



TENDER NO: 32/2020

SUPPLY & DELIVERY OF FUEL, OIL & LUBRICANTS FOR A PERIOD OF THREE YEARS ON AN AS AND WHEN REQUIRED BASIS.

NAME OF TENDERER:

**CENTRAL SUPPLIER
DATABASE (CSD)**

MAAA

**TAX COMPLIANCE
STATUS (TCS) PIN NO:**

TELEPHONE No:

TELEFAX No:

E-MAIL ADDRESS:

ADDRESS:

Issued by:

Municipal Manager
Lesedi Local Municipality
P O Box 201
HEIDELBERG
1438



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MBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF LESEDI LOCAL MUNICIPALITY					
TENDER NUMBER:	32/2020	CLOSING DATE:	9 AUGUST 2021	CLOSING TIME:	12H00
DESCRIPTION	SUPPLY & DELIVERY OF FUEL, OIL & LUBRICANTS FOR A PERIOD OF THREE YEARS				
THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

Supply Chain Management Unit					
Lesedi Local Municipal Building					
Corner HF Verwoerd and Du Preez Street					
Heidelberg					
1438					
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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

BID SUBMISSION:

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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.

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.

FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|---|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA) | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATI | <input type="checkbox"/> YES <input checked="" 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 AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



ADVERTISED IN: Sowetan
PUBLISHING DATE: Wednesday, 07 July 2021
TENDER NOTICE: 32/2020

LESEDI LOCAL MUNICIPALITY

Tenders are hereby invited for the following Office: Finance Department: Stores

TENDER NO: 32/2020

SUPPLY & DELIVERY OF FUEL, OIL & LUBRICANTS FOR A PERIOD OF THREE YEARS ON AN AS AND WHEN REQUIRED BASIS.

Adjudication:

Tenders will be evaluated using functionality evaluation criteria of **10 points** of which the bidder is required to score the minimum of **8 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 the BBBEE status level of contribution** in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Documents Collection: Documents can be downloaded from the e-portal or Lesedi Local Municipality's Website.

Technical Enquiries: Ms Jacqueline Van Vuuren
Tender Documents: Ms Portia Skosana

Tel: (016) 330 0448
Tel: (016) 492 0214

Documents available: As from **Friday 09 July 2021** on www.etenders.gov.za or www.lesedi.gov.za

Closing date: **09 August 2021**

Time: 12:00

Tender Box

Venue: Tender boxes are situated at the Supply Chain Management Unit, situated on the upper level of the West Wing of the Lesedi Local Municipality Civic Centre, Corner Du Preez and HF Verwoerd Streets in Heidelberg.

COMPULSORY TENDER DOCUMENTS:

1. 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
2. Certified copies of directors ID.
3. Copy of company registration documents.
4. Copy of latest municipal account which is not more than 3 months old at the time of closing.
5. The bidding entity as well as all its directors must submit Municipal account which is not more than three (3) months in arrears or valid lease agreement which is in the name of the business and or the directors, which must stipulate the responsibility of payment of municipal services.
 - 5.1 If the responsibility of payment of municipal services is that of the tenant/lessee, please provide proof of payment of those services.
 - 5.2 If the business operates from the different address as per CIPC document, affidavit must be provided
6. Central Supplier Database (CSD) registration summary report 7. Completed and Signed Schedule of Quantities
8. Authority of Signatory must be completed and signed in case of a business not sole proprietor or one-person business or board of director's resolution authorizing signature to sign off the bid documents.
9. MBD 1: Invitation to tender
10. MBD 4. Declaration of Interest.
11. MDB 5. Declaration of procurement above R10 million (vat included)(If applicable) 12. MBD 6.1 Preferential Points 13. MBD 8: Declaration of bidder's past supply chain management practices
14. MBD 9: Certificate of independent bid determination.
15. Copy of valid Driver's License with a valid Professional Driving Permit (PrDP) 16. A valid proof of SANS/SABS Certificate of registration (for manufacturing of refined petroleum products) 17. A valid proof of Wholesale License Certificate

BIDDING TENDER CONDITIONS:

All suppliers of good & services are urged to register in the National Treasury web based 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.

1. According to the amended Codes of Good Practice, an *Exempted Micro Enterprise (EME)* is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R10 million or less and level of Black ownership to claim BEE points

According to the amended Codes of Good Practice, Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R50 million or less and level of Black ownership to claim BEE points.

A trust, consortium or joint venture will qualify for points for the BBEE status level as a legal entity, provided that the entity submits their consolidated BBEE status level certificate. If a bidder does not submit a certificate substantiating the BBEE status level of contribution/ and Affidavit or is a non-compliant contributor, such bidder will score 0 out of the maximum of 20 points for BBEE.

Certified copies of their BEE certificates from an accredited BEE verification agency with their tender submission or sworn Affidavit.

3. 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 define precisely 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 severely bound.
4. No late tender will be accepted.
5. Telefax or e-mail tenders will not be accepted.
6. Tenders may only be submitted on the bid documents as provided by Lesedi Local Municipality.
7. The use of tippex is not allowed on the bid documents. Bids completed in pencil will be regarded as invalid bids.
8. No page(s) may be removed from the original tender document
9. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document;
10. 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.
11. The Municipality reserves the right to reject the Bid if corrections are not made in accordance with the above.
12. The lowest or any tender will not necessarily be accepted, and Lesedi Local Municipality reserves the right to accept a tender in whole or in part.
13. The validity period for this tender is ninety (90) days.
14. The Municipality reserve the right to negotiate a fair market related price with recommended bidders after a competitive bidding process or price quotations
15. The Municipality reserves the right to appoint and not to appoint.
16. 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 is BBBEE component.
17. Tender documents may be downloaded from e-tender portal at www.etenders.gov.za as well as www.lesedi.gov.za

MR GABRIEL BANDA
MUNICIPAL MANAGER



TAX CLEARANCE CERTIFICATE REQUIREMENTS

MBD 2

IT IS A CONDITION OF A BID THAT THE TAXES OF THE SUCCESSFUL BIDDER MUST BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE BIDDER'S TAX OBLIGATIONS.

1. In order to meet this requirement bidders are required to complete in full 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.



MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.

Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

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

¹MSCM Regulations: “in the service of the state” means to be – a member of – any municipal council; any provincial legislature; or the national Assembly or the national Council of provinces;

a member of the board of directors of any municipal entity;
an official of any municipality or municipal entity;
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); a member of the accounting authority of any national or provincial public entity; or an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

GENERAL CONDITIONS

The following preference point systems are applicable to all bids:

80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS SERVICES FOR RAND VALUE EQUAL TO AND ABOVE R30 000 AND UPTO TO 50 MILLION (all applicable taxes included); and

90/10 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS WITH RAND VALUE ABOVE R50 MILLION (all applicable taxes included).

The value of this bid is estimated to exceed R30 000 up to R50Million (all applicable taxes included) and therefore the preference point system as per 1.4 below shall be applicable.

Preference points for this bid shall be awarded for:

Price; and

B-BBEE Status Level of Contribution.

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

DEFINITIONS

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

“**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

“B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

“Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;

“comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

“consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

“contract” means the agreement that results from the acceptance of a bid by an organ of state;

“EME” means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

“Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

“functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

“non-firm prices” means all prices other than “firm” prices;

“person” includes a juristic person;

“QSE” means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

“rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

“sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

“total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

“trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

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

ADJUDICATION USING A POINT SYSTEM

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

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

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

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

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

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

POINTS AWARDED FOR PRICE THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS SERVICES FOR RAND VALUE EQUAL TO AND ABOVE R30 000 AND UPTO TO 50MILLION

(a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R50 MILLION (inclusive of all applicable taxes included):

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

80/20

or

90/10

$$Ps \square 80 \square 1 \square \frac{Pt \square Pmin \square \square}{\square Pmin \square \square} \quad \text{or} \quad Ps \square 90 \square 1 \square \frac{Pt \square Pmin \square \square}{\square Pmin \square \square}$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6

7	2	4
8	1	2
Non-compliant contributor	0	0

A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

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

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

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

Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

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

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

BID DECLARATION

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

B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

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

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

SUB-CONTRACTING

Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

If yes, indicate:

What percentage of the contract will be subcontracted?%

The name of the sub-contractor..... The B-BBEE status level of the sub-contractor..... Whether the sub-contractor is an EME.

(Tick applicable box)

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

Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

SUBCONTRACTING AS CONDITION OF TENDER

- 9.(1) If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.
- (2) If an organ of state applies subcontracting as contemplated in sub regulation (1), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to- (a) an EME or QSE; (b) an EME or QSE which is at least 51% owned by black people; (c) an EME or QSE which is at least 51% owned by black people who are youth; (d) an EME or QSE which is at least 51% owned by black people who are women; (e) an EME or QSE which is at least 51% owned by black people with disabilities; (f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; (g) a cooperative which is at least 51% owned by black people; (h) an EME or QSE which is at least 51% owned by black people who are military veterans; or (i) more than one of the categories referred to in paragraphs (a) to (h).
- (3) The organ of state must make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in sub regulation (2) from which the tenderer must select a supplier.

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm:

VAT registration number:

Company registration number:

- TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited

[TICK APPLICABLE BOX]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

Total number of years the company/firm has been in business:

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 B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

The information furnished is true and correct;

The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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;

If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

disqualify the person from the bidding process; recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct; 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.

10. **Previous experience**

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	Value (R, VAT excluded)	Year(s) executed	Reference		
			Name	Organization	Tel no

10.1 Staffing Profile

Provide information on key staff you intend utilizing on this contract, should it be awarded to you.

Name	Position in your organization	Qualifications	Experience

10.2 Infrastructure and resources available to execute this contract

10.2.1 Physical facilities

Description	Address	Area (m ²)

--	--	--

10.3 Plant and equipment

Description : Plant and equipment owned (or to be rented)	Number of units

10.4 List of shareholders by Name, Position, Identity number, Citizenship, HDI status and ownership as relevant.

Name	Date/Position Occupied in Enterprise	ID Number (please attach certified copies of ID's)	Date RSA Citizenship obtained	HDI	Women	Disabled	Youth (person not older than 35 years of age)	% of business/enterprise owned
							Total	100%

8.14 List of shareholders by Name, percentage (%) of business/enterprise owned, residential address.

Full Name	Identity (ID) Number (please attached certified copies of ID's)	% of business/ enterprise owned	Residential address



AUTHORITY FOR 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 B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- (i) The information furnished is true and correct;
 - (ii) The preference points claimed are in accordance with the General

Conditions as indicated in paragraph 1 of this form.

- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser 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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p>



MBD8

LESEDI LOCAL MUNICIPALITY

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Municipal Bidding Document must form part of all bids invited.

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.

The bid of any bidder may be rejected if that bidder, or any of its directors have:

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

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	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



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.

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

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

I have read and I understand the contents of this Certificate;

I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder; 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;

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

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.

In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: prices; 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.

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.

The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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



GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



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

NATIONAL TREASURY: Republic of South Africa

**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

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GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa General Conditions of Contract
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.

"Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE
NATIONAL TREASURY: Republic of South Africa 4

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 "SCC" means the Special Conditions of Contract.

1.24 "Services" means that functional services ancillary to the

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 5

Supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State. 1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product service required by the contract.

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

2. Application

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 in the bidding documents and specifications.

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

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

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

6. Patent Rights

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

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

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

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

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent Instructions ordered by the purchaser.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa

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.

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE
NATIONAL TREASURY: Republic of South Africa**

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 fulfillment of other obligations stipulated in the contract.

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

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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.

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

24. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase .When, after the said date, such a provisional payment is no longer required or any such antidumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may

deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

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28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices:

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **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 Of 1998.

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

TENDERS TO BE EVALUATED ON FUNCTIONALITY

5.(1) An organ of state must state in the tender documents if the tender will be evaluated on functionality.

(2) The evaluation criteria for measuring functionality must be objective.

(3) The tender documents must specify-

(a) the evaluation criteria for measuring functionality;

the points for each criteria and, if any, each sub-criterion; and the minimum qualifying score for functionality.

(4) 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 jeopardise the quality of the required goods or services; or high that it is unreasonably restrictive.

(5) Points scored for functionality must be rounded off to the nearest two decimal places.

(6) A tender that fails to obtain the minimum qualifying score for functionality as indicated in the tender documents is not an acceptable tender.

(7) 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 regulation 11.



TENDER NO: 32/2020:- SUPPLY & DELIVERY OF FUEL, OIL & LUBRICANTS FOR A PERIOD OF THREE YEARS

1. CONTRACT PRICE ADJUSTMENT

Should no price adjustment or variation clauses be included in the tender documents, the prices tendered will be considered as being firm and the Council will not under any circumstances, accept, for its account, any increase in the prices tendered during the duration of the contract.

2. CESSION OR ASSIGNMENT

Neither the Council nor the tenderer shall cede or assign a contract for the delivery of goods or the rendering of services or any part thereof or any benefit or interest therein or there under to third parties without the written consent of the other being first had and obtained.

3. PRICE

Prices quoted must include VAT.

4. PROJECT SPECIFICATIONS

SUPPLY & DELIVERY OF FUEL, OIL & LUBRICANTS FOR A PERIOD OF THREE YEARS SCOPE

The contract entails the supply and delivery of fuel and lubricants at Lesedi Local Municipality depots (Heidelberg and Devon) for a period of three years on an as and when required basis.

Provision should be made at each site for the dispensing of two alternative fuels as indicated in the tender document.

PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT

In terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No.5 of 2000), Preferential Procurement Regulations, 2017 – the following is applicable:

Pre-qualifying criteria (Regulation 4(1)) to advance certain designated groups that only the following tenderers may respond:

a) Companies with minimum of B-BBEE status level (2) two contributor.

NB! A tender that fails to meet the pre-qualifying criteria stipulated in the tender document will not be considered for further evaluation and will therefore be rejected.

- Only licensed service providers/suppliers who have a verifiable track record of similar work including maintenance of fuel pumps, shall be eligible to tender. Those who wish to tender should provide a contract/s as reference, which should accompany the tender document.
Failure to meet these requirements can result in a disqualification.
- Tenders will be evaluated based on rebates offered per litre as well as preference points.

REQUIRED DOCUMENTS

BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:

- Copy of valid Driver's License with a valid Professional Driving Permit (PrDP)
- Valid proof of SANS/SABS Certificate of registration (for manufacturing of refined petroleum products-obtainable from the manufacturer)
- Valid proof of Wholesale License Certificate

NB! FAILURE TO ATTACH THE REQUIRED DOCUMENTS AS PART OF THE SUBMISSION OF THE BID WILL RENDER THE BID NON-RESPONSIVE

REQUIRED FUELS, QUANTITIES AND LOCATIONS:

- Items to be delivered are:
 - a. Oil and Lubricants
 - b. Petrol lead replacement 93 Octane
 - c. Diesel 50ppm

ITEM	ESTIMATED DEMAND	DELIVERY SITE	PRICE PER UNIT	DISCOUNT	PRICE AFTER DISCOUNT	TOTAL IN ZAR CURRENCY = B X F
A	B	C	D	E	F	
Petrol, Unleaded 93 Octane	200 000 litre/year	Heidelberg				
Diesel, 50 parts per million (ppm)	240 000 litre/year	Heidelberg				
Diesel, 50 parts per million (ppm)	36 000 litre/year	Devon				
Oil, 15W40 (Multigrade)	4000 litre/year	Heidelberg				
Oil, 5W20	2000 litre/year	Heidelberg				
Grease (Multipurpose)	1000 kg/year	Heidelberg				
Hydraulic oil (Multigrade)	2000 litre/year	Heidelberg				
Transmission oil (Multigrade)	1500 litre/year	Heidelberg				
					SUB-TOTAL	
					VAT	
					TOTAL	

SPECIFICATIONS FOR DIESEL FUEL OIL

Diesel fuel oil in accordance with the latest issue of SABS Specification No. SANS 342 – Diesel fuels, covering one grade of automotive diesel fuel suitable for use in high-speed compression ignition engines (Diesel high grade: Sulphur 50 ppm or less as per legislation)

SPECIFICATIONS FOR PETROL

Unleaded petrol as per latest issue SABS Specification No. SANS 1598 and legislation.

STORAGE AND DISPENSING FACILITIES

- The storage and dispensing facilities referred to in Clause above are owned by LLM.
- The successful tenderer should in writing at the commencement of the contract confirm that all installations and equipment has been tested and are in good and safe working condition and free of water and leaks. All installations must comply with relevant regulatory and statutory requirements at all times as this may change during the contract term.
- Should there be any conditions governing the provision of the bulk storage tanks and dispensing facilities by tenderers, referred to in Clause 6.1 on a “Free on Loan” basis to the LLM, particulars of any such conditions must be furnished in writing.
- At any point of time during the contract, the LLM should be allowed to take samples for testing to confirm the fuel quality and water content.
- Safety at dispensing facilities
 - The successful tenderer shall ensure that all electrical installations at dispensing points adhere to latest issue of the Electrical Machinery Regulations (EMR) and especially to latest issue of EMR 8 (Electrical Machinery in Hazardous Locations), of the OHS act 85 of 1993. Certificates of compliance will be required for the records of the 2.1 appointee of the municipality. Inspections shall be carried out as per EMR 8 (7) and EMR 8 (8).
 - Appropriate signage at dispensing points is absolutely vital.
- All depots should at least be provided with two fuel dispensing points for the issuing of:
 - a. Petrol lead replacement 93 Octane
 - b. Diesel 50ppm

Your attention is drawn to the following conditions which must be adhered to within fourteen (14) days from the date of receipt of the appointment letter:

SANS TEST REPORT

Evidence (in the form of a SANS compliance certificate) to the effect that the diesel fuel oil offered comply with the relevant SANS and CKS specifications must be submitted.

SANS ASSESSMENT CERTIFICATE

A SANS compliance certificate should accompany the bid, upon submission.

FUEL DELIVERIES

Fuel must be delivered weekly, preferably midweek, to ensure that fuel is available over weekends and on an uninterrupted basis. Failure to comply, successful bidders will be subjected to penalties

as per the SLA and General Conditions of Contract as stated by National Treasury, MFMA and Supply Chain Management policy. LLM reserves the right to terminate the contract when all supplier's performance mitigation measures have been exhausted.

INSURANCE AND INDEMNIFICATION

- **Public Liability Insurance- to the value of R6 000 000.00 (each supplier)**
- **The Service Provider/Supplier shall be liable for any damage or injury of whatsoever nature, caused directly or indirectly as a result of his operations, to any Municipal, Government or Private Property or to his own vehicle/s.**
- Items to be delivered are:
 - c. Oil and Lubricants
 - d. Petrol lead replacement 93 Octane
 - e. Diesel 50ppm
- Unleaded petrol (ULP), diesel 50 ppm, and all lubricants to be delivered to the Municipality's main depot, No.1 Prinsloo Street, Heidelberg, 1441. Diesel 50 ppm to be delivered to the Municipality's depot in Devon.
- The successful bidder must be prepared to take over the existing infrastructure from the current service provider at no cost to the municipality.
- The successful bidder must maintain the existing pumps, thus ensuring that the pumps are in good working order, at least once a year service, calibrate and pressure test the tanks and other related tests if and when necessary at their own cost.
- The successful bidder must submit regular changes in fuel prices to the Supply Chain Management Office.
- Bidders must cast their rebate on fuel price per litre, based on National pump price as determined by the National Department of Minerals and Energy, applicable to Inland Region.
- Bidders must cast their rebate on diesel price per litre based on wholesale list price, applicable to Inland Region.
- The successful bidder must deliver fuel on an as and when required basis.
- The successful bidder must adhere to the delivery time of 2 days from the date of order.

PRICING SCHEDULE

- Bidders must cast their rebate on fuel price per litre, based on National pump price as determined by the National Department of Minerals and Energy, applicable to Inland Region.
- Bidders must cast their rebate on the fuel price per litre based on the wholesale list price, applicable to Inland Region.
- The rebate shall remain fixed for the period of the contract. □ The price must include all the delivery charges.

