



**MOHOKARE**  
LOCAL MUNICIPALITY



P. O. Box 20, Zastron, 9950  
Tel: 051 673 9600  
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[www.mohokare.gov.za](http://www.mohokare.gov.za)

**CONTRACT NO.: SCM/MOH/09/2022**

**PROPOSAL FOR THE APPOINTMENT OF SERVICE PROVIDERS  
FOR SOURCING OF FUNDS AND IMPLEMENTATION OF  
INFRASTRUCTURE PROJECTS FOR A PERIOD OF THREE (3)  
YEARS**

**CLOSING DETAILS**

<b>DATE</b>	29 DECEMBER 2022
<b>TIME</b>	14:00
<b>VENUE</b>	20 HOOFD STREET ZASTRON 9950

**PREPARED BY:**

Mohokare Local Municipality  
P.O. Box 20  
Hoofd Street  
Zastron  
9950

<b>NAME OF BIDDER</b>	
<b>CSD REGISTRATION NO.</b>	
<b>ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>CONTACT PERSON</b>	
<b>E-MAIL ADDRESS</b>	



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**The following particulars must be furnished /attached failure to do so WILL result in your bid being disqualified**

No.	Details	Tick(x)
1.	Invitation to Bid <b>(MBD1)</b>	
2.	Tax Clearance requirements <b>(MBD 2)</b>	
3.	Declaration of interest <b>(MBD 4)</b>	
4.	Declaration for procurement above R10m (All appl. Taxes included)_ <b>(MDB 5)</b>	
5.	Preference Points Claims form <b>(MBD 6.1)</b>	
6.	Declaration of Bidder's past SCM Practices <b>(MBD 8)</b>	
7.	Certificate of Independent Bid Determination <b>(MBD 9)</b>	
8.	Company registration certificate	
9.	Director(s) Identification Document (ID)	
10.	Three (3) years Annual Financial Statements (AFS)	
11.	<b>Original municipal account of company</b> , if renting and the lessee is not responsible for municipal rates and taxes as stipulated in the lease agreement <b>only</b> a signed lease agreement /if renting and the lessee is responsible for municipal rates and taxes as stipulated in the lease agreement <b>both</b> signed lease agreement and municipal account not older than 3 months	
12.	<b>Certified company registration</b> (e.g. close corporation, company or trust) indicating the date the document was certified with all certified ID copies of the directors as indicated in the registration document. The certification must not be older than 3 months	
13.	<b>Letter of authority of signatory</b> not older than 3 months	
14.	<b>Valid BBBEE certificate</b> issued by <b>SANAS</b> accredited agencies or issued by registered auditors accredited by <b>IRBA</b> or Affidavit	
15.	<b>Joint Venture Agreement</b> (if applicable)	
16.	Signed and completed <b>addenda to the tender</b> (if applicable)	
17.	Proof that the supplier is registered on the <b>Centralised Suppliers Database (CSD)</b>	
18.	Proof of professional indemnity insurance	
19.	Tenderers must be registered with CESA (Consulting Engineers South Africa). Proof of registration must be submitted with the bid submission.	
20.	Company profile with verifiable references & completion certificates on work completed to date.	

21.	Proposal attached	
22.	Quality Management Plan	
23.	VAT registration certificate.	
24.	Tax Compliance certificate	
25.	Valid Workmen's Compensation Fund (COIDA) Certificate	

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## INVITATION TO BID

SCM/MOH/09/2022	the proposal for the appointment of service providers for sourcing of funds and implementation of infrastructure projects for a period of three (3) years	80/20 <b>Functionality:</b> details in the document	R500.00	14/12/2022 Zastron Town Hall 10h00	Mr. S. Shamase  074 085 3384 mohokarepnu@gmail.com	Mr. P. Lesenycho  061 267 1582 pule@mohokare.gov.za	29/12/2022 Zastron Town Hall 14h00
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<b>AVAILABILITY OF DOCUMENTS: During the compulsory site briefings</b>	<b>ALL BID DOCUMENTS TO BE COLLECTED (AT A FEE OF R 500.00) OR DOWNLOADED ON THE NATIONAL TREASURY E-TENDER PORTAL AND MUNICIPAL WEBSITE (FREE OF CHARGE) AND SUBMITTED AT:</b> Mohokare Local Municipality, Zastron Offices 1 Hoofd Street Zastron 9950
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### MINIMUM REQUIREMENTS:

1. Valid original tax clearance certificate must be attached 2. In the case of a JV valid and original tax clearance of all parties must be attached. 3. Certified copies of Company Registration Certificate reflecting names and identity numbers of active shareholding must be attached, except for sole traders and partnerships 4. In the case of a JV certified copies of Company Registration Certificates reflecting names and identity numbers of active shareholding of all parties must be attached. 5. In case of a JV a copy of a JV agreement. 6. Municipal rates and taxes certificate not older than **90 days** or a lease agreement showing who is liable for municipal rates between the lessor or lessee (if the lessee is municipal rates and taxes certificates not older than 90 days). 7. In the case of a JV municipal rates and taxes certificates not older than 90 days or lease agreement showing who is liable for municipal rates between the lessor or lessee (if the lessee is municipal rates and taxes certificates not older than 90 days) of all parties must be attached. 8. All supplementary/compulsory forms contained in the bid document must be completed and signed in full. 9. All bidders must be registered in the suppliers' National Treasury Centralised Supplier Database(CSD) before closure date. 10. Other requirements are listed in the tender documents.

