person at each and every alteration
- The Municipality reserves the right to reject the Bid if corrections are not made in accordance with the above.
- No page(s) may be removed from the original document.
- Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document.
- The lowest or any tender will not necessarily be accepted, and Lekwa Local Municipality reserves the right to accept a tender in whole or in part.
- The validity period for this tender in ninety (90) days.
- The Municipality reserve the right to negotiate a fair market related price with recommended bidders after a competitive bidding process or price quotations.
- The Municipality reserves the right to appoint and not to appoint.
- All tender prices must be inclusive of VAT for all registered VAT vendors.
- The bid will be evaluated on an 80/20 principle where 80 points will be price and 20 points for specific points.
- Tender documents may be downloaded from website at www.lekwalm.gov.za
- Bidders who did not comply with any other requirements as set out in the tender specifications.
- Bidders whose proposal has not been deposited at the given closure date and time.
- Bidders who have any directors in the employment of the state.
- Bidders whose directors are listed on the register of defaulters.
- Bidders must ensure that they comply with (Regulation 8) of the Preferential Procurement Regulations, 2022 which makes provision for the promotion of local production and content where applicable.
- NEC or FIDIC form of contract will be utilized to manage this contract once funding has been secured.

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 bidder are required to complete in full the attached 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.

DECLARATION OF INTEREST (must be completed) (circle appropriate)

1. No bid will be accepted from persons in the service of the state. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with this document.**

2.1 Full Name of Supplier or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means – member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces
- (iv) a member of the board of directors of any municipal entity;
- (v) an official of any municipality or municipal entity
- (vi) 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);
- (vii) a member of the accounting authority of any national or provincial public entity; or
- (viii) 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 enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....

.....
.....

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Peral Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE MUNICIPALITY MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

1 Are you by law required to prepare annual financial statement for auditing? ***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2 Do you have any outstanding undisputed commitments for Municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

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

2.2 If yes, provide particulars.

.....

.....

* Delete if not applicable

3 Has any contract been awarded to you by any organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish particulars.

.....

.....

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

***YES / NO**

4.1 If yes, furnish particulars.

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Previously disadvantaged individuals	2	4		
Women	2	4		
Disabled	2	4		
Youth	2	4		
Local Labour	2	4		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

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

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>	Yes <input type="checkbox"/>	No <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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Position

Name of Bidder

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM 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

.....
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 *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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.

Position

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

LEKWA LOCAL MUNICIPALITY

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

Position

Name of 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.
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

Js9141w 4

Position

Name of Bidder

TENDER NO.: BID NO. DTS 07/2023/2024

APPOINTMENT OF SERVICE PROVIDER FOR SOURCING OF FUNDS AND IMPLEMENTATION OF ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS AT RISK FOR A PERIOD OF 36 MONTHS

1. LIST OF SHAREHOLDERS BY NAME, PERCENTAGE OF BUSINESS / ENTERPRISE OWNED AND RESIDENTIAL ADDRESS

Full Name	Identity (ID) Number	% of Ownership	Residential Address

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

TENDER NO.: BID NO. DTS 07/2023/2024

APPOINTMENT OF SERVICE PROVIDER FOR SOURCING OF FUNDS AND IMPLEMENTATION OF ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS AT RISK FOR A PERIOD OF 36 MONTHS

ATTACH TO THIS PAGE

CERTIFIED COPIES OF THE FOLLOWING:

- **COMPANY REGISTRATION DOCUMENTS**
 - **DIRECTORS ID COPIES**
 - **SHAREHOLDER CERTIFICATES**
 - **JV AGREEMENT**
 - **CONSORTIUM AGREEMENT**

TENDER NO.: BID NO. DTS 07/2023/2024

APPOINTMENT OF SERVICE PROVIDER FOR SOURCING OF FUNDS AND IMPLEMENTATION OF ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS AT RISK FOR A PERIOD OF 36 MONTHS

AUTHORITY OF SIGNATORY (COMPULSORY)

Please note that the sole proprietors or “one-person business” are not required to submit an official and duly signed authority of signatory.