□ **CRITERIA FOR EVALUATING TECHNICAL TENDERS**

- The below mentioned criteria regarding functionality is required for responsiveness and therefore, eligibility for the next stage of evaluation. This is done to determine the ability of each bidder to successfully execute the project (s) according to specifications.

Non-compliant bidders will be rejected after this phase and not continue to price scoring. These criteria shall only determine whether a tender will further be evaluated and will not influence the points scored on Price.

- If any total minimum score for any criteria is zero rated, the tenderer will be rejected, even if the required 8 out of 10 points are achieved.
- Non-compliant bidders will be rejected after this phase and not continue to price scoring.
- These criteria shall only determine whether a tender will further be evaluated and will not influence the points scored on Price.

FUNCTIONALITY CRITERIA

Only bidders who score 8 points or more for functionality qualify for further evaluation. Bidders who score less than the minimum score will be regarded as non-responsive

Evaluation aspect	2 Points minimum requirement	1 Point minimum requirement	0 Points score
Plant and equipment (C or leased)	truck more than 2 tanker <input type="checkbox"/> Tenderer to attach proof of ownership (registration documents including pictures that clearly shows the plant) or certified letter of intent from plant hire company. The letter is to clearly indicate that the Plant intended for the contract will be available for the full duration of the project.	2 tanker truck <input type="checkbox"/> Tenderer to attach proof of ownership (registration documents including pictures that clearly shows the plant) or certified letter of intent from plant hire company. The letter is to clearly indicate that the Plant intended for the contract will be available for the full duration of the project	Does not meet the minimum requirement of 1 point

Financial Ability (Ability to Deliver) – previous annual turnover or any proof of financial ability (amount to be reflected)	More than R 2 500 000	From R 1500 000 up to R2 500 000	Does not meet the minimum requirement of 1 point
Staffing profile	More than two drivers with a valid driver's licence and valid PrDP	Two drivers with a valid driver's license and valid PrDP	Does not meet the minimum requirement of 1 point
Capability/Experience of a Company	<input type="checkbox"/> Bidder listed more than two (02) contactable references where	Bidder listed two (02) contactable reference where the bidder supplied	Does not meet the minimum requirement of 1 point
	the bidder supplied and delivered fuel of more than 200 000 litres. <input type="checkbox"/> Reference letters with contactable references must be attached.	and delivered fuel of more than 200 000 litres. <input type="checkbox"/> Reference letters with contactable references must be attached.	
Delivery period	7 days <input type="checkbox"/> Bidder must provide commitment letter	14 days <input type="checkbox"/> Bidder must provide commitment letter	Does not meet the minimum requirement of 1 point
Total	10		

TAX CLEARANCE CERTIFICATE/COPY OF TAX COMPLIANCE STATUS DOCUMENT (TCS) MUST BE ATTACHED

PLEASE ATTACH VALID BBBEE CERTIFICATE OR COMPLETE THE BELOW AFFIDAVITS SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name and surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and I am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black women owned;
- Based on the management accounts and other information available for the

_____ Financial year, the income did not exceed R 10 000 000.00 (ten million rands);

- Please confirm in the table below the B-BBEE level of contributor, **by ticking the applicable box:**

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice.
5. I know and understand the contents of the affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature and Stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name and surname	
Identity number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and I am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rands);
- he entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) (**select one**) _____ of the dti Codes of Good Practice.
- Please confirm on the table below the B-BBEE level of contributor, **by ticking the applicable box:**

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	
(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%,		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and/ or packaging		(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

I know and understand the contents of the affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

- The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature and Stamp

THE BIDDING ENTITY AS WELL AS ALL ITS DIRECTORS MUST SUBMIT MUNICIPAL ACCOUNT WHICH IS NOT MORE THAN THREE (3) MONTHS IN ARREARS OR VALID LEASE AGREEMENT WHICH IS IN THE NAME OF THE BUSINESS AND OR THE DIRECTORS, WHICH MUST STIPULATE THE RESPONSIBILITY OF PAYMENT OF MUNICIPAL SERVICES.

- IF THE RESPONSIBILITY OF PAYMENT OF MUNICIPAL SERVICES IS THAT OF THE TENANT/LESSEE, PLEASE PROVIDE PROOF OF PAYMENT OF THOSE SERVICES.
- IF THE BUSINESS OPERATES FROM THE DIFFERENT ADDRESS AS PER CIPC DOCUMENT, AFFIDAVIT MUST BE PROVIDED

ATTACH PROOF OF JOINT VENTURE AGREEMENT

BIDDER MUST ATTACH THE CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION SUMMARY REPORT.

LESEDI LOCAL MUNICIPALITY

OCCUPATIONAL HEALTH AND SAFETY ACT (85/93)

The Contractor shall comply with the provisions of the Act and shall undertake to acquaint his/her employees with the provisions, regulations, duties, obligations and prohibitions, and shall accept sole liability for due compliance with the duties, obligations and prohibitions and absolve the Employer from being obliged to comply with the aforesaid duties, obligations and prohibitions.

The Contractor shall accept responsibility for the means, methods, sequences or procedures of construction, for safety precautions or programs incident to the work of the contractor. The Contractor shall indemnify the Employer and the Engineer against responsibility for safety on the site of the Works.

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:-

- 1.1 The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the regulations promulgated in terms of the Act.
- 1.2. The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with.
- 1.3. The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolve the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- 1.4. The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraph 1 and 2 above, which steps may include, but will not be limited, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.
- 1.5. The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

2. FORCE MAJEURE

- 2.1 Should circumstances which were not foreseeable with reasonable foresight or avoidable with reasonable care ("circumstances"), arise or be reasonably anticipated and delay, or have the potential to delay, performance whether in whole or in part, or make performance, whether in whole or in part impossible, the party who's performance is affected, or who's

performance may be affected, ("affected party"), shall forthwith in good faith and by the most expeditious means, notify the other party in writing of:

- (a) the cause(s) nature and extent of the circumstances;
- (b) the expected duration of the circumstances;
- (c) the extent to which the performance shall be affected

2.2 If the circumstances change after the affected party has notified the other party the affected party shall forthwith, in good faith and by the most expeditious means inform the other party of such changes and keep the other party updated on such changes.

2.3 Such circumstances shall not terminate the contract between the parties or absolve the affected party from performance.

2.4 Should the circumstances make the AGREED PERFORMANCE impossible, the affected party shall, having regard to all relevant factors, as soon as possible and in good faith, submit proposals for alternatives to the other party. Such proposals shall be in sufficient detail(s) to enable the other party to technically and financially assess the alternative(s) and to decide whether any alternative is acceptable. Should there be no alternative acceptable to the other party, it may elect to cancel the contract.

2.5 If the circumstances delay the agreed performance

2.5.1 the affected party shall forthwith and in good faith take all reasonable steps to mitigate the delay and to recover lost time;

2.5.2 having regard to all relevant factors and in good faith notify the other party as soon as possible of the steps to be taken to mitigate the delay and recover lost time and keep the other party updated on changes and progress there on; and,

2.5.3 the other party may, if the extent to which the delay may be mitigated and lost time be recovered are unacceptable to it, elect to cancel the contract.

2.6 Neither of the parties shall have any claim, arising from the circumstances, on the other.

2.7 Without limiting the generality and intention of clause 3.1 in any way, the circumstances may include, without being limited thereto:

- (a) Acts of God;
- (b) War, riots, civil, or military insurrection and political happenings;
- (c) Natural disasters such as earthquakes, fire, storms and floods;
- (d) Governmental acts or omissions;
- (e) Terrorism or sabotage;
- (f) Labour unrest such as strikes and lockouts.

3. TERMINATION AT LESEDI LOCAL MUNICIPALITY'S OPTION

3.1 Lesedi Local Municipality shall have the right at any time, with or without cause, to terminate further performance of the works by written notice to Contractor specifying the date of termination. On the date of such termination stated in said notice, the Contractor shall discontinue

performance of the work and shall preserve and protect tools, materials, construction equipment and facilities on site, materials and plant equipment purchased for incorporation in the work, whether delivered to the site or on order, work in progress and completed work, both at site and in its own plant, pending Lesedi Local Municipality's instructions and, if requested by Lesedi Local Municipality, shall turn over the same to Lesedi Local Municipality, including title to said materials and equipment, or dispose of same in accordance with Lesedi Local Municipality's instructions.

3.2 In the event of such termination, Contractor shall, within seven (7) calendar days of such termination advise Lesedi Local Municipality of all outstanding subcontracts, rental agreements, and purchase orders which Contractor has with others pertaining to performance of the works and shall furnish Lesedi Local Municipality with complete copies thereof. The Contractor shall upon request by Lesedi Local Municipality assign to Lesedi Local Municipality, or take such other action relative to such subcontracts, rental agreements or purchase orders as may be directed by Lesedi Local Municipality. When considering whether to cancel this contract, Lesedi Local Municipality shall be entitled to receive from the Contractor all information, including copies thereof, relating to outstanding sub contracts, rental agreements, purchase orders and other costs which the Contractor is likely to incur as a result of the cancellation, the Contractor shall furnish all information and copies within seven days of Lesedi Local Municipality's written request.

3.3 If the Contractor has fully and completely performed all obligations under this Contract up to the date of termination and the Contract is terminated without cause, the Contractor shall recover from Lesedi Local Municipality as complete and full settlement for such termination:

- (a) for work to be performed for Lump Sum Contract Price under this Contract, the actual costs of all such work satisfactorily executed to the date of termination, plus an allowance for reasonable over-head and profit on such costs (but not to exceed the Lump Sum Contract Price or a pro-rata portion of such Contract Price for such work based on the pro-rata portion that such costs bear to an estimate of the total cost of such work), or for work to be performed under this Contract for a reimbursable or unit price Contract Price, compensation in accordance with such Contract Price for such work satisfactorily executed to the date of termination; plus
- (b) actual cost incurred by Contractor to return Contractor's tools, construction equipment and facilities to its premises, or to otherwise dispose of them as directed by Lesedi Local Municipality and to turn over or dispose of materials and plant equipment purchased for incorporation in the works in accordance with Lesedi Local Municipality's instruction; plus
- (c) actual cost necessarily incurred in terminating existing and pending subcontracts, rental agreement including plant hire contracts, employment contracts and purchase order in accordance with Lesedi Local Municipality's directions: plus
- (d) an amount calculated on the ownership cost (depreciation, insurance and maintenance) on all construction plant, tools and equipment engaged or committed to the works at the date of termination for a period of thirty (30) calendar days following the date of termination or until the Contract completion date, whichever is the sooner, plus
- (e) An amount calculated on the loss of profit incurred by the Contractor on the nonuse of such plant and equipment for the same period as defined in above; less

- (f) all amounts previously paid to the Contractor for the work.
- (g) subject to the provision that the cumulative amount does not exceed the contract price,

3.4 All claims under any of the foregoing provisions shall be subject to the provisions that the Contractor shall take all reasonable steps to mitigate or diminish such costs or expenses and such claims shall be supported by documentation submitted to Lesedi Local Municipality, satisfactory in form and content to Lesedi Local Municipality and verified by Lesedi Local Municipality, and are subject to the Contract having complied with clause 4.2.