### PLEASE NOTE:

1. **Section 217** of the Constitution of the Republic of South Africa requires an organ of state to contract for goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective. 2. No bid(s) will be accepted from a person who is in the service of the state. 3. The following shall not be considered: - (i) Tenders received after the closing

date and time determined here-in. (ii) Tenders of which the envelopes have not been duly marked for identification. (iii) Telegraphic, faxed and telephonic tenders or those completed in pencil. 4. The lowest bid/proposal will not necessarily be accepted and the Municipality reserves the right to accept where applicable a part or portion of any bid or where possible accept bids or proposals from multiple bidders OR the Municipality does not bind itself to accept the lowest or any tender and it reserves the right to accept any tender wholly or partially. 5. **Municipal Supply Chain Management Policy and Preferential Procurement Framework Act no 5 of 2000 and Preferential Procurement Regulations of 2017** will be applied (bidders(s) who fails to submit an original or certified copy of a BBBEE certificate will forfeit BBBEE points). 6. Bids or proposals that are invalid, non-responsive in terms of **21 (d) (iii)** of the Mohokare Supply Chain Management Policy will be disqualified at the opening. 7. In the case where the bid valid period is not indicated in the bid document the bid validity period shall be **120 days** from the closing date of the bid. The municipality will only communicate the outcome of the bid with the successful bidder.

### ADDITIONAL NOTES:

All bids should be deposited in the tender box at the Mohokare Local Offices, Hoofd Street, Zastron by not later than 14:00 of the closing date stated above. The envelope must be **CLEARLY MARKED FOR IDENTIFICATION**, with the respective SCM number; and Advert description as stated above. Tenders listed in the National Treasury's Register of Defaulters will be automatically disqualified.

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>SUPPLIER INFORMATION</b>					
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	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

MUNICIPALITY : Mohokare Local Municipality  
DEPARTMENT : Supply Chain Management  
CONTACT PERSON : SCM Officer - Mr P Lesenyeho  
TEL NUMBER : (051) 673 9600  
CELL NO. : 065 885 1360  
FAX NO. : (051) 673 1550

**ANY ENQUIRIES REGARDING THE TECHNICAL INFORMATION MAY BE DIRECTED TO:**

MUNICIPALITY : Mohokare Local Municipality  
DEPARTMENT : Technical Services  
CONTACT PERSON : PMU Manager - Mr SL Shamase  
TEL NUMBER : +27 (051) 673 2033  
CELL NO. : 074 085 3384  
EMAIL NO. : [mohokarepmu@gmail.com](mailto:mohokarepmu@gmail.com)



## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>										
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.  1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>  1.3. 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.										
<b>2. TAX COMPLIANCE REQUIREMENTS</b>										
2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.  2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.  2.3. APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.  2.4. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.  2.5. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.  2.6. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.  2.7. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.										
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p><b>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.</b></p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

**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: .....

## **TAX CLEARANCE REQUIREMENTS**

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver' s Office.

**APPLICATION FOR TAX CLEARANCE CERTIFICATE**  
**(IN RESPECT OF BIDDERS)**

1. Name of taxpayer / bidder: .....
2. Trade name: .....
3. Identification number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
4. Company / Close Corporation registration number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
5. Income tax reference number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
6. VAT registration number (if applicable): 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
7. PAYE employer's registration number (if applicable): 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signature of contact person requiring Tax Clearance Certificate: .....

Name: .....

Telephone number: Code:..... Number: .....

Address: .....

.....

.....

DATE: 20\_\_\_\_ / \_\_\_\_ / \_\_\_\_

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RETURN OF RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state\*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state\* **YES / NO**

3.6.1 If so, furnish particulars.

.....

.....

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

3.7.1 If so, furnish particulars.

.....

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

3.8 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**

3.8.1 If so, furnish particulars.

.....  
.....

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

3.9.1 If so, furnish particulars

.....  
.....

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

3.10.1 If so, furnish particulars.

.....  
.....

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

3.11.1 If so, furnish particulars.

.....  
.....

**CERTIFICATION**

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

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

**I ACCEPT THAT THE MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

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

**1** Are you by law required to prepare annual financial statement for auditing?

**\*YES / NO**

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

.....

.....

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

**\*YES / NO**

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

**2.2** If yes, provide particulars.

.....

.....

\* Delete if not applicable

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

**\*YES / NO**

3.1 If yes, furnish particulars.

.....

.....

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

**\*YES / NO**

4.1 If yes, furnish particulars.

.....

.....



**CERTIFICATION**

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 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.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

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

1.2

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

1.3 Points for this bid shall be awarded for:

- (a) Price; and  
(b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

**2. DEFINITIONS**

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

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (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

## 5. BID DECLARATION

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

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

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

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

v) 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		
Black people who are military veterans		
<b>OR</b>		
Any EME		

Any QSE		
---------	--	--

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:**  
.....

**Registered Account Number:** .....

**Stand Number:**.....

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

8.9 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 contributor indicated in paragraphs 1.4 and 6.1 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 1

indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, 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 contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>	<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
--	---

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	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?  (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).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <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:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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**



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  - 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS

The tenderer is to affix to this page either:

1. Proof that they are not in arrears for more than 90 days with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. **Attach latest municipal account statement behind this page. The statement must not be older than three months from the close of this tender.**; or
2. Signed copy of the lease agreement if the tenderer is currently leasing premises and not responsible paying municipal accounts **together with a letter from the landlord** (not older than three months) stating that no levies are in arrears (*only if applicable*); or
3. Both of the above if the tendered is leasing and is responsible for the municipal rates and taxes

Note:

- Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
- Should this tender be considered for award of the contract, based on proof of submission and should the proof of such submission be found to be invalid, erroneous or inaccurate, this tender will no longer be considered for the award of the contract.
- Statement must not be older than three months from the closing date of this tender.