Signatories for close corporations and companies shall confirm their authority by signing on behalf of the company/firm **by attaching to this page** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

Printed on company letterhead:

“By resolution of the board of directors passed on _____20_____

Mr. _____

has been duly authorized to sign all documents in connection with the bid for

Tender _____ No _____

and any Contract, which may arise there from on behalf of

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

AS WITNESSES: 1 _____

2 _____

10. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific points 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 specific points contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) Disqualify the person from the bidding process;

(b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; 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 forward the matter for criminal prosecution

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

TENDER NO.: BID NO. DTS 07/2023/2024

APPOINTMENT OF SERVICE PROVIDER FOR SOURCING OF FUNDS AND IMPLEMENTATION OF ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS AT RISK FOR A PERIOD OF 36 MONTHS

ATTACH TO THIS PAGE

**ORIGINAL OR CERTIFIED COPY OF THE
FOLLOWING:**

- **AUTHORITY OF SIGNATORY**
- **BOARD OF RESOLUTION IF JV**

TENDER NO.: BID NO. DTS 07/2023/2024

APPOINTMENT OF SERVICE PROVIDER FOR SOURCING OF FUNDS AND IMPLEMENTATION OF ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS AT RISK FOR A PERIOD OF 36 MONTHS

ATTACH TO THIS PAGE

**ORIGINAL OR CERTIFIED COPY OF THE
FOLLOWING:**

- TAX COMPLIANCE STATUS – PIN
- VAT REGISTRATION

TENDER NO.: BID NO. DTS 07/2023/2024

APPOINTMENT OF SERVICE PROVIDER FOR SOURCING OF FUNDS AND IMPLEMENTATION OF ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS AT RISK FOR A PERIOD OF 36 MONTHS

ATTACH TO THIS PAGE

ORIGINAL COPY OF THE FOLLOWING:

- **FULL CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT**

TENDER NO.: BID NO. DTS 07/2023/2024

APPOINTMENT OF SERVICE PROVIDER FOR SOURCING OF FUNDS AND IMPLEMENTATION OF ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS AT RISK FOR A PERIOD OF 36 MONTHS

- **VALID CIDB GRADING 7 EP OR HIGHER**

TENDER NO.: BID NO. DTS 07/2023/2024

APPOINTMENT OF SERVICE PROVIDER FOR SOURCING OF FUNDS AND IMPLEMENTATION OF ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS AT RISK FOR A PERIOD OF 36 MONTHS

ATTACH TO THIS PAGE

**ORIGINAL OR CERTIFIED COPY OF THE
FOLLOWING:**

- **WORKMENS COMPENSATION FUND
(COIDA) CERTIFICATE
(Letter of Good Standing)**

TENDER NO.: BID NO. DTS 07/2023/2024

APPOINTMENT OF SERVICE PROVIDER FOR SOURCING OF FUNDS AND IMPLEMENTATION OF ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS AT RISK FOR A PERIOD OF 36 MONTHS

ATTACH TO THIS PAGE

**ORIGINAL OR CERTIFIED COPY OF THE
FOLLOWING:**

- **PROFESSIONAL INDEMNITY INSURANCE**
- **PUBLIC INDEMNITY INSURANCE**

TENDER NO.: BID NO. DTS 07/2023/2024

APPOINTMENT OF SERVICE PROVIDER FOR SOURCING OF FUNDS AND IMPLEMENTATION OF ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS AT RISK FOR A PERIOD OF 36 MONTHS

ATTACH TO THIS PAGE

CERTIFIED COPY OF THE FOLLOWING:

- **BIDDING ENTITY MUNICIPAL ACCOUNTS**
- **DIRECTORS MUNICIPAL ACCOUNTS**

(Not in arrears for more than 3 months or Valid Lease Agreement which is in the name of the Business and / or Directors and stipulate the responsibility of payment of municipal services)

APPOINTMENT OF SERVICE PROVIDER FOR SOURCING OF FUNDS AND IMPLEMENTATION OF ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS AT RISK FOR A PERIOD OF 36 MONTHS

1. FUNCTIONALITY EVALUATION CRITERIA

THE BIDDER MUST OBTAIN A MINIMUM SCORE OF 80 POINTS TO QUALIFY FOR FURTHER PRICE EVALUATION

FUNCTIONALITY	DESCRIPTION	POINTS
1. Overall Quality of the Technical proposal	<p>Clear presentation of the proposals that meet the scope and needs of the municipality</p> <p>(Project methodology and implementation plan with clear activities, milestones, timelines, deliverables, detailed description of the services, technologies and systems being offered including financial proposal, installation guarantees, efficiency of the technologies, and detailed project costs,)</p> <p>Breakdown of scoring:</p> <ul style="list-style-type: none"> -Project methodology and implementation plan with clear activities, = 5 points -milestones, = 3 points -timelines, = 3 points -deliverables, = 3 points -detailed description of the services, = 4 points -technologies and systems being offered including financial proposal, =5 points -installation guarantees, = 3 points -efficiency of the technologies, = 3 points and -detailed project costs = points 5 	35
2. Company Experience	<p>Portfolio of evidence supporting previous involvement in providing similar services. (Attach Appointment Letters with Completion Certificates/Reference Letters as proof of experience on similar projects)</p> <ul style="list-style-type: none"> - 8 or more similar projects =35 points - 6 to 7 similar projects =20 points - 4 to 5 similar projects =15 points - 2 to 3 similar projects =10 points - 1 similar project =5 points - 0 similar projects =0 points 	35
3. Technical expertise	Attach CV's and Qualifications of key personnel to be involved in the project.	