4. TERMINATION FOR DEFAULT

4.1 In the event the Contractor's estate is liquidated or placed under judicial management provisionally or finally, or if the Contractor commit any act of insolvency or publish a notice of surrender or present a petition for the acceptance of the surrender of its estate as insolvent or makes or prepare to make an arrangement with, composition or assignment in favour of its creditors or agrees to carry out this Contract under a committee of inspectors of its creditors or goes into liquidation, whether provisionally or finally, or if the Contractor defaults in the performance of any express obligation to be performed by it under this CONTRACT, and fails to correct or if immediate correction is not possible, shall fail to commence and diligently continue action to correct such default within five (5) calendar days following written notice thereof from Council or commits a breach of this contract and/or any other contract which the Contractor has with Lesedi Local Municipality and such breach is incapable of being cured, or commits a criminal offence or any of its employees commits a criminal offence, Council may without prejudice to any other rights or remedies Lesedi Local Municipality may have, hold in abeyance further payments to the Contractor and/or terminate further performance of all or part of the work under this Contract by written notice to the Contractor specifying date of termination.

4.2 In the event of such termination by Lesedi Local Municipality, Council may take possession of the work at the site and any or all materials and plant equipment whether delivered to the site or on order therefore by the Contractor, tools and construction equipment at site and finish the work by whatever method Council may deem expedient.

4.3 In the event of termination by Lesedi Local Municipality, the Contractor shall upon request of Council, promptly advice Lesedi Local Municipality of all outstanding subcontracts, rental agreements and purchase orders which the Contractor has with others pertaining to performance of the works and furnish Lesedi Local Municipality with complete copies thereof. Upon request of Lesedi Local Municipality, the Contractor shall assign to Lesedi Local Municipality in form satisfactory to Lesedi Local Municipality, the Contractor's title to materials and plant equipment for the work and those subcontracts, rental agreements and purchase orders designated by Lesedi Local Municipality, which the Contractor has with others pertaining to the work.

4.4 In the event of termination by Lesedi Local Municipality, the Contractor shall not be entitled to receive any further payment until the work is completed. If the Contract price for the completed work shall exceed the sum of the total cost to Lesedi Local Municipality of completing the work plus all amounts previously paid to the Contractor for the work such excess shall be paid to the Contractor or if such sum of the total cost to Lesedi Local Municipality of completing the work plus amounts previously paid to the Contractor for the work shall exceed the Contact price for the completed work. The Contractor shall promptly pay the difference to Lesedi Local Municipality, provided Lesedi Local Municipality shall have the right and is authorized

to set off against and deduct from said excess, if any, payable to the Contractor any other damages suffered by Lesedi Local Municipality due to said default or event giving rise to the termination or due to other defaults of the Contractor to comply with the terms and conditions of this Contract and the Contractor shall be and shall continue to be fully liable for all such damages to Lesedi Local Municipality.

- 4.5 In the event where the Contractor is awarded this Contract, amongst others, because the Contractor is considered by Lesedi Local Municipality in its sole discretion to be a Black Economic Empowerment Entity, and it appears later in Lesedi Local Municipality's opinion that the Contractor is not a Black economic Empowerment Entity or is engaged in fronting as a Black economic Empowerment Entity, Lesedi Local Municipality shall be entitled to terminate this agreement without prior notice.

5. SUSPENSION OF WORK

- 5.1 Lesedi Local Municipality may at any time, and from time to time by written or telegraphic notice to Contractor suspend further performance of the work by Contractor. Said Notice of Suspension shall specify the date of suspension and the estimated duration of suspension. Should such suspensions exceed more than ninety (90) consecutive calendar days each or aggregate more than one hundred and eighty (180) calendar days either party to this Contract shall have the option to cancel further performance under the Contract without penalty. Upon receiving any such Notice of Suspension, Contractor shall promptly suspend further performance of the WORK to the extent specified and during the period of such suspension shall properly care for and protect all WORK in progress and materials, supplies and equipment Contractor has on hand for performance of the work.

- 5.2 Contractor shall promptly deliver to Lesedi Local Municipality copies of all outstanding purchase orders and subcontracts of Contractor for materials, equipment and services for the WORK and shall take such action relative to such purchase orders and subcontracts as may be directed by Lesedi Local Municipality.

Lesedi Local Municipality may at any time withdraw the suspension of performance of the work as to all or part of the suspended work by written or telegraphic notice to Contractor specifying the effective date and scope of withdrawal, and Contractor shall resume diligent performance of the work for which the suspension is withdrawn on the specified effective date of withdrawal.

- 5.3 If Contractor believes that any such suspension or withdrawal of suspension justifies modification of the Contract price and/or period, Contractor shall comply with the provisions of the claims procedure set forth above-Contractor's final claim for modification of the Contract price shall substantiate Contractor's increased costs with invoices, payroll documents and other documents satisfactory to Lesedi Local Municipality.

Upon Lesedi Local Municipality verification and APPROVAL of such additional costs, Contractor and Lesedi Local Municipality shall agree upon an adjustment in the contract price based upon such verified and approved additional costs, including reasonable profit based on work performed under this Contract, as full settlement to Contractor for the suspension or withdrawal of suspension. In no event shall Contractor be entitled to any prospective profits or any damages because of such suspensions or withdrawals of suspensions.

- 5.4 The Contractor shall not be entitled to payment as stated in Clause 6.3 in cases where the work is suspended due to safety concerns or as a result of impropriety or criminal conduct, for

example, fraud, allegedly committed by the Contractor or its employees while such impropriety or conduct is being investigated.

6. MINIMUM STANDARD & SABS COMPULSORY SPECIFICATIONS

Bidders shall offer and supply goods and services in accordance with the requirements of the SANS (SABS) compulsory specifications applicable to the category of goods or services concerned.

7. CLEAN-UP

7.1 Contractor shall at all times during the performance of the work, and upon completion of the work, remove from Lesedi Local Municipality's premises and the vicinity thereof and properly dispose of all debris and rubbish caused by Contractor's operations. Upon completion of the work, Contractor shall leave Lesedi Local Municipality's premises and the vicinity thereof clean and ready for use. Should Lesedi Local Municipality's designated representative request Contractor to perform such cleanup at any time or from time to time during progress of the work Contractor shall promptly comply with such request.

7.2 All clean up by the Contractor shall be performed in a manner satisfactory to Lesedi Local Municipality's designated representative. In the event the Contractor does not perform cleanup in accordance with the foregoing, Lesedi Local Municipality may perform the cleanup on behalf of the Contractor and at the expense of the Contractor after giving advance notice to the Contractor. Contractor shall promptly pay Lesedi Local Municipality its costs of performing the said clean-up on behalf of Contractor.

7.3 Upon completion of the work, Contractor shall promptly remove from Lesedi Local Municipality premises all of Contractor's equipment, materials, scaffolding, temporary buildings and like items, leaving the premises and the vicinity dean and ready for use, and, in the event of Contractor failing to effect such removal within ten (10) calendar days after written notice from Lesedi Local Municipality to so remove, Lesedi Local Municipality shall have the right without further notice to Contractor to remove such items at the risk and expense of Contractor and to store such items at a place of Lesedi Local Municipality's choosing on behalf of Contractor and at Contractor's risk and expense. Contractor shall promptly pay all costs to Lesedi Local Municipality of said removal and storage.

8. SECURITY, SECRECY AND CONFIDENTIALITY

8.1 It is recorded that the Bidder, by virtue of his/her association with the Lesedi Local Municipality, will become possessed of and will have access to confidential information belonging to the Lesedi Local Municipality including, but without limiting the generality of the afore-going, the following matters:

8.1.1 The contractual and financial arrangements between the Lesedi Local Municipality and other Bidders;

8.1.2 The Lesedi Local Municipality's financial matters;

8.1.3 all other matters which relate to the Lesedi Local Municipality's business and in respect of which information is not readily available in the ordinary course of business to a competitor.

8.2 Notwithstanding the afore-going provisions of this clause, the information referred to therein as confidential information shall cease to be confidential information if:

- it is publicly available or becomes publicly available other than as a result of a breach of this contract;
- it comes or came into the possession of the Bidder other than by virtue of the Bidder's relationship with The Lesedi Local Municipality.

8.3 Having regard to the facts recorded above, the Bidder undertakes that in order to protect the proprietary interest of the Lesedi Local Municipality in the confidential information-

- He/she will not during the period that he/she is a Bidder or at any time thereafter, directly or indirectly, either use or disclose any of the confidential information, other than as may be required by his/her contract with the Lesedi Local Municipality or as may be required to comply with any law or to enforce the Bidder's rights in terms of this contract;
- any written or other instructions, drawings, notes, memoranda or records relating to the confidential information which are made by him/her or which come into his/her possession by any means whatever shall be deemed to be the property of the Lesedi Local Municipality. Such property of the Lesedi Local Municipality shall be surrendered to Council on demand and in any event on the termination date and the Bidder shall not retain any copies thereof or extracts therefrom.

8.4 The Contractor undertakes that, except as authorized in writing by Lesedi Local Municipality beforehand, it shall, at all times during the continuance of the Agreement and for a period of 10 (ten) years after its termination, for whatever reason:

- (a) use its best endeavours to keep all Confidential Information confidential;
- (b) not disclose, in whole or in part, any Confidential Information to any other person;
- (c) not use the Confidential Information for any purpose otherwise than as contemplated by and subject to the terms of the Agreement;
- (d) not make any copies of, record in any way or part with possession of any Confidential Information.