I, \_\_\_\_\_, (Full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct and that I / we have no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 90 days (30 days if the tender price exceeds R10 Million).

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

### A. Certificate for Company

I, \_\_\_\_\_, chairperson of the board of \_\_\_\_\_, hereby confirm that by resolution of the board (copy attached) taken on \_\_\_\_\_ 20...., Mr./Ms. \_\_\_\_\_ acting in the capacity of \_\_\_\_\_, was authorized to sign all documents in connection with this tender for Contract No 12/2021 and any contract resulting from it on behalf of the company.

#### As witnesses:

1. \_\_\_\_\_ Chairman : \_\_\_\_\_
2. \_\_\_\_\_ Date : \_\_\_\_\_

### B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as \_\_\_\_\_, hereby authorize Mr./Ms. \_\_\_\_\_ acting in the capacity of \_\_\_\_\_, to sign all documents in connection with this tender for Contract no. SCM/MOH/01/2022 and any contract resulting from it on our behalf.

*Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

Name	Address	Signature	Date

### C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr./Ms. \_\_\_\_\_, authorized signatory of the company \_\_\_\_\_ acting in the capacity of lead partner, to sign all documents in connection with this tender for Contract no. SCM/MOH/01/2022 and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

### D. Certificate for Sole Proprietor

I, \_\_\_\_\_ hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_

#### As witnesses:

1. \_\_\_\_\_ Sole Owner : \_\_\_\_\_
2. \_\_\_\_\_ Date : \_\_\_\_\_

### E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as \_\_\_\_\_, hereby authorize Mr./Ms. \_\_\_\_\_ acting in the capacity of \_\_\_\_\_, to sign all documents in connection with this tender for Contract no. SCM/MOH/01/2022 and any contract resulting from it on our behalf.

*Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

## BEE RATING CERTIFICATE

1. Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims,
2. Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for B-BBEE,
3. However, should the municipality stipulate a specific B-BBEE Status Level as prequalification criteria in terms of Regulation 4 of the Preferential Procurement Regulations (2017) and the tenderer does not meet this requirement; the municipality will disqualify such tenderer as having submitted an unacceptable tender.
4. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate.

AOs / AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies

4.1. Tenderers other than EMEs

4.1.1. Verification agencies accredited by SANAS; or

4.2. Tenderers who qualify as EMEs (total revenue of R10 million or less)

4.2.1. Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

**Tenderers are to note that copies of certified documents will not be accepted.**

**Attach a valid BEE Rating Certificate behind this page.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



## JOINT VENTURE AGREEMENT

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. \_\_\_\_\_, authorized signatory of the company, close corporation or partnership \_\_\_\_\_, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY SIGNATORY	AUTHORISED
Lead Partner		Signature:	
		Name:	
		Designation:	
		Signature:	
		Name:	
		Designation:	
		Signature:	
		Name:	
		Designation:	

**Note:**

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this schedule.

Service providers intending to tender in the form of Joint Ventures/Consortiums must submit the following documentation together with the tender:

- Original and valid tax clearance certificate of all parties of the Joint Venture/Consortium;
- An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of the contract and;
- A consolidated valid and original or certified copy of their B-BBEE Status level verification certificate obtainable from a verification agency accredited by SANAS or a registered auditor approved by the Independent Regulatory Board of Auditors (IRBA);

- Bank rating of all parties of the Joint Venture/Consortium or the bank rating of the joint venture bank account– if applicable;
- Letter of “Good standing” from the Entity’s Financial Institution (Bank) of all parties of the Joint Venture/Consortium– if applicable;
- Proof of good standing with municipal accounts of all parties of the Joint Venture/Consortium;
- Declaration of interest of all parties of the Joint Venture/Consortium;
- Declaration of bidder’s past supply chain management practices of all parties of the Joint Venture/Consortium;
- Certificate of independent bid determination of all parties of the Joint Venture/Consortium.

Further to the above, the name of the Joint Venture/Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## SCHEDULE OF PROPOSED SUB-CONTRACTORS

The Tenderer shall list below any Sub-Contractors he wishes to employ to carry out part(s) of the Work.

The acceptance of his tender shall not be construed as approval of all or any of the listed Sub-Contractors. Should any or all of the Sub-Contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender. Furthermore, the tendered unit rates for the various items of work shall remain final and binding.

**Bidders are requested to furnish certified copies of the proposed subcontractor's CK Certificate, copy of latest municipal statement, BEE Rating Certificate as well as certified copies of the owners' Identity Documents along with this tender.**

SIGNED ON BEHALF OF TENDERER: \_\_\_\_\_

No.	PROPOSED SUB-CONTRACTORS	PART OR TYPE OF WORK	ADDRESS OF PROPOSED SUBCONTRACTOR	CONTACT DETAILS	VALUE OF WORK (R)
1		.		.	
2		.		.	
3		.		.	
4		.		.	
5		.		.	
TOTAL VALUE OF WORKS TO BE SUB-CONTRACTED					R

## EXPERIENCE OF TENDERER

The following is a statement of work of a similar nature (E.g. Engineering Consultation Services) successfully executed by myself / ourselves within the past 5 years with a minimum value of R 500,000.00:

Bidders must have specific experience and submit references letters (in a form of written proof/(s) on organization's letterhead including relevant contact person, nature of service, contract amount, commencement date, telephone number, fax number and email addresses) of similar work undertaken.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ (of person authorized to sign on behalf of the Tenderer)

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	DESCRIPTION OF WORK	VALUE OF WORK (inclusive of VAT)	COMPLETION DATE
(Client)			
(Contact ) Person			
(tel.)			.....
(email) .			
(Client)			
(Contact Person			
(tel.)			.....
(email)			
(Client)			.....