	<ul style="list-style-type: none"> ○ ECSA Registered Engineer (5 points) Minimum Qualifications: Bsc/Btech Electrical/Mechanical Engineering Professional registration: ECSA registration as Professional Engineer Minimum Experience in similar work: 3 years ○ Certified Measurement & Verification Professional CMPP (5 points) Measuring and Verification Professional (CMVP) qualifications accredited with Association of Energy Engineers (AEE) Minimum Experience in similar work: 3 years ○ Project Manager (5 points) Minimum Qualifications: Project Management Certificate/Diploma Professional registration: Project Management South Africa Minimum Experience in similar work: 3 years ○ Certified Energy Manager (CEM) (5 points) Certificate of competency qualifications accredited with Association of Energy Engineers (AEE) as a Certified Energy Manager (CEM) 	20
4. Monitoring and Maintenance Plan	Provide a clear detailed 3-year monitoring and maintenance plan for all the proposed measures Break down	10
Total Points		100
Minimum Threshold		80

Note: Service Provider to be recommended based on functionality scoring. Bidder to score highest functionality points will be recommended.

***** THE BIDDER MUST OBTAIN A MINIMUM SCORE OF 80 POINTS TO QUALIFY**

The different types professional bodies that would also be considered on functionality are as follows:

1. Engineering Council of South Africa – ECSA
2. The South African Council for the project and construction management professionals (SACPCMP)
3. Association of Construction Project Managers (ACPMP)
4. Association of Energy Engineers (AEE)
5. The Institute of Information Technology Professionals South Africa (IITPSA)
6. Institute of Electrical and Electronics Engineers (IEEE)
7. The South African Council for the Quantity Surveyors Professional (SACQSP)
8. Project Management South Africa (PMSA)
9. Council the Built Environment (CBE)

TENDER NO.: BID NO. DTS 07/2023/2024

APPOINTMENT OF SERVICE PROVIDER FOR SOURCING OF FUNDS AND IMPLEMENTATION OF ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS AT RISK FOR A PERIOD OF 36 MONTHS

ATTACH TO THIS PAGE

- **PROPOSAL**

TENDER NO.: BID NO. DTS 07/2023/2024

APPOINTMENT OF SERVICE PROVIDER FOR SOURCING OF FUNDS AND IMPLEMENTATION OF ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS AT RISK FOR A PERIOD OF 36 MONTHS

ATTACH TO THIS PAGE

- **COMPREHENSIVE COMPANY PROFILE**

TENDER NO.: BID NO. DTS 07/2023/2024

APPOINTMENT OF SERVICE PROVIDER FOR SOURCING OF FUNDS AND IMPLEMENTATION OF ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS AT RISK FOR A PERIOD OF 36 MONTHS

2. STAFFING PROFILE

Provide information on Key Staff you are intent to utilize on this Contract should it be awarded to you.

Name	Position Held	Qualifications	Experience

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

TENDER NO.: BID NO. DTS 07/2023/2024

APPOINTMENT OF SERVICE PROVIDER FOR SOURCING OF FUNDS AND IMPLEMENTATION OF ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS AT RISK FOR A PERIOD OF 36 MONTHS

ATTACH TO THIS PAGE

- KEY STAFF CV'S
- QUALIFICATIONS
- PROFESSIONAL REGISTRATION BODIES

(Compulsory: Qualifications & Pr. Registration Memberships must be certified)

TENDER NO.: BID NO. DTS 07/2023/2024

APPOINTMENT OF SERVICE PROVIDER FOR SOURCING OF FUNDS AND IMPLEMENTATION OF ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS AT RISK FOR A PERIOD OF 36 MONTHS

3. RELEVANT EXPERIENCE IN SIMILAR PROJECTS

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and / or which is similar with regard to type of work).

Description of Services	Value (VAT excl.)	Year (s) executed	Reference	
			Organization	Name & Tel no

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

TENDER NO.: BID NO. DTS 07/2023/2024

APPOINTMENT OF SERVICE PROVIDER FOR SOURCING OF FUNDS AND IMPLEMENTATION OF ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS AT RISK FOR A PERIOD OF 36 MONTHS

ATTACH TO THIS PAGE

- APPOINTMENT LETTERS
- COMPLETION CERTIFICATES

TENDER NO.: BID NO. DTS 07/2023/2024

APPOINTMENT OF SERVICE PROVIDER FOR SOURCING OF FUNDS AND IMPLEMENTATION OF ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS AT RISK FOR A PERIOD OF 36 MONTHS

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

APPOINTMENT OF SERVICE PROVIDER FOR SOURCING OF FUNDS AND IMPLEMENTATION OF ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS AT RISK FOR A PERIOD OF 36 MONTHS

1. SCOPE OF WORKS

- 1.1.** The scope of contract calls for the Appointment of a Service Provider(s) to undertake fundraising at risk for Municipal key catalytic projects as well as implementation of the projects thereafter should funds be secured.
- 1.2.** The tender will be advertised every three years.