8.5 The Confidential Information shall remain the property of Lesedi Local Municipality and Lesedi Local Municipality may demand the return thereof at any time upon giving written notice to the Contractor within 14 (fourteen) calendar days of the date of such notice. The Contractor shall return all of the original Confidential Information and shall destroy all copies and reproductions thereof, including in electronic form, in its possession and in the possession of its employees to whom it was disclosed pursuant to the Agreement.

8.6 The Contractor hereby binds itself not to do anything, directly or indirectly, which will or may prejudicially affect Lesedi Local Municipality's business.

8.7 Should there be a breach of the agreement, Lesedi Local Municipality shall, without limiting any other rights that it might have, be entitled to forthwith cancel the agreement, and claim damages.

- 8.8 The provisions of this clause 9 shall continue to be in force in accordance with their terms, notwithstanding the termination of the agreement for any reason.
- 8.9 All plans, drawings and specifications and other information obtained by the Contractor from Lesedi Local Municipality in connection with the work shall be held in confidence by the Contractor and shall not be used by the Contractor for any purpose other than for the performance of the work or as authorized in writing by Lesedi Local Municipality.
- 8.10 Except as Lesedi Local Municipality may agree beforehand in writing or as may be required by law or regulation, the Contractor shall not make any public announcement or public disclosure with regard to the Contract and shall refrain from disclosing the existence and contents of the agreement to any other party or authority or to the media.

9. VARIATION

No variation of the agreement, including the scope of the Pre-Work and no agreed cancellation of the Agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of the duly authorized representatives of the Parties.

10. SEVERABILITY

10.1 The agreement constitutes one indivisible agreement, save that if any particular provision of the Agreement is illegal, invalid or unenforceable or contrary to public policy but does not go to the root of the Agreement, it shall be severed from the Agreement and the remainder of the Agreement shall remain of full force and effect and binding on the Parties.

10.2 If any such provision does go to the root of the Agreement, the Parties undertake, to take such steps and make such amendments to the Agreement in good faith as will rectify that provision.

11. ENTIRE CONTRACT

This Contract contains the entire agreement between the parties hereto and no conditions, warranties or representation made by any party shall be of any force and effect unless herein contained, and no officer, agent, employee or representative shall have any authority to make representations, statements, warranties or agreements that are not herein expressed unless same are made in writing and signed by duly authorized representatives of Lesedi Local Municipality and Contractor.

12. COSTS

The Contractor agrees that Lesedi Local Municipality shall be entitled to recover from the Contractor's attorney and own client fees incurred by Lesedi Local Municipality in the event of arbitration and/or litigation proceedings relating to this Contract.

13. CAPTIONS

Titles and captions used in this Contract are for convenience only and shall not be used in the interpretation of any of the terms and conditions of this Contract.

14. DEFINITIONS

14.1 In this Contract, unless inconsistent with or otherwise expressly indicated by the context:

- 14.1.1 “**Approved**” or “**Approval**” shall refer to approval in writing by Lesedi Local Municipality.
- 14.1.2 “**Contract**” shall mean the agreement entered into between Lesedi Local Municipality and the Contractor for the execution of the work including therein, all documents to which reference may properly be made in order to ascertain the rights and obligation of the parties under the said agreement,
- 14.1.3 “**Contract price**” shall mean the sum or sums named in this Contract as the Contract price subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.
- 14.1.4 “**On an as and when required basis**” shall mean as required by Lesedi Local Municipality, within its sole discretion, to give work to the Contractor and this shall be viewed subjectively.
- 14.1.5 “**Council or Lesedi Local Municipality**” shall mean Lesedi Local Municipality.
- 14.1.6 “**Site**” shall mean the lands and other places, on, under, in, over or through which the work is to be executed or carried out and any other lands or places provided by Lesedi Local Municipality for the purposes of this Contract.
- 14.1.7 “**Sub-contractor**” shall mean any person, firm or juristic person to whom any part of the contract work has been sublet by the Contractor with the prior written consent of Lesedi Local Municipality and includes the legal representatives, successors and permitted assigns of such person, firm or juristic person.
- 14.1.8 “**Works**” or “**Work**” or “**Contract work**” shall mean the personnel and equipment to be provided by and work to be done and services to be performed by the Contractor in terms of this Contract.

15. MEASUREMENT, CERTIFICATE AND RELEASE

Lesedi Local Municipality shall ascertain and determine each month the value of work done in accordance with this contract.

16. PERMITS AND LICENCES

The Contractor shall procure without additional compensation of all permits, certificates and licenses required by law which are necessary for the performance of the work.

17. TERMS OF PAYMENT

17.1 Payment shall be made after each delivery within 30 days, subject to the completion and acceptance thereof by the designated Lesedi Local Municipality official.

17.2 All invoices and statements submitted in terms of this contract shall be addressed to:

Supply Chain Management
Lesedi Local Municipality
P.O. box 201, Heidelberg, 1438

17.3 The contractor shall be paid on the invoice submitted to the Lesedi Local Municipality, stating the amount due to it in respect of actual delivery completed. Payment will take place within thirty (30) days after receipt of an original tax invoice that will have the abovementioned contract number clearly indicated thereon.

17.4 Lesedi Local Municipality shall not be liable to the contractor for any matter or thing arising out of or in connection with the contract or the execution of the works unless the contractor shall have made a claim in writing in respect thereof before the giving of the final certificate under this clause.

17.5 Lesedi Local Municipality shall be entitled to offset any monies due by Lesedi Local Municipality to Contractor.

17.6 Lesedi Local Municipality reserves the right to make provisional payments on a statement in dispute pending reconciliation and audit of the total charges.

17.7 Lesedi Local Municipality reserves the right to request the contractor to break down the invoiced amounts to each category of payment for accounting and control purposes.

17.8 The contractor's invoice shall be fully detailed and shall include (where applicable) but not be limited to the following:

- Contractor's and Lesedi Local Municipality's VAT Registration Number: 4900149628;
- The relevant bid number and description;
- Each statement must indicate under which contract clause, article or section the payments are being requested.

17.9 Invoices and statements shall comply with the provisions of the Value Added Tax Act, 1991.

18. LEGISLATION

The contractor shall comply with the Occupational Health and Safety Act 85 of 1993 and all other applicable legislation and it will be expected of contractor to comply therewith in every respect.

19. REQUIREMENTS TO BE OBSERVED

Lesedi Local Municipality is responsible for the safety and discipline of all persons engaged on works in the Lesedi Local Municipal area. Such responsibility in regard to the Contractor's work devolves jointly and the Contractor shall co-operate in good faith to the fullest extent. For the purposes of record the Contractor shall report to Lesedi Local Municipality unsafe actions or breaches of discipline by its employees as may occur from time to time.

The responsible Lesedi Local Municipality representative has the authority and is entitled to stop any work which he considers in his own opinion is being carried out by the Contractor in an unsafe manner, or he suspects that the Contractor's employee is unqualified or unsuitable to use a

particular machine, equipment, tools, motor vehicle, etc., and to prohibit the use of any plant, equipment or tools which he considers to be unsafe.

20. INSPECTION AND QUALITY CONTROL

20.1 Contractor shall inspect all materials and equipment which are to be utilized in the performance of the WORK in accordance with Contractor's established procedures. In addition, Contractor shall conduct a continuous program of quality control for all WORK performed. Contractor's quality control program and inspection procedures for the foregoing shall be submitted in writing to Lesedi Local Municipality for review and approval.

20.2 Lesedi Local Municipality and its representatives, and others as may be required by applicable laws, ordinances and regulations shall have the right at all reasonable times to inspect the work and all material, supplies and equipment for the work at the site and at Contractor's and its suppliers or Subcontractor's shops for conformance with the Contract or for measuring progress of the work. Contractor shall provide or cause to be provided sufficient safe and proper facilities for such access and inspection.

21. RIGHT OF AUDIT

21.1 Contractor shall maintain all records and accounts pertaining to work performed by Contractor under this Contract on a unit price basis, cost reimbursable price basis, or otherwise authorized in writing by Lesedi Local Municipality for performance on a cost reimbursable price basis for a period of three (3) years after final payment under this Contract. Lesedi Local Municipality or its nominee(s) shall have the right to audit, copy and inspect said records and accounts at all reasonable times during the course of such work and for the above three (3) year period for the purpose of verifying costs incurred and where applicable time spent on the work by the Contractor. This clause shall survive the expiry and termination of this contract.

21.2 Should the Contractor fail to comply with clause 22.1, then the Contractor shall not be entitled to enforce this Contract against Lesedi Local Municipality, and shall forfeit any amounts owed by Lesedi Local Municipality to the Contractor.

22. JOINT OCCUPANCY

Others may perform other work in this Contract. Contractor recognizes that the WORK hereunder may be performed under joint occupancy conditions and agrees to co-operate with Lesedi Local Municipality and other Contractors on the site so that the project as a whole shall progress smoothly with a minimum of delays due to interference between various Contractors on the site.

23. SAFETY

23.1 Contractor shall take all necessary safety and other precautions to protect all property and persons from damage or injury arising out of the performance of the work. Contractor shall comply strictly with all governmental, provincial, municipal and local laws, ordinances, regulations, by-laws and Acts of Parliament pertaining to health or safety which are applicable to Contractor or to the work, and Contractor warrants that all materials, equipment and facilities, whether temporary or permanent, furnished by Contractor in connection with the performance of the work shall comply therewith.

23.2 At all times while any of Contractor's employees, agents or Subcontractors are on Lesedi Local Municipality's premises, Contractor shall be responsible for providing them with a safe place of employment, and Contractor shall inspect the places where its employees, agents or Subcontractors are or may be present on Lesedi Local Municipality's premises and shall promptly take action to correct conditions which are or may become an unsafe place of employment for them. Contractor indemnifies and holds harmless Lesedi Local Municipality and its officers, employees and agents, from and against any and all claims, loss or liability in any manner arising out of Contractor's failure to comply with the foregoing provisions of this Clause.