(Contact Person				
(tel.)				
(email)				
. (Client)				.....
(Contact Person				
(tel.)				
(email) . _____		-		

**\*PLEASE ATTACHED THE FULL LIST TOGETHER WITH YOUR COMPANY PROFILES**

REFERENCE LETTERS

**Note: A service provider must complete the table for Appendix 1, depending on the sub categories of related work or services he or she wants to apply for on page 48, and in doing so must submit references of experience that are applicable to such selected sub categories.**

Bidders must have specific experience (E.g. Engineering Consultation Services) and submit recent references (in a form of written proof/(s) on organization’s letterhead including relevant contact person, nature of service, contract amount, commencement date, telephone number, fax number and email addresses) of similar work undertaken.

Reference Letters must make reference to the nature of the works or services undertaken as well as the total value of the works executed by the bidder.

Reference Letters are to be signed by the referee (either the Director/Manager of the firm/entity or their delegated official) and dated.

**Bidders are to note that appointment letters/purchase orders will not be accepted in lieu of reference letters.**

Clients may further include on such written references their rating of the Bidder according to any of the following criteria:

- I. Turn-around times
- II. Quality of feedback
- III. Accessibility and availability
- IV. Reliability
- V. Customer satisfaction

Attach References to this page

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**RECORD OF ADDENDA**

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.		
	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		

*Attach additional pages if more space is required.*

**Failure to acknowledge any addendum released by Mohokare Local Municipality may result in your tender submission being declared non-responsive.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## ELIGIBILITY CRITERIA

Tender offers will only be accepted if:

1. The tenderer must be compliant in their tax matters with the South African Revenue Services (SARS).
  2. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 person prohibited from doing business with the public sector.
  3. The tenderer has not:
    - 3.1. abused the Employer's Supply Chain Management System; or
    - 3.2. failed to perform on any previous contract and has been given a written notice to this effect.
  4. The tenderer is registered on the Central Supplier Database.
  5. The tenderer is not in arrears for more than 90 days with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. The statement must not be older than three months from the closing date of this tender. Alternatively, if the tenderer is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached.
  6. A Joint-Venture Agreement, if applicable, is submitted with tender.
  7. Tenderers are required to submit a minimum of three written testimonials from clients to substantiate their ability to undertake the required services, proof in providing engineering consultations within the past 5 years with a minimum value of R 500,000-00.
  8. Tenderers must be registered with CESA (Consulting Engineers South Africa), Proof of registration must be submitted with the bid submission, and failure to do so will result in disqualification of the bid.
9. The following schedules are fully completed and signed:
- I. Invitation to bid – MBD 1
  - II. TAX Clearance requirements – MBD 2
  - III. Declaration of interest – MBD 4
  - IV. Declaration for procurement above R10 million – MBD 5
  - V. Preference Points Claim form – MBD 6.1
  - VI. Declaration of bidder's past supply chain management practices – MBD 8
  - VII. Certificate of independent bid determination – MBD 9



- VIII. Proof of good standing with municipal accounts
- IX. Authority for signatory
- X. Joint venture agreement (if applicable)
- XI. Record of addenda

## FUNCTIONALITY CRITERIA

Bidder must submit all required supporting document to score points for the functionality criteria. The criterion will entail the following aspects:

- a) Relevant Company Experience with focus on municipal services linked projects
- b) Monetary Value of municipal relevant Projects Completed by the company
- c) Administrative Office (Locality)
- d) Profiles of Company key professional personnel
- e) Methodology and approach used

Evaluation Area	Criteria	Maximum points
Relevant Company Experience	Relevant experience in implementing and completing municipal engineering / built environment projects in the municipal environment	35
Monetary Value of Project Completed by the company	Total approved budget for successfully completed projects in areas of municipal services	10
Administrative Office / Locality	Location of premises/offices where operations are performed.	10
Company personnel	Profile of relevant experience of company's personnel to implement similar projects	35
Methodology and Approach to be used.	Project methodology must adequately address critical aspects.	10
<b>TOTAL</b>		<b>100</b>

In order for a tender to be considered responsive in respect of quality, a score of **70 points** out of a total of 100 points should be achieved. Any tender scoring below 70 points shall be rejected as non-responsive.

## Evaluation Schedule: Bidder's Experience

The competency of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work within the last (7) years will be evaluated strictly for up to seven projects. The project to be listed must be relevant and equally similar to the scope of work (provincial and municipal engineering/built environment related projects).