2. LEGISLATIVE PROVISIONS

All works to be undertaken under the Contract shall be compliant in accordance and / or governed by:

- 2.1.** The Integrated Development Plan
- 2.2.** The Spatial Development Framework and associated lower-level detail plans
- 2.3.** Infrastructure Master Plans
- 2.4.** All other relevant legislation such as Municipal Finance Management Act and
- 2.5.** National Development Plan and other National and Provincial Policies and Programs
- 2.6.** Supply Chain Management Regulations
- 2.7.** CIDB Regulations

3. DEFINING THE CONTEXT

All works to be undertaken under the Contract shall be compliant in accordance and / or governed by:

- 3.1.** The South African Constitution states that municipalities have the responsibility to make sure that all citizens are provided with services to satisfy their basic needs thus, Lekwa Local Municipality's infrastructure must operate more effectively and efficiently. In addressing the infrastructure requirements within the municipality, the focus should be on developing realistic and implementable plans for infrastructure maintenance and upgrade as well as the delivery of new infrastructure.
- 3.2.** Faced with the reality of limited local resources and a competitive environment for available funding, fundraising efforts play a key role in the completion of an untold number of community projects and hence the proposal herein.

4. TERMS OF REFERENCE

A. PROJECT BACKGROUND:

The overall objective of the proposed project is to track and monitor progress against the national target for energy in the public sector through the implementation of energy saving interventions and the establishment of a comprehensive monitoring system.

Energy efficiency is widely recognized as the most fundamental short-run imperative for rapid, ambitious and cost-effective, least-polluting and readily available energy source. More than half of the electricity-sector related carbon emissions reduction target and the coming twenty year could be achieved through energy efficiency.

Efficiency can enhance the competitiveness of economies while helping to alleviate energy poverty as energy becomes more available. Energy productivity gains will lower the cost for the economy as a whole, enhance the supply security and reduces the need to develop new sources of energy supply to serve those without access to modern energy services for health and education enhancement. Accelerated energy efficiency can also create attractive green jobs and businesses.

As a commitment to this process, government published in 2005 the National Energy Efficiency Strategy that set a target of 12% Energy Demand Reduction to be achieved by 2015. In addition, the Department of Energy's approved 2012 Plan for the next three years, which requires national energy savings from implemented Energy Efficiency and Demand Side Management (EEDSM) measures across all sector including the public sector. The Municipal Energy Efficiency Project, making part of the EEDSM program, is to assist the Department of Energy in implementing energy efficiency projects in municipalities that will contribute towards the achievement of these targets, and also to provide an energy efficiency base line for the next financial year.

In the light of the above, the South African Government through the Department of Minerals Resources and Energy has embarked on a process of developing and implementing the National energy efficiency strategy, Energy Efficiency Tax Incentive Scheme, Energy Management Systems and Standards, and Energy Efficiency Monitoring System. This overall target is based on sectorial targets from the residential section (10%), industrial and mining sector (15%), commercial and public buildings (15%), power generation (15%), and transport (9%). Although a variety of energy efficiency measures have been introduced since 2005, monitoring and quantification of energy savings has been a challenge.

In addition, various sector energy efficiency improvement programs have been implemented, namely the Municipal Energy Efficiency Program, the Public Building Energy Efficiency Program, Industrial Energy Efficiency Program, and the other initiatives led by the private sector.

▪ DESCRIPTION OF SCOPE OF WORKS

Proposals for the provision of Energy Management services are requested for planning, preliminary design, detailed design, drafting installation specification, installation,

monitoring, reporting, supervision, monitoring and successful completion of the Energy Efficiency and Demand Side Management project. Proposals are requested for the appointment of sourcing of funding, rendering of full professional and construction services for the electricity department within the boundaries of Lekwa Local Municipality.

The bidder shall serve as the Service Provider as well as an occupational health and safety officer for the project.

▪ **LOCATION OF WORKS**

The project is located in and around the jurisdiction of Lekwa Local Municipality for the following municipal infrastructure:

- Public lighting
- Municipal buildings/facilities
- Municipal water and waste water treatment plants
- Traffic Lights

The exact location of the project and selected infrastructure will be specified subject to discussion between the municipality and the successful bidder upon appointment.