24. COMMERCIAL ETHICS

Both parties undertake to act only on the basis of utmost good faith and trust in the execution of this contract. Should the Contractor commit any act which compromise or may compromise such relationship, then Lesedi Local Municipality shall be entitled to terminate this contract forthwith.

25. GIFTS AND FAVOURS

25.1 Lesedi Local Municipality shall be entitled to terminate the Agreement forthwith if it is found that gifts and favours, for example business transactions / terms/conditions that are not freely available to the public, entertainment, gifts or otherwise, were given by the Contractor, or any employee, agent or representative of the Contractor or its Sub-Contractors/Sub Suppliers to any officer or employee of Lesedi Local Municipality or family of such an officer or employee of Lesedi Local Municipality with a view toward securing the Agreement or securing the favourable treatment or terms by or from Lesedi Local Municipality

25.2 The provisions of clause 26.1 shall also apply in the event it is found that the Contractor or any employee, agent or representative of the Contractor or its Sub-Contractors/SubSuppliers accepted gifts and favours, for example entertainment, gifts or otherwise from any officer or employee from Lesedi Local Municipality with a view towards securing the Agreement or obtaining other favourable treatment by or from Lesedi Local Municipality.

26. SCHEDULE AND CO-ORDINATION

Contractor shall schedule and co-ordinate all activities and work being performed, and Contractor agrees to comply strictly with such scheduling and co-ordination which is subject to Lesedi Local Municipality's review and approval. After the award of this Contract, the Contractor's Supervisor shall meet with the Lesedi Local Municipality's designated representative at the site for the purpose of scheduling the Contractor's work in detail. Thereafter, the contractor's said representative shall attend co-ordination meetings as called by the Lesedi Local Municipality's designated representative.

27. LABOUR HARMONY

The contractor shall maintain workable and harmonious relations with its employees and between Contractor's employees and the employees of other subcontractors and the employees of Lesedi Local Municipality. Contractor shall not employ personnel from any other Contractor, Subcontractors, Lesedi Local Municipality or other Company operating in the area without first consulting Lesedi Local Municipality.

Whenever Contractor has knowledge that any actual or potential labour dispute is delaying or threatens to delay the timely performance of the work, Contractor shall immediately give notice thereof including all relevant information to Lesedi Local Municipality's designated representative.

28. CONTROL OF MATERIALS FURNISHED BY LESEDI LOCAL MUNICIPALITY (IF APPLICABLE)

28.1 Contractor shall receive all materials and equipment furnished by Lesedi Local Municipality in the presence of Lesedi Local Municipality's authorized representative and condition thereof shall be checked jointly by Contractor and Lesedi Local Municipality. Contractor shall evidence receipt and acceptance of such materials and equipment by signing forms satisfactory to Lesedi Local Municipality.

28.2 Contractor shall carefully note any visible damage to Lesedi Local Municipality's furnished materials and equipment prior to Contractor's acceptance of delivery. After Contractor has accepted delivery of such materials and equipment, it shall assume full responsibility for any loss or damage of such materials and equipment.

29. PROTECTION AND CONTROL OF MATERIALS, EQUIPMENT AND WORK

29.1 Contractor shall at all times in accordance with the best practices and at no additional cost to Lesedi Local Municipality, provide protection for all materials and equipment used by Contractor in the execution of the WORK from damage or loss due to weather, fire, theft, unexplained disappearance or other similar casualty.

29.2 Contractor shall at all times in accordance with the best practices and at no additional cost to Lesedi Local Municipality, protect from damage due to Contractor's operations all equipment and materials (whether stored or installed), paving, structures and any and all other items on site belonging to Lesedi Local Municipality or others.

30. INDEMNITY

30.1 Contractor agree to indemnify, hold harmless and defend Lesedi Local Municipality and their officers, employees, agents and representatives, from and against the following liabilities arising as a result of the execution of the work:

30.1.1 Any liability with regard to claims by governmental authorities or others for noncompliance by Contractor of any Act of Parliament, law, ordinance, regulation or by-law made by a lawful authority provided that such compliance therewith was required for the execution of the Contract or at Law.

30.1.2 Any liability arising from actual or alleged public or private nuisance arising out of negligent acts or omissions to act of Contractor or its Subcontractors, or of their employees.

30.1.3 Any liability arising from loss or damage to Contractor and/or Subcontractor's equipment and their other property on site.

30.1.4 Any liability arising from claims with regard to the death of/or injury or sickness or disease to Contractor' employees or the death of/or injury or sickness or disease to third parties.

30.1.5 Any liability arising from any loss of/or damage to property belonging to a third party.

30.1.6 Any liability arising from actual or asserted infringement or improper appropriation or use of patents, copyrights, proprietary information or know-how in respect of the work designed by/or under the responsibility of the Contractor.

30.1.7 Any liability arising from the death or injury or loss or damage to property of third parties or Lesedi Local Municipality's property as a result of the negligent acts or omissions of contractors or its subcontractor's employees.

31.1.8 Contractor shall indemnify Lesedi Local Municipality against all claims, proceedings, damages and costs of whatsoever nature arising out of contravention of environmental legislation.

32. FULL AGREEMENT

This Agreement comprises the full agreement between the parties. No amendments, additions or alteration hereto will be valid unless in writing and signed by both parties.

33. PERSONAL RESPONSIBILITY

In the event of the Contractor being a company or close corporation, the directors of the company, or the members of the closed corporation will in their personal capacities accept responsibility as guarantors and co-principal debtors to the Council for the proper compliance with the requirements of this agreement by the Contractor.

34. VARIABLE/QUALIFIED PRICES

34.1 The attention of bidders is drawn to clauses 15 and 17 of the General Conditions of Contract governing Bids, and in particular to sub clause c (i) of clause 15 in terms of which bidders are required to submit the cost factors governing the selling price, in order that any variation in cost may be positively proved without difficulty, in the event of the selling price(s) being subject to variation.

34.2 Furthermore, the attention of bidders are drawn to the fact that documentary proof, substantiating any claims in respect of price adjustments, is essential for the approval of such claims and must be submitted timeously and to the satisfaction of the municipality.

35.1 PRICE ADJUSTMENTS DUE TO VARIATION IN RATES OF EXCHANGE

35.1.1 In the event of the price(s) being based on the exchange rate against any foreign currency, the successful bidder(s) will be required to obtain forward cover in order to protect the municipality against negative exchange rate variations.

35.1.2 Proof must be provided within 14 days after the bid has been awarded that forward cover has been taken out.

35.1.3 If proof that cover has been taken out is not submitted to Lesedi Local Municipality within 14 days after the bid/contract has been awarded, the bid/contract will become null and void.

35.1.4 Where the price/s bided is/are based on the rate of exchange, the price basis as well as the date/time on which the rate of exchange shall be based must be stated on the bidders covering letter e.g. on the date of delivery, date of shipping, etc.

35.1.5 Bidders are required to submit a bank statement or an **external** auditor's report regarding the change in the exchange rate upon which the bid price is based and the actual price paid to the foreign supplier.

36.2 OTHER COST ESCALATION

36.2.1 Where variable bid prices are tendered against a fixed delivery period, upward price adjustment will only be considered as follows:

- a) for real cost escalation up to the actual delivery date if delivery takes place prior to the original delivery date stated in this bid.
- b) for real cost escalation up to the original delivery date stated in this bid, if delivery takes place on or after this date.

36.2.2 Such price adjustments will however be accepted only if the bidder on delivery or thereafter submits a statement from his **external** auditors, wherein it is confirmed that the adjusted prices are in accordance with 38.2(a) or 38.2(b) above, whichever is applicable.

36.2.3 Bidders who bid variable prices that are not coupled to an exchange rate alone, are requested to submit an expected monthly or quarterly escalation rate (which must exclude changes in the exchange rate) on the goods bided for.

37. VENDOR REGISTRATION

Prospective bidders are required to register as supplier/service providers on www.etenders.gov.za when bidding.

38. EXECUTION OF ORDERS

Bidders are reminded that orders placed against accepted bids are to be executed in strict accordance with the accepted specification and within the quoted delivery period.

39. ADDITIONAL CONDITIONS OF BID

39.1 If any Councillor or official of The Lesedi Local Municipality or spouse of such Councillor or official should have any interest in this bid whatsoever, full details of such interest shall be furnished on the MBD 4 forms.

39.2 No price increases will be considered in the event of payments made against invoiced prices.

39.3 Any orders placed within the contract period, will be paid according to the price applicable at the date of order.

39.4 In the event of the successful bidder's prices being subject to the exchange rate, the successful bidder will be required to obtain exchange rate cover on the Municipality's behalf in order to protect the Municipality against exchange rate variations as and when orders are placed.

- 39.5 In terms of Government Gazette Number 22549 dated 10 August 2001, you are required to submit an **ORIGINAL** valid Tax Clearance Certificate with this document. **If not included with this document your bid will not be considered.**
- 39.6 The bidder must submit a comprehensive company profile, for example the founding company statements, as well as a detailed exposition of previous work done, failing which the bid might not be considered.
- 39.7 If items are not tendered for, a line must be drawn through the space in black ink.
- 39.8 All pages concerning the registration of the company must be attached, failing which the bid might not be considered.
- 39.9 All prices and details must be legible/readable to ensure the bid will be considered for adjudication.
- 39.10 Bid documents will be received until 2021/01/23 at 12:00:00 and must be enclosed in sealed envelopes bearing the closing time and due date and must be endorsed:

"TENDER 32/2020: TENDER FOR SUPPLY AND DELIVERY OF FUEL , OIL & LUBRICANTS FOR LESEDI LOCAL MUNICIPALITY- 3 YEAR BID" and be deposited to the tender box situated at:

Lesedi Local Municipality
Supply Chain Management Department,
Corner of HF Verwoerd and Du Preez Street
Heidelberg, 1438

Bids will be opened at the latter address, in public at the time indicated. No late, faxed or e-mailed bid documents will be accepted.

40. FURTHER INFORMATION:

Ms Jacqueline Van Vuuren Tel :(016) 330 0448/9 from Stores shall be responsible to co-ordinate any further information regarding the technical aspects of this bid, in this instance.