Tenderers should very briefly describe their experience in this regard on the returnable schedule provided. Only similar projects successfully completed will be evaluated with proof by providing copies of the Completion Certificates (or Final Approval Certificates). Bidders must provide details of 7 successfully completed projects with at least four being in the municipal environment or space or related to services provided in the municipal scope. Allocation of points will only be based on the requirements detailed above. The scoring of the tenderer's experience will be as follows:

Relevant Company Experience:

Relevant Company Experience (for each project up to maximum of seven projects)		Scoring per project	Maximum Possible Points
1	Relevancy of Experience regarding nature of projects e.g. Roads, Water, Sanitation, Social amenities		35
Projects of similar scope or relevant work successfully completed in the past 7 years with some projects being in the municipal environment or related to services provided by municipalities.			
	≥ 5 projects of similar scope or relevant work successfully completed in the past 7 years.	35	
	2 to 3 projects of similar scope or relevant work successfully completed in the past 7 years	30	
	1 to 2 projects of similar scope or relevant work successfully completed in the past 7 years	10	
TOTAL			35

## Evaluation Schedule: Monetary Value of Project Completed by the company

The competency of the tenderer or joint venture partners will also be measured against successfully completed project complete the total approved budget or professional fees (financial or approved budget for professional fees only). These fees include stage 1-6 of the entire project implementation stage. The fees do not include construction final budget for the contractor, it is specific to the value of the work undertaken by the professional firm. The project to be selected herein should be same

as the projects listed in bidder's past experience. Points will be strictly awarded as per listed projects; no additional project will be considered if it is not included in the criteria of bidder's experience.

The points shall be allocated as shown below:

Monetary Value of Project Completed by the company (for each project up to maximum of seven projects)		Scoring per project	Maximum Possible Points
2	Value of successfully completed project complete with defines scope of work in the past 7 years in the municipal environment or services related to municipal scope.		10
	Total monetary value of the projects in the past 5 years. ( $\geq$ R 5 Million)	10	
	Total monetary value of the projects in the past 3 years. ( $\geq$ R3 - < R 5 Million)	7	
	Total monetary value of the projects in the past 2 years ( $\geq$ R 2 - < R3 Million)	5	
	Total monetary value of the projects in the past 1 years. (< R 2 Million)	3	
TOTAL			10

## Office Locality

The locality of bidder's physical operating premises will be evaluated as provided in the below table. Bidders are encouraged to submit their bid regardless of their locality, However, locally based bidders will be given preference based on evaluation criteria listed below. The municipality reserves the right to inspect physical operating premises during bid evaluation process. The bidders is expected to inform the client when there are changes pertaining to locality of physical operation premises. The address shall be identical with information contained in MBD 1

Locality of bidders		Scoring per project	Maximum Possible Points
3	Locality of physical trading or operating premises		10
	Offices within the vicinity of Mohokare Local Municipality	10	
	Offices within the vicinity of Xhariep District	7	
	Offices within the vicinity of Free State Province	5	
	Offices within the Republic of South Africa	3	
TOTAL			10

## Company personnel

The competency of the tenderer or joint venture partners will also be measured against the company personnel to be assigned to project(s) as and when it is required. These personnel will comprise of key staff members to be assigned on each project. The bidder's competency will be evaluated based on four key positions.

These positions are:

- Senior Engineer/Project Manager
- Design Engineer
- Resident Engineer or Other

The bidder may list a specific position under "other" based on company's structure and operations. The above key personnel is proposed for the purpose of functionality only. However, in case the bidder is awarded a project, the quality and competency of key personnel must not be compromised when the bidder intends to change initially nominated or selected personnel. The bidder shall inform Client's project manager when changes has been effected, however this shall not compromise or change the quality of original submission in terms of key personnel's abilities. The competency should be the same or even better than the initial submission.

Bidders are encouraged to submit an abbreviated (maximum length of 3 pages) CV of key nominated personnel. Submission of lengthy and additional CV's is not encouraged due to ease of evaluation. Therefore, bidders are encouraged to include only experience and qualifications relevant to the nature and scope of work. Special focus must be given to completed in a municipal environment or services related to the scope of the municipality. It should be noted that the positions evaluated for quality is not regarded as exhaustive and the successful tenderer shall comply with the General Conditions of Contract or Requirements of any regulated body in the relevant industry as well as the Specifications in regards deploying all necessary and additional skilled staff to the project.

Relevancy of experience and academic qualifications of key personnel		Scoring per project	Maximum Possible Points
4	Relevancy of Experience and qualification of key personnel		30
Relevancy of Experience of nominated/selected personnel			
	>6 years of experience in planning, design and implementation of projects similar to target scope of work	30	
	≥4 - ≤ 6 years of experience in planning, design and implementation of projects similar to target scope of work	25	
	≥3 - ≤6 years of experience in planning, design and implementation of projects similar to target scope of work	15	
	< 2 years of experience in planning, design and implementation of projects similar to target scope of work	10	
Relevancy of academic qualifications for nominated			5
	B Degree in Civil Engineering	5	
Total			35

## Methodology and Approach used

Each responsive tender will be assessed in terms of the tenderer's ability to demonstrate insight into the required-on planning, procurement, design, and implementation phase. In this respect the tenderer will be scored on a methodology and approach used. The points scored in respect of financial matters are as follows:

Methodology and approach on project planning, procurement, detailed design, implementation phase, and close out report		Scoring per project	Maximum Possible Points
5	Methodology and approach		10
	Project methodology adequately addressing all critical aspects.	10	
	Project methodology moderately addressing only planning aspects.	5	
	Project methodology poorly addressing limited aspects.	2	
TOTAL			10

Should the relevant bidder/s meet the minimum required percentage or minimum points, they will be evaluated in terms of price and preference as per the PPPFA Act, No.5 of 2000 and its associated Regulations issued by the National Treasury.

COMPANY PROFILE

Bidders are required to submit a Company Profile that records evidence of previous work which substantiate their ability to undertake specific tasks.