▪ **LEVEL OF SERVICES**

The duties to be performed by the Service Provider are to do planning, investigate, design & assessment, provide normal service and/or additional services necessary for the execution and implementation of the EEDSM project. This project also includes liaison with relevant council officials and other stakeholders.

The professional services will be as defined in the Engineering Council of South Africa (ECSA), Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000).

The engineering service are described in the afore-mentioned guideline document, comprises mainly of the following stages:

Stage 1 – Inception which includes:

- Establishing the project requirements, preferences and options.
- Preparing project brief, including project objectives, priorities & constraints integrating assumptions and outlining strategies.

Stage 2 – Concept and viability which includes:

- Establishing the project brief in line with the municipality/DoE requirements, objectives and priorities.
- Preparing preliminary design to outline the project scope, scale and function in accordance with the project brief

Stage 3 – Design development which includes:

- Incorporate the municipality/DMRE's requirements into the finalized design, outline design specifications, cost plan, financial viability and program for the project
- Submit all documentations for approval.

Stage 4 – Documentation and procurement which includes:

- o Prepare procurement and construction documentation including working drawings where necessary.
- o Administration of procurement procedure for effective and timeous procurement of goods/materials and services

Stage 5 – Contract administration and inspection which includes:

- o Manage, administer and monitor the construction contract and processes that includes acting as OHS agent for the municipality
- o Coordination of procedure and documentation to facilitate practical completion of the works

Stage 6 – Project Closure which includes:

- o Completing all project closure processes including preparation of all necessary documentation to facilitate effective completion, hand-over and operation of the project

In addition to the above bullet points, the appointed Service Provider will be responsible for the selection and implementation of the energy efficiency technologies

5. PROJECT OBJECTIVES

The Municipality will appoint Service Provider(s) at risk in the following categories but not limited to:

PROPOSAL FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR SOURCING OF FUNDS AND IMPLEMENTATION OF ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS AT RISK AT RISK

6. MILESTONES AND DELIVERABLES

- 6.1. The initial phase of the project, i.e., the Project Methodology and Programme comprises the following Milestones/Phases including management thereof:
 - 6.1.1. **Milestone 1:** Develop and submit Funding and Financing Strategy
 - 6.1.2. **Milestone 2:** Develop and submit Fundraising Action Plan.
 - 6.1.3. **Milestone 3:** Develop a donor database:
- 6.2. A list of local and international organizations, government agencies and business sector clients that may have interest in supporting the municipal mission; and
- 6.3. A list of funding opportunities, prioritized according to the best possible match between the scope of future independent organization's activities and donor interests.
 - 6.3.1. **Milestone 4:** Partnership agreements and Memorandum of understanding with entities or partners who have an interest in the activities and mandate of the municipality and who can invest in the sustainable operations of the municipality.
 - 6.3.2. **Milestone 5:** Framework for project proposal/grant applications for specific sources of funding for the future operations of the municipality and its programmes.

7. REPORTING AND ACCOUNTABILITY

- 7.1. During the execution of the project, the service provider SHALL submit monthly progress reports with portfolio of evidence.
- 7.2. The project will be signed off by the Municipal Manager when:
 - 7.2.1. All the end products (refer to list) have been delivered (all deliverables per phase to be provided per phase to be approved by the Project Steering Committee).
- 7.3. A formal presentation shall be made to the Municipal Manager and the Strategic Management Team.
- 7.4. The Service provider shall be responsible to make presentations of the project to various municipal structures and other stakeholders as and when required.

8. SERVICE LEVEL AGREEMENT

- 8.1.** A service level agreement will be entered into with the successful bidder.
- 8.2.** Negotiations in respect of the service level agreement must be finalized within 30 calendar days of receipt of the letter of acceptance by the successful bidder."
- 8.3.** Service level agreement entered into with the successful bidder will capture the time frames or performance applying to this contract.
- 8.4.** Should no consensus be reached within 30 calendar days of finalizing the Service Level Agreement (SLA), the Municipality will be entitled to:

- 8.4.1. Cancel its acceptance of the bid, or ii) extend the negotiation period without prejudice to any of its other rights in terms of this contract or common law

9. OWNERSHIP OF INFORMATION

- 9.1.** Lekwa Local Municipality will assume ownership of all data and information, in both electronic and hard copy format, obtained and/or created during the course of the project and reserves the right to use it as it deems fit.
- 9.2.** The report and digital information would be supplied to the Municipality at the completion of the project and the Lekwa Municipality will retain copyright and all associated intellectual rights relating to the projects,

10. CONTRACT PERIOD

- 10.1.** The proposed contract period is 3 years and therefore the proposals (example) must include the INFRASTRUCTURE MASTER PLAN to be rolled out over 3 years. All projects with a confirmed funding shall be implemented until its logical completion irrespective of the contract end period.