Any information provided outside this arrangement shall be considered as unofficial and not binding

41. INSPECTION OF PLANT, EQUIPMENT AND PREMISES

Lesedi Local Municipality may at any stage during the production or execution, or on completion, be subject to inspect the premises of the bidder or contractor at all reasonable hours for inspection of the bidder's plant, equipment and premises prior to the bid being awarded. These inspections shall be carried out as follows:

The HOD, designated supervisor or Technical Evaluation Committee will visit the premises upon a formal appointment to inspect all plant and equipment and other items deemed necessary prior to the issue of the bid to the bid adjudication committee.

42. MAINTENANCE

The contractor must, at his own expense, remedy and make good any defect or fault whatsoever which may appear within a period of twelve months after delivery, as a result, in the opinion of the designated representative of Lesedi Local Municipality, from defective or faulty workmanship, design or materials.

The contractor to state in this bid any other guarantees applicable.

43. ESCALATION

No claims for escalation will be entertained, except where there is an increase in the manufacturer's price of the goods tendered for. Documentation to support such a claim must be submitted with same. If the prices tendered are subject to escalation, mark the relevant space on the Schedule clearly, else it will be assumed that all prices are fixed for the whole period.

44. VALUE ADDED TAX AND CURRENCY

All prices quoted are to include Value Added Tax (VAT), unless specifically stated to the contrary and all prices must be quoted in ZAR, i.e. the currency of the Republic of South Africa. The evaluation of points on this bid will be based on VAT exclusive

45. DISCOUNTS

All prices quoted shall include any applicable discounts, except any settlement discount for payment within 30 days from the date of the invoice being issued. If a settlement discount is offered, it must be filled in together with the business details and shall apply to all priced items.

46. THIRD PARTY INSURANCE

The Lesedi Local Municipality shall not provide Third Party Insurance. All insurances are to be paid for by the Contractor. Proof is to be submitted.

47. PREFERENTIAL PROCUREMENT

The Council subscribes to the preferential procurement policy as promulgated in Act 5 of 2000. Bidders wishing to claim preferential treatment must supply complete details of staff, directors and shareholding (in percentages) with the submission of their bid document.

48. ANNEXURES

All Annexures included in this document shall be completed in full by the Bidder and signed.

Should insufficient space be encountered in any annexure, the Bidder may include additional annexures of a similar format as the one in the document. Should all annexures not be completed in full, the Engineer reserves the right to render the bid incomplete and or may not be taken into consideration.

49. SITE INSPECTION/BRIEFING SESSION

Should a (compulsory) site inspection/briefing session be scheduled, mention will be made of the date, time and place on the cover page and in the advertisement. A representative from the office

of the designated representative will meet prospective bidders on that specific date and time only. The representative will not be available at any other time for inspection visits to the site.

The bidder shall be represented at the site inspection by a person, who is suitably qualified and experienced to comprehend the scope of the works.

If the bidder, or his representative, does not attend the inspection, the Employer reserves the right to disqualify the bid. If the bid is nevertheless accepted, it will be on the assumption that, unless otherwise agreed in writing, the bidder has fully informed himself by other means of all the information provided at the site inspection.

50. ALTERNATIVE BIDS

If a bidder wishes to submit an alternative for any of the items in the schedule of quantities, he shall do so in a covering letter submitted with his bid and complete the form included in the bidding documents. The letter shall contain details of the alternative, together with the relevant amendments to the specifications and the schedule of quantities.

No alternative bid will be considered, unless an unqualified bid, strictly on the basis of the bid documents, is also submitted.

If subsequently required, the bidder shall submit fully detailed drawings and calculations of the alternative bid in the form set out by the Engineer, and the cost of checking calculations and drawings shall be for the bidder's account, if his bid is accepted.

51. AUTHORITY TO SIGN BIDS

The bid shall be signed by a person duly authorised thereto.

Company: A certified copy of the Certificate of Incorporation of such company shall be included with the bid, together with a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.

Close Corporation: A certified copy of the Founding Statement of such corporation shall be included with the bid, together with a resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf.

Partnership: All the partners shall sign the documents unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in the bid.

Joint Venture: Should two or more firms jointly submit a bid, the bid shall be accompanied by the document of establishment of the joint venture, duly registered and authenticated by a notary public or other official deputed to witness sworn statements, which defines the conditions under which the joint venture will function, the period of duration, the persons authorised to represent the Joint Venture and who are obligated thereby, the participation of the several firms forming the joint venture, and well as any other information necessary to permit a full appraisal of its functioning.

One Man Concern: This shall be clearly stated and all documents shall be signed accordingly.

Bidders are referred to the MBD 6.1 forms included in the bid documents in this regard.

52. VALIDITY OF BID

The bid shall be valid for the period as stated in the bid documents.

53. TELEGRAPHIC, FAXED or EMAIL BIDS

Telegraphic, faxed or e-mailed bids will NOT be considered.

54. WITHDRAWAL OF A BID

Any Bidder has the right to change or withdraw a bid after submission, providing he applies for withdrawal before the closing date and time.

The original bid with the written changes thereon will be accepted as the final submission.

After the official closing date and time, a bidder shall not be allowed to withdraw or change his bid.

Should the successful Bidder withdraw his bid after the advertised closing date, or after notification that his bid has been accepted, fail to sign the contract in accordance with the Form of Bid within a period of 14 days, or any extended time agreed, he will be held responsible for all additional costs incurred in re-advertising the contract and/or the difference in cost incurred by appointing a less favourable Bidder.

55. INCOMPLETE BIDS

Any bid which does not comply with the conditions of bid or completed in pencil will be considered incomplete and will be liable for rejection. All bidding documents must be completed in black ink.

56. BID EXPENSES

Lesedi Local Municipality shall not be held liable for any expenses incurred in preparing and submitting bids.

57. ALTERATION OF BID BY EMPLOYER

Arithmetical errors:-

The Employer reserves the right to correct any arithmetical errors. The unit price shall be accepted as correct and any errors in the extensions and additions corrected.

Inappropriate bid prices:-

Should any price or rate seem inappropriate or unacceptable to the Employer, the Employer shall require of the Bidder the following:-

- To justify the specific price or rate by doing a financial breakdown of the complete rate; and/or
- To change the rate or price not affecting the total tendered price.

Should a Bidder refuse to alter any price or rate, the Employer may disqualify the Bid, after 7 days written notification thereof.

58. ADDITIONAL INFORMATION REQUIRED

The Bidder shall include with his bid all information, data, design calculations and drawings as may be stipulated in the specifications, drawings and annexures.

The Employer reserves the right to demand more information where such information submitted is considered inadequate. The Bidder shall supply the required supplementary information within 7 days after notification.

All costs incurred during the design of proposals and compilation of the required information shall be included in the bid rates.

59. OWNERSHIP OF BID DOCUMENTS

All persons in possession of the Bid Documents, whether Bids are submitted or not, shall regard the contents of the Documents as private and confidential.

No portion of the Bid documents and/or drawings may be reproduced or copied without prior consent.

60. ACCEPTANCE OR REJECTION OF BIDS

Acceptance of a bid does not imply that the program, construction method or any other item in detail will be accepted in full. Final drawings for final approval in accordance with the General Conditions of Contract shall be submitted, should that be a requirement of the bid.

Bids may be rejected if additional requirements are not presented as requested in the bid documents, or if the bid has been qualified, other than indicated in "Alterations by Bidder", or if any absurdities is encountered in the form of bid, annexure or bill of quantities.

The Employer is not obligated to accept any or the lowest bid.

61. REVENUE STAMPS

Any stamp duties related to the contract shall be for the account of the Bidder.

62. VARIATIONS BY THE BIDDER

Should the Bidder wish to vary terms of the General Conditions of Contract or Specification, he shall do so in writing included in the covering letter of the contractor. In the absence of any such entries, the bid will be regarded as a bid complying in every respect with the General Conditions and Specification. Preference will be given, other things being generally equal, to bids entailing a minimum of alterations.

63. AMBIGUITY

In the event of there being any doubt about any matter or of further information being required, Bidders are invited to obtain such further information from the Engineer.

64. DISQUALIFICATION DUE TO UNJUST INFLUENCING AND CANVASSING

Should there be any evidence of any unjust influencing or canvassing by the Bidder, his bid may be rejected.

65. INCREASE/DECREASE IN SCOPE OF WORK

The Employer reserves the right to withdraw any section or item in the bill of quantities. The Contractor will have no claim in this respect.

Funds allocated to complete the works may be limited. The Employer thus reserves the right to reduce or add to the scope of work to suit the available budget, in which case the contractor will have no claim in this respect.

66. POWERS OF THE LESEDI LOCAL MUNICIPALITY IN THE EVENT OF GOODS BEING DEFECTIVE

66.1 In the event of the goods being defective in quantity or quality, it is agreed that, either-

66.1.1 the Lesedi Local Municipality shall have power to purchase other goods or make good the deficiency in any manner he may deem fit, and any excess costs so incurred over the contract price, together with all charges and expenses attending the purchase, shall be recoverable from the Bidder; or,

66.1.2 if the Lesedi Local Municipality so determines, the Bidder shall, at his own expense, replace the affected goods or make good the deficiency at once, or within such period or at such time as the Lesedi Local Municipality may fix.

66.2 Nothing contained in this clause or with regard to delivery conditions, shall prejudice the power of the Lesedi Local Municipality in terms of the dispute resolution provisions of this agreement.

67. DELIVERY OF GOODS

67.1 The goods shall be delivered, at the Bidder's risk and expense, to:

The Offices of the Lesedi Local Municipality,
1 Prinsloo Street
Heidelberg and

Stuurman Street
Devon

such other place in the Municipal Area of the Lesedi Local Municipality as may be specified and at the time/s and in the manner appointed by the ED;

67.2 Each delivery must be accompanied by a correct delivery note;

67.3 All invoices (accompanied by VAT invoices) must be forwarded to the Lesedi Local Municipality without delay, **clearly stating the contract and order numbers.**

67.4 All equipment and material shall be marked accordingly.

67.5 Bidders shall state in their bids "Schedule of Prices" document (if applicable), the minimum time required to effect delivery of the goods required under this contract, after receipt of official order.