The Company Profile must include the following items:

- Company Registration Documents
- Latest Financial Statements
- VAT Registration Certificate
- Proof of Experience in the Industry
- Proof of Locality of Registered Offices
- Letter of Good Standing (COIDA) and proof of good standing with the Unemployment Insurance Fund (UIF) – if applicable
- OHS Policy
- Quality Management Plan (if any)
- **Proof of Registration with CESA**
- **Details of Engineers / Project Leader - CV and ECSA Certificates with certified Qualification Certificates to be attached**

Please note that all copies of qualifications must be certified. Copies of certified documents will not be accepted.

Attach Company Profile to this page.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



## CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

Name of Tenderer	
Supplier Number	

**No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).**

The establishment of a Central Supplier Database (CSD) will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralizing government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Registration on the Central Supplier Database must be done online via the website:

<https://secure.csd.gov.za>

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## SCOPE OF WORKS

The required appointed professional consulting engineering must provide technical support to the PMU through the following scope of work:

Project management Unit Functions	
Stages	Control Stages Deliverables
1.Project Planning	Conduct feasibility for need of project Scope the work to be performed Set realistic time-frames
2. Detailed Feasibility study	Conducting feasibility study as and when required
3.Procurement	Prepare and submit a procurement plan for project Develop clear bidder Checklist
4.Detailed Designs	Develop designs for the project with a Bill of Quantities (BoQ) and pricing for the project
5.Technical Report	Prepare report on bids received to determine suitability of each bidder in relation to the requirements of the project.
6. Develop EIA's as and when for water and sanitation project	Assisting in developing EIA report when required and submit to the department environmental for approval
7.Cost developing Budget	Frequently review of budget.
8.Execution and reporting	Monitor and analyze both expenditures and team performance based on the project timelines and report on a monthly basis to the PMU Manager
9. Project management	Ensure that specifications are followed to the teeth and projects are completed within set times and dates.
10. Performance Management	Check if intended outcome has been achieved.
11.Close up Report	Comprehensive report documenting project requirements were fulfilled
12. Skills transfer	Capacitation of the Municipal PMU

## Special Conditions

- a) Governance structure (Project Steering Committee) must be established in which the project progress is reported and it must be chaired by the Municipal Manager (MM) or his delegate.
- b) The Prospective bidders must possess adequate experience in both for water, roads and sanitation.
- c) Compulsory Project Implementation Plan must be developed by the Appointed Service Provider outlining the milestone of the project up to completion date and this must form part of terms and conditions of the SLA.
- d) Project will not be extended beyond the 12 months period as a tender will have been designed for pool of professional consulting engineering.

## CONTACT PERSON

Further information may be obtained from: -

Mr. Sikhumbuzo Shamase  
PMU Manager  
Cell No.: (074) 085 3384  
E-mails: [mohokarepmu@gmail.com](mailto:mohokarepmu@gmail.com)

## LEGISLATIVE PROVISIONS

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

- The Engineering Council of South Africa (ECSA), (Act No. 46 of 2000)
- The Income Tax Act, (Act No. 58 of 1962)
- The Value Added Tax (VAT) Act, (Act No. 89 of 1991)
- The Municipal Finance Management Act, (MFMA) (Act No. 53 of 2003)
- The Municipal Supply Chain Management Regulations, 2005
- The Construction Industry Development Board (CIDB) Act, (Act No. 38 of 2000)
- The Occupational Health and Safety (OHS) Act, (Act No. 85 of 1993)
- The Labour Relations Act, (Act No. 3 of 1993)
- The Compensation for Occupational Injuries and Diseases (COID) Act, (Act No. 130 of 1993)

## CONTRACT PERIOD

The contract period for Professional Engineering Services shall be for three (3) years commencing from the date of engagement on an “as and when” required basis.

## INSURANCES

The successful Service Providers shall be required to have the following Insurances in place: -

### **Professional Indemnity Insurance**

Value : Contract Value plus 10%

Period : Duration of the contract

### **Public Liability Insurance**

Value : R1,000,000.00 per any single claim

Period : Duration of the contract

## Pricing schedule

In line with the pricing guidelines as gazetted by the Engineering Council of South Africa there is a quantum on which maximum pricing for projects is regulated dependent on the total cost of the project. Each bidder will be required to submit a proposed pricing strategy based on the guidelines for each category of project to be managed.

The list below serves as the baseline as regulated by ECSA and each bidder is required to table their proposed pricing structure for the implementation of various project categories in line with the guidelines.

<b>Project Value</b>	<b>ECSA Pricing Guideline</b>
R1 000 000 – R10 000 000	14% - 18%
R10 000 001 – R20 000 000	10% - 13%
R20 000 001 – R30 000 000	8% - 12%
R30 000 001 – R40 000 000	7.5% - 11%
R40 000 001 – R50 000 000	7% - 10%
R50 000 001 – and above	6% - 9%

Each bidder must make an offer for project management as per the scope of works as stipulated above.

**1. ESCALATION**

The gazette tariff of fees shall be applicable to all escalations.

**2. PENALTIES**

Penalties shall be levied at 0.05% of the contract value per working day for any late completion of the works.

**3. COMPLIANCE WITH THIS CONTRACT**

The contract shall be carried out subject to and in conformity with any law, regulation or By-law which is of application thereto and shall be conditional upon any necessary consent required by law being obtained.

**4. ANY OTHER IMPORTANT INFORMATION**

A post award meeting will be held with all successful tenderers. The Council reserves the right to appoint more than one tenderer. The required panel will be formed by the minimum of three (3) highest scoring tenderers per discipline in terms of the stipulated preference point system for each area of specialization.

**5. Order of Preference**

The intention is to have a panel of Engineering Professionals to be engaged on “as and when” required basis on issues that require their type of expertise on a quotation basis from date of engagement for the period of three (3) years.