11. PRICING

- 11.1.** The municipality will consider this to be a turn- key projects should sourcing of funds be successful.

12. PENALTIES

- 12.1.** N/A

13. ESCALATION

- 13.1.** The Gazetted fee tariffs are applicable.

14. COMPLIANCE WITH THIS CONTRACT

- 14.1.** The contract shall be carried out subject to compliance with all Municipal policies, Bylaws and Regulations.

15. FINANCIAL IMPLICATIONS

- 15.1.** The Service provider will be appointed at risk and on success. Once funding is secured, the Service Provider professional services will be charged as a percentage based on the total value of the project and the amount sourced.

1. FORMAT OF TENDERING AND SELECTION PROCEDURES

1.1. The format of the tender shall be as follows:

1.1.1. The tenderer submits the discount (or premium), if any, on the current published Professional bodies guidelines, which shall remain valid for the duration of the appointment. The appointment is for a duration of 3 (three) years. After going through a functionality process, the tenderer/s who will score the highest procurement points will be awarded the tender.

2. FORMAT OF PROPOSAL

2.1. The following should be given as minimum in the proposal:

2.1.1. Experience and Expertise

- The capacity and resources of the firm to undertake the identified project should be indicated. (This should include adequate proof of professional and Professional Indemnity cover).
- Information must be given on the firm's experience in successfully completion of similar projects undertaken during the past 5 years. This must be done in the form of a detailed list containing the description of the projects, project value and client references.
- The current expertise of the firm to undertake the tasks described above should also be given. Details of the firm's Project Management Plan should also be included.
- These aspects should be covered in sufficient detail to assess the consultant's ability to execute the required tasks successfully and also cover the five (5) milestones as indicated on Clause 7 of this tender.

2.1.2. Project Team

- A schedule of all technical personnel proposed for these projects is required. Information provided should include involvement in the project, their availability and hourly rate for work on a time and cost basis.
- The Curricula Vitae of the key personnel in the project team are also required. The key personnel are regarded as those providing specialist input for the

various components of the task. This includes the overall design, quality control, site supervision and the project leader.

- The project team shall include training and exposure to the work at hand for persons of the Council's technical personnel, in order for them to gain experience.

2.1.3. Financial Proposal

The financial proposal for tender purposes shall be based on the following assumption:

- i. The professional fees on a percentage basis for the various components of the works. Professional fees must be calculated in accordance with ECSA Guidelines, Scope of services and Tariff of Fees.
- ii. The reimbursable costs, which includes transport, surveys, printing, typing etc.
- iii. Provision for full time site supervision (at least every second day) for the works and contract administration of all contracts. This must include all costs for the provision of accommodation, site offices, communication, traveling, etc.
- iv. Provision for regular (monthly) site visits for quality control and site meetings for the duration of the project.

Only tenderers with a score higher than 80 points for functionality will be considered.

2.1.4. Close Out Report

- The close out report shall include the report, as well as all drawings (in AutoCAD, DXF and PDF format) and all minutes and ancillary documentation (in Word/Excel and PDF format). The close out report and all ancillary documents and drawings shall be delivered within one month after completion of the project.

2.1.5. Payment

- All payments will be made upon satisfactory certificates signed by the LLM representative, subject thereto that the consultant / contractor has submitted an appropriate invoice.

3. INSPECTION BY TENDERER

- 3.1.** The Tenderers must attend the tender clarification meeting, to familiarize themselves that they are fully acquainted with the work described.

4. CHECKING OF DOCUMENTS

- 4.1.** Before the Tenderer submits his Tender, he should check the number of pages and if any are found to be missing, or duplicated, or the figures or typing indistinct, or Schedule of Quantities contain any obvious errors, he/she should refer the matter to the LLM representative at once and have same rectified as no liability whatsoever will be admitted in respect of any error in the tender due to the foregoing. The LLM representative may send a written instruction to all tenderers, which shall thereafter form part of these Conditions of Tender. No alterations shall be made to this document.

5. ACCEPTANCE OF TENDER

The lowest or any tender will not necessarily be accepted, and the Lekwa Local Municipality reserves the right to accept the tender, which he deems to be the best. The whole or any part of a tender may be accepted. The employer is not obliged to state any reason for the rejection of any tender, be it as a whole or in part.