69.6 Delivery shall be made in accordance with the requirements set out in the contract.

67.7 All goods under contract arising from this bid shall be supplied only when ordered upon an official letter or form or order issued by the Lesedi Local Municipality. Lesedi Local Municipality will not be liable to pay for goods or services delivered/rendered without the above official order, letter or form of issue.

68. SURETYSHIP

68.1 The Bidder shall provide good and sufficient surety for the due fulfilment of the contract to the satisfaction of the Lesedi Local Municipality and such surety shall remain in force until the handing over of a final delivery certificate by the Lesedi Local Municipality;

68.2 The only surety acceptable to the Lesedi Local Municipality shall be in the form of a certified cheque, a letter of credit or a bank guarantee from a reputable bank drawn in favour of the Lesedi Local Municipality which will be deposited into the bank account of the Lesedi Local Municipality on receipt thereof. Bidders shall be allowed to submit bank guarantees directly issued by a bank of their choice, and approved by the accounting officer/CFO.

A guarantee may only be accepted from a banking institution registered in terms of the Banks Act, 1990 (Act No. 94 of 1990) or from an insurer registered in terms of the Insurance Act, 1943 (Act No. 27 of 1943). Therefore, when a bank does not supply a performance or construction guarantee, it is only acceptable when such is issued by registered insurance companies that are public companies. Details of registered insurance companies that are public companies appear on the Financial Services Board's (FSB) web site <http://www.fsb.co.za>. The FSB may also be contacted telephonically on 0800 110 443 to establish whether or not a company is a registered insurer.

68.3 In the event a cash amount (deposit) or a bank guaranteed cheque from a registered bank drawn in favour of the Lesedi Local Municipality has been opted, the Lesedi Local Municipality will not be held accountable nor obliged to pay the Bidder interest earned as a result of such action.

68.4 Unless otherwise provided for, the surety shall be for 10% of the total value of the bid price/contract value;

68.5 The cost of obtaining any such suretyship shall be borne by the Bidder;

68.6 The liability under such suretyship shall terminate upon the issue of a final delivery Certificate.

69. DISPUTE ARBITRATION

- 69.1 A dispute between the parties relating to any matter arising out of this agreement or the interpretation thereof, shall be referred to arbitration, by either of the parties, by way of a notice to the other party, in which notice particulars of the dispute are set out.
- 69.2 When arbitration proceedings are held it shall not be necessary to observe or carry out the usual formalities of procedure (e.g. there shall not be any pleadings or discovery or in accordance with the strict rules of evidence.)
- 69.3 Arbitration shall be held immediately and with a view to its being completed within 30 calendar days after it is demanded.
- 69.4 The arbitrator for such arbitration proceedings shall be a suitably qualified person agreed upon by the parties and, failing agreement, nominated by the chairperson for the time being of the Association of Arbitrators (Southern Africa).
- 69.5 The decision of the arbitrator shall be final and binding on the parties, who shall summarily carry out that decision and either of the parties shall be entitled to have the decision made an order of any court with competent jurisdiction.
- 69.6 The "arbitration" clause in this agreement shall be severable from the rest of this agreement and therefore shall remain effective between the parties after this agreement has been terminated.
- 69.7 No clause in this agreement which refers to arbitration shall mean or be deemed to mean or interpreted to mean that either of the parties shall be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator."

70. PUBLICITY

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

70. WAIVER OF RIGHTS

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

71. CESSION OF RIGHTS

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

71.2 No party may cede, delegate or assign any of its rights or obligations in terms of this agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed.

72. DEFAULT/CANCELLATION OF BID AND/OR CONTRACT

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

73. PATENTS

The Bidder shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trade marks or other protected rights and hereby indemnifies the Lesedi Local Municipality against any claims arising there-from.

74. REGISTRATION OF CONTRACTORS

Contractors/bidders who are compelled to register with controlling authorities regarding their goods/services to be delivered/rendered, should ensure that their relevant registrations are in order prior to the closure of the bids.

75. WARRANTY

Unless specified otherwise in the SCC the warranty shall remain valid for twelve (12) months after the goods, or 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 of place of loading in the source country whichever period concludes earlier.

76. PENALTIES

Should the bidder fail to deliver any or all the goods or perform the services within the period specified in the contract, Lesedi Local Municipality may, 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 until actual delivery of performance. Lesedi Local Municipality may consider termination of the contract at it sees fit.

77. DOMICILIUM & SOUTH AFRICAN JURISDICTION

The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Bid, and each Bidder shall indicate a place in the Republic and specify it in his Bid as his *domicilium citandi et executandi* where any legal process may be served on him.

Each Bidder shall bind himself to accept the jurisdiction of the Courts of Law of the Republic of South Africa.

The parties choose as their respective *domicilia citandi et executandi* the Following addresses:

The Council: Lesedi Local Municipality
Corner of HF Verwoerd and Du Preez Street
Heidelberg 1438

The Contractor

Change of these addresses will only be valid if the other party has been notified in writing.

- All notices between the parties concerned, must be in writing.
- If a notice or document is delivered by hand, written proof of delivery must be obtained. If a document is delivered by official of the Council, a statement to that effect will be sufficient.
- If not delivered by hand, notices and documents will be sent by registered post.

78. ACCEPTANCE

78.1 Unless otherwise specified in the invitation to bid, this bid shall remain open for acceptance for a period of **ninety (90) days** from the date on which bids are due and during this period the Bidder shall agree not to withdraw his/her bid or impair or derogate from its effect;

78.2 The written approval of this bid by the Lesedi Local Municipality, by way of letter of acceptance, shall constitute a contract binding on both parties;

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

79. SIGNATURE AUTHORITY OF CONTRACTOR/BIDDER

I, _____ in my capacity as _____

hereby confirm to be duly authorized to sign on behalf of _____
(Name of organization)

Address: _____

Telephone no: (_____) _____ and hereby acknowledge that I have read and understood all the conditions and special conditions of contract and conform to adhere to the schedules as set out in this bid document.

Signed at _____ on the _____ day of _____ 2016.

SIGNATURE OF CONTRACTOR

As Witnesses:

1. _____

2. _____

SPECIAL CONDITIONS OF CONTRACT

TENDER NO: 32/2020

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 means of a correcting fluid such as Tipp-Ex or a similar product. In the event of a mistake having been made 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), please indicate the estimated annual price increase and the intervals of such increases.
6. The lowest or any bid will not necessarily be accepted and Lesedi 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. Tax clearance certificates issued by SARS will be accepted. Tax clearance certificates must be valid on the official closing date of the bid or Tax Compliance Status document (TCS)
9. In bids where Consortia / Joint Ventures / Sub-contractors are involved, **each party must submit a separate** Tax Clearance Certificate OR Tax Compliance Status (TCS) document.
10. The following information / documentation must be attached to every bid document:
 - comprehensive company profile;
 - detailed exposition of previous experience, specifically with relation to similar work done;
 - Tax clearance certificate or Tax Compliance Status
 - copy of latest Municipal account (irrespective of the municipal area) as well as all its directors or a lease agreement indicating Rates and Taxes not older than three (3) months.
 - copy of entities registration documents
 - if a bid is submitted by a joint venture, a copy of the memorandum of agreement between the parties;
 - Valid original B-BBEE Certificate or Letter from Registered Auditor in case of Emerging Micro-Enterprises (EME) or required to submit sworn affidavits.
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 Lesedi Local Municipality allow 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 **Monday, 09 August 2021, 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
Lesedi Local Municipality
PO Box 201
Heidelberg
1438

OR

The Municipal Manager
Lesedi Local Municipality
Cnr. Du Preez & HF Verwoerd Streets
TENDER BOX
Heidelberg

16. 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.

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.

ITEM	DESCRIPTION	YES	NO
1.	Provided copy of your company registration document.		
2.	Provided certified copy of your company VAT registration Certificate		
3.	Tax clearance certificate/copy of tax compliance status (TCS) document has been submitted – in the name of the bidding entity		
4.	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, which is in arrears for more than three (3) months? No bid will be awarded to a company and its directors that owe more than three (3) months charges to any municipality or metro.		
5.	Lease agreement/municipal account of not older than three months in the name of the bidding entity. (Copy of the lease agreement will only be accepted if water and lights are part of lease payment).		
6.	<ul style="list-style-type: none"> ▪ Valid B-BBEE Rating Certificate or letter from registered auditor ▪ Consolidated B-BBEE certificate / letter in case of a trust, consortium or joint venture. 		
7.	All pages of the bid document have been read by the bidder and the returnable schedules and MBD forms duly completed and signed.		
8.	All pages requiring information have been completed in full and in black ink.		
09.	No pages removed from the tender document		
10.	The pricing schedule has been signed.		
11.	A copy of the resolution of your Board of Directors, similar to the attached specimen, authorizing the signatory to sign the tender and the subsequent contracts, has been attached and signed.		

12.	JV agreement has been attached and signed (if applicable)		
13	Bidder must attach the Central Supplier Database (CSD) registration summary report.		
14.	In case of any amendments made, was it signed in full by the authorized signatory? Please note that the use of tipp-ex will lead to immediate disqualification.		
15.	<p>Please declare any interest as required in terms of MBD - 4 truthfully and correctly as incorrect declarations are considered a criminal offence.</p> <ul style="list-style-type: none"> ▪ Personal Tax Numbers included ▪ State Employee Number / Persal Number ▪ Identity number ▪ Name 		
16.	Please take note of the functionality evaluation criteria that will be applied to your submission in order to ensure that your company has the necessary capacity and capability to successfully execute this tender, if appointed. Ensure that sufficient information is included in your submission to ensure successful evaluation of your bid.		

PLEASE NOTE:

- ❖ **No contract will be awarded to a service provider, if the service provider or its directors are in arrears with their municipal accounts for more than three (3) months.**
- ❖ **In case of a Joint Venture, please note that individual documents have to be submitted for all parties in the JV, like tax clearance certificates, municipal accounts, etc.**
- ❖ **No communication with Lesedi Municipal officials are allowed after the closing date of the tender. The only authorized form of communication will be through the Supply Chain Management Office.**
- ❖ **No bids will be accepted if not submitted on the correct closing date and time. No late bids will be considered, even if only late by a minute.**