The successful tenderer will be required to maintain the status of information submitted as per the points claimed in Stage One for the duration of the period of contract, i.e., maintain staff as per the tender document: -

➤ In case of removal of the Professional Engineer or Professional Technologist the replacement should be placed within 5 days, and it should be a person holding a similar qualification or higher.

In essence of capacity building, Consultants will be required to take-on a seconded Municipal official or a candidate student for the skills training development. This is aimed at bridging the skills gap and to promote expertise transfer for profession development.

## **6. OCCUPATIONAL HEALTH AND SAFETY ACT (OHS ACT)**

- . The attached Annexure “B” hereto must be completed thereby indemnifying Mohokare Local Municipality of any claims which may arise in terms of the Occupational Health and Safety Act (Act 85 of 1993), as amended.

## **7. PENALTY FOR INFERIOR WORK OR NON-DELIVERY**

In the case of inferior work or non-delivery, Council shall be entitled forthwith to purchase services of the same description and quantity as and in lieu of those specified, or forthwith to cancel the contract by giving the Service Provider one (1) months written notice and to purchase elsewhere such services as may be required to complete the contract and the Service Provider shall bear any difference in price between any services so purchased and the Contract Price.

The amount of such difference shall be paid by the Service Provider to the Council immediately on demand, or the Council may deduct such difference from moneys (if any) otherwise payable to the Service Provider in respect of goods already delivered under this or any other contract.

Nothing contained herein shall prejudice the right of the Council to recover from the Service Provider such other damage or loss it may suffer by reason of the failure of the Service Provider to deliver the service within the completion period and in accordance with the contract.

The service shall not be deemed to be complete until such time that the service is delivered in its entirety and to the satisfaction of the Engineer.

## **8. PAYMENT**

Payment will be made by the Chief Financial Officer within thirty (30) days on receipt of a certificate of payment issued by the Engineer and will be made.

Where the value of the works exceeds R3 000.00 excluding VAT, the Service Provider must quote the municipal's VAT Registration No. (4000846412) on all Tax Invoices for payment purposes.

Where offers of discounts, e.g. for payment within thirty (30) days of rendering accounts, are made by the Contractor, these will be taken into account in the adjudication of tenders.

Service Providers shall be required to have a bank account in the legal name of the Service Provider as indicated on the Tax Clearance Certificate. No payment whatsoever will be made

should the Service Provider fail to comply with these requirements and the Council shall not be held liable for any loss or damages sustained by the Service Provider in this regard.

#### **9. ASSIGNMENT AND SUBLETTING**

Neither the Service Provider nor the Council shall assign or cede the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the other. The Service Provider shall not sub-let the whole or any part of this contract without the written consent of the Engineer and such consent, if given, shall not relieve the Service Provider from any liability or obligation under the contract.

#### **10. COUNCIL'S LIABILITY AND INDEMNITY**

**10.1.1.** The Service Provider hereby indemnifies the Council and its employees and agents against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of the execution of this contract.

**10.1.2.** The Council shall not be held liable to the Service Provider for any direct or indirect damages or losses and the Council shall be indemnified and held free against claims arising out of: -

**10.1.2.1.1.** any negligent or innocent misrepresentations made by the Council, its employees or agents in respect of any data, information and statistics supplied to the Service Provider prior to or during the contract; provided that this condition shall not deprive the Contractor of any payments lawfully due to the Service Provider in terms of the contract, and

**10.1.2.2.** a change in a legislative provision applicable to the contract

#### **11. SEQUESTRATION OR SURRENDER OF SERVICE PROVIDER'S ESTATE**

In the event of an order being made for sequestration of the Service Provider's estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Service Provider making application for the surrender of the Service Provider's estate, or if the Service Provider shall enter into, make or execute any deed of assignment or other composition or arrangement with, or assignment for the benefit of the Service Provider's creditors, or purport to do so, or if the Service Provider, being a company, shall pass a resolution, or if the Court shall make an order for the liquidation of such company, the Council shall have the right, summarily and without recourse to law, to terminate the contract without payment of any compensation to the Service Provider, and without prejudice to the right of the Council to sue the Service Provider for any damages sustained by it in consequence of one or the other of the afore- mentioned events.

## **12. SECURITY OF INFORMATION**

Subject to the provisions of the Promotion of Access to Information Act, the information revealed in this tender document is to be classified as confidential. Accordingly, the Engineer reserves the right to request references and generally examine bona fides and available facilities of any company of firm wanting to participate in this contract.

## **13. LAW TO APPLY**

The contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise between the Council and the Service Provider in regard to the contract shall be settled in the Republic of South Africa.

## **14. PATENT RIGHTS**

The Service Provider 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 shall hold the Council indemnified and harmless against any claims for loss or damage to (including legal expenses) arising therefrom.

## **19. CONTRACT TO BE IN CONFORMITY WITH BY-LAWS AND ANY OTHER APPLICABLE LAWS**

The contract shall be carried out subject to and in conformity with any law, regulation or By-law which is of application thereto and shall be conditional upon any necessary consent required by law being obtained.

## **20. CANCELLATION OF CONTRACT**

Mohokare LM reserves the right to cancel the contract in the event of one or more of the following circumstances:

- Serious discrepancy in the provision of the required services by the bidder.
- Breach by the vendors of any of the terms and conditions of the tender.
- Any action by the bidder which is in breach of law or accepted practices in the commercial transactions.
- If the Vendor goes into liquidation voluntarily or otherwise.