5.1. Bidders are required to:

- 5.1.1. Use the official Lekwa Local Municipality's bid documents.
- 5.1.2. Correctly complete the bid documents.
- 5.1.3. Final submitted prices/discount/premiums must be stated.
- 5.1.4. Furnish all further information required by the bid documents and to supply pamphlets, brochures and samples, etc., when required to do so
- 5.1.5. Ensure that bid documents are completed and signed in black ink:
- 5.1.6. Submit an Original Valid Tax Clearance Certificate (and submission of a new valid tax certificate as soon as the current one expires)
- 5.1.7. Bids could be invalidated where bidders fail to submit signed "Declaration of Good Standing Regarding Tax".

6. VALIDITY AND COMMENCEMENT OF WORKS

- 6.1. All tenders shall be binding for a period of 90 (ninety) days from the closing date of the tender.

7. INFORMATION REQUIRED

7.1. All Tenderers shall supply full details regarding the following:

- 7.1.1. Previous contracts completed.
- 7.1.2. Tenderers must state for which authorities work was undertaken.
- 7.1.3. All information as required in this document.

8. COMPLETION TIME

- 8.1. The successful tender shall ensure that the project(s) is/are completed not later than June of the relevant financial year.

9. SPECIAL CONDITIONS OF TENDER

- 9.1. Not applicable.

10. SAFETY

- 10.1. The provision of electrical consulting engineering service for safety are requested for detailed investigation, appointments of safety personnel, planning of monthly safety meeting, provision of reports, recording of incidents and accidents etc. The consultant will be expected to have in its employ an engineer with government certificate of compliance (GCC). The successful bidder will assume full responsibility of safety in Lekwa Local Municipality electricity infrastructure in terms of general machinery regulations. The financial proposal is on a monthly basis.

11. TRAINING

11.1. The following accredited training for LLM personnel is required and must be included in the pricing schedule:

- 11.1.1. Hands-on training to operate distribution network design software system e.g., MicroStation V8, Retic Master, Power Office, etc. Advanced training to cover load flow calculations, protection setting calculations, fault analysis, setting relays etc. accordingly.
- 11.1.2. Provision of a detailed design training course covering all aspects of designs from conceptual to detail.
- 11.1.3. All training shall consist of a theoretical & practical component. Bidders shall submit details on the training schedule offered as part of their offers. The successful bidder shall provide the necessary training facilities.

APPOINTMENT OF SERVICE PROVIDER FOR SOURCING OF FUNDS AND IMPLEMENTATION OF ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS AT RISK FOR A PERIOD OF 36 MONTHS

TENDER NO.: BID NO. DTS 07/2023/2024

SPECIAL CONDITIONS OF CONTRACT

1. All bids must be submitted on the official forms and may not be re-typed, copied or scanned.
2. Bid documents must be completed in ink and corrections may not be made by correcting fluid such as tippex or a similar product. In the event of a mistake, it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the Bid if corrections are not made in accordance with the above.
3. If items are not tendered for a line must be drawn through the space on the pricing schedule in pen.
4. **All bid prices must be in RSA currency and inclusive of VAT.** All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
5. In the instance of a term tender (period longer than one year), indicate the estimated annual price increase and the intervals of such increases.
6. The lowest or any bid will not necessarily be accepted, and Lekwa Local Municipality reserves the right to accept the entire or any portion of a bid.
7. Bids are to remain valid for ninety (90) days after the submission date.
8. Original or Certified Tax Compliance Status Pin document (TCS) issued by SARS will be accepted and must be valid on the official closing date of the bid.
9. In bids where Consortia / Joint Ventures / Sub-contractors are involved; **each party must submit a separate** Tax Compliance Status (TCS) Pin document.
10. The following information / documentation must be attached to every bid document:
 - Copy of VAT Registration.
 - Copy of Company Registration Documents.
 - Certified copies of Directors ID's and Certified Shareholder Certificates.
 - Authority of Signatory must be completed and signed, in case of a business not sole proprietor or one-person business or board of directors Resolution Authorizing Signature to sign off the Bid Documents (original or certified).
 - Copy of latest municipal account which is not more than 3 months old at the time of closing.
 - Copy of CIDB Grading 6 EP **or higher.**
 - Original Central Supplier Database (CSD) Registration Report and **NOT a summary report or be older than 3 months.**
 - Certified copy of Workman's Compensation Fund (COIDA) certificate.
 - Professional Indemnity
 - Certified copies Proof of Professional Registration bodies / memberships (eg. ECSA).
 - Curriculum Vitae of key personnel including certified copies of Certificates and Memberships of all team members.
 - Comprehensive Company Profile.

- detailed exposition of previous experience, specifically with relation to similar work done.
 - If a bid is submitted by a joint venture, a copy of the memorandum of agreement between the parties.
11. Bids will be opened immediately after the closing date and time in a venue to be indicated.
 12. Any orders placed within the contract period, will be paid according to the price applicable at the date of order.
 13. The supply chain management policy of Lekwa Local Municipality allows persons aggrieved by decisions or actions taken by the municipality in the implementation of its supply chain management system, to lodge within fourteen (14) days of the decision or action a written objection or complaint to the municipality against the decision or action.
 14. Bids will be received until, 24 October 2023 at **12:00** and must be enclosed in sealed envelopes, bearing the closing time and due date, and must be addressed to:

The Municipal Manager
Lekwa Local Municipality
P O Box 66

Standerton

2430

OR

The Municipal Manager
Lekwa Local Municipality
C/o Mbonani Mayisela and Dr Beyers Naude
Standerton
2430

15. Bidders should ensure that bids are delivered **timeously to the correct address**. If the bid is late, it will be returned unopened to the bidder and will not be accepted for consideration.

APPOINTMENT OF SERVICE PROVIDER FOR SOURCING OF FUNDS AND IMPLEMENTATION OF ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECTS AT RISK FOR A PERIOD OF 36 MONTHS

BID CHECKLIST

This list is aimed at assisting all bidders to submit complete bid documents.

Bidders are to check the following points before the submission of their tender document and to complete YES/NO next to each item as an indication that the bidder has complied with the provision of the item concerned. If any of the items are marked as NO – it might lead to the disqualification of your bid.

NO	DOCUMENT NAME	INCLUDED IN THE PUBLISHED BID DOCUMENT	RETURNABLE
12.	Have you submitted an original certified Tax Clearance Certificate/ SARS Pin?	No	Yes
13.	Have you submitted CSD Registration Report?	No	Yes
14.	Have you submitted copy of Company Registration	No	Yes
15.	Have you submitted the Business/ Company Profile	No	Yes
16.	Have you submitted copies of Municipal Accounts/ Lease Agreement/ Tribal Authority confirmation letter for the company and the owner(s)/ Director(s) not older than 3 months	No	Yes
17.	Have you submitted original certified ID copy(ies) of owner(s)/ Director(s)	No	Yes
18.	Have you submitted the certified copy of the Letter of Good Standing (Compensation for Occupational Injuries and Diseases Act 130 Of 1993) COIDA issued by the Dept of Labour	No	Yes
19.	Have you submitted the Professional and Public Indemnity insurance cover	No	Yes

20.	Have you submitted the certified copy of the Engineer's Government Certificate of Competency (GCC) Certificate in terms of General Machinery Regulation 2 (GMR); Appointment of Competent Person(s) for Plant and Machinery; Section 43 of The Occupational Health And Safety Amendment Act issued by The Chief Inspector from The Department of Labour as a Certificated Electrical Engineer	No	Yes
21.	Have you submitted the certified copy of Proof of Registration as an Energy Services Company (ESCO) with South African National Energy Development institute (SANEDI)	No	Yes
22.	Have you submitted the certified copy of the Electrical Contractor Registration Certificate for the company registered with Dept. of Labour in terms of Regulation 6(4) of The Occupational Health and Safety Amendment Act	No	Yes

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF
CONTRACT JULY 2010**

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT JULY 2010

NOTES

The purpose of this document is to:

- i. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- ii. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should 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.

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General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contractor order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics,

quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price have been or are still To be imported (whether by the supplier or his subcontractors) and which costs Are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the Factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using Labour, materials, components and machinery and includes other related value- adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “Rep “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means that functional services ancillary to the Supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the fullend product service required by the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information inspection

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

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent,

trademark, or industrial design rights arising from use of the goods or any part thereof by the

purchaser.

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.3 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified. 8. Inspections, tests and analyses

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

- 8.7 Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time

agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations

under this contract; and

- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

15. Warranty

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

16. Payment

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

- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is granted upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with

the public sector.

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

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual

consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 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 for goods delivered and / or services rendered according to the prescripts of the contract

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, 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, intort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

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

33. Transfer of contracts.

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

34. Amendment of contracts.

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

35. Prohibition of restrictive practices.

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

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of1998.

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

TENDERS TO BE EVALUATED ON FUNCTIONALITY

- An organ of state must state in the tender documents if the tender will be evaluated on functionality.
- The evaluation criteria for measuring functionality must be objective.
- The tender documents must specify
- the evaluation criteria for measuring functionality; the points for each criterion and, if any, each sub-criterion; and the minimum qualifying score for functionality.
- The minimum qualifying score for functionality for a tender to be considered further-must be determined separately for each tender; and may not be so- low that it may jeopardize the quality of the required goods or services; or high that it is unreasonably restrictive.
- Points scored for functionality must be rounded off to the nearest two decimal places.
- A tender that fails to obtain the minimum qualifying score for functionality as indicated in the tender documents is not an acceptable tender.

Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation11.