**21. RENEWAL OF CONTRACT:**

The Municipality may exercise its option to renew this agreement, with a financial escalation clause, in line with the latest CPI statistics, which will commence at the end of the contract period, and the terms thereof for a further period not exceeding 6 (six) months at a time, upon giving 30 days' notice to the Service Provider of its intention to exercise that option.

## GENERAL CONDITIONS OF TENDER

### 1. General Conditions of Contract

This Bid is subject to the General Conditions of Contract (GCC) 2015 and, if applicable, any other Special Conditions of Contract.

### 2. Submission of Tenders

Sealed tenders, with the "Tender Number and Title" clearly endorsed on the envelope, must be deposited in the tender box indicated at the offices of the Mohokare Local Municipality, 20 Hoofd Street, Zastron.

All literature must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the service provider's failure to comply with this condition.

If a courier service company is being used for delivery of the tender document, the tender description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the tender box. The Mohokare Local Municipality will not be held responsible for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the courier company or any other party involved in the delivery of the tender document.

Please note:

- Tenders that are deposited in the incorrect box will not be considered.
- Telegraphic or faxed tenders will not be accepted.
- The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above /below/next to it.
- All bids must be submitted in writing on the official forms supplied (not to be re-typed)
- All prices shall be quoted in South African currency.

### 3. Quality Assurance

Any defects, patent or latent, which are attributable to poor workmanship, will be rectified by the bidder at own cost and time and all costs relating to the correction of defects will be expressly and separately noted on billing documentation.

#### **4. Brand Name**

- Special brands, where named, are used to indicate the standard of quality desired. Tenderer's equal/similar item will be considered, provided that the Tenderer specifies brand name(s) and submits full specifications. If the full set of specifications of the alternative item is not submitted, the item will not be evaluated and will not be considered for award.
- In the event the Municipality elects to accept an alternative item purported to be equal/similar by the Tenderer, the Municipality may request the tenderer to provide samples of the alternative offer for testing and inspection. Acceptance of the item(s) will be conditional on such inspection and testing after receipt.
- If, in the sole judgment of the Municipality, the item is determined not to be equal/similar, the item shall be collected by the Bidder and not be considered for award.
- The samples must be within 30 days of notification. The samples will be discarded if not collected within 30 days and the Municipality will not be accountable for any loss suffered by the bidder due to the discarding of the samples.
- If a tenderer wishes to have an equal/similar item considered they must declare it first.

#### **5. Validity Period**

Bids shall remain valid for ninety (90) days after the tender closure date.

#### **6. Renewal of Contract**

The Municipality may exercise its option to renew this agreement, with a financial escalation clause, in line with the latest CPI statistics, which will commence at the end of the contract period, and the terms thereof for a further period not exceeding 6 (six) months at a time, upon giving 30 days' notice to the Service Provider of its intention to exercise that option.

#### **7. Quantities of Specific Items**

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

#### **8. Intellectual Property Rights**

Copyright, patent rights and other similar rights in any works or products created as a result of the performance of this proposal and its assignments will vest in and are hereby transferred to Mohokare Local Municipality, unless specifically agreed otherwise, in the form of individual written Agreement signed by both parties. For this purpose, only, all works created in terms of this proposal and the assignments thereof will be deemed to have been created under the control and direction of Mohokare Local Municipal.

## **9. Disbursements, Travel and Subsistence**

No bidder will be refunded any cost or disbursements incurred in respect of the project, save where the prior written approval of Mohokare Local Municipality has been obtained in respect of such expenditure.

Any authorized disbursements will be refunded at the reasonable and actual cost determined by Mohokare Local Municipality. Any expenditure incurred by the successful bidder in respect of authorized travel for the project will be refunded in accordance with the Mohokare Local Municipality travel policy as applicable from time to time. The rates payable for the use of private vehicles will be the prevailing rates quoted by the Automobile Association of South Africa

All claims in respect of authorized disbursements (travel and subsistence costs) must be substantiated by documentary evidence such as receipts and logs of kilometers travelled.

All expenses incurred by the bidder for the proposal and presentations are the responsibility of the bidder and will not be reimbursed by Mohokare Local Municipality.

## **10. Certified Copies**

The tenderer shall, where required in terms of the tender document submit with the proposal, certified copies of all certificates specified. Failure to do so may render the proposal liable to rejection on the grounds of being incomplete. Copies of certified documents will not be accepted.

## **11. Bids Exceeding R10 Million**

If the tendered value exceeds R10 million (VAT included), bidders are required to furnish: if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements:

- for the past three years; or
  - since their establishment if established during the past three years;
- a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract
- a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic; and
- Disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

## **12. Acceptance or Rejection of a Tender**

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender.

## **13. Completion of Tender Documents**

The original tender document must be completed fully in black ink and signed by the authorized signatory to validate the tender. Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender. The complete original tender document must be returned. Missing pages will result in the disqualification of the tender. No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

## **14. Site/Information Meetings**

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

## **15. Contact with Municipality after Tender Closure Date**

Bidders shall not contact the uMgungundlovu District Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the uMgungundlovu District Municipality, it should do so in writing to the uMgungundlovu District Municipality. Any effort by the firm to influence the uMgungundlovu District Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

## **16. Opening, Recording and Publications of Tenders Received**

Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

Details of tenders received in time will be recorded in a register which is open to public inspection. Faxed, e-mailed and late tenders will not be accepted.

## **17. Procurement Policy**

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

## **18. Wrong Information Furnished**

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

## **19. Cost of Materials**

The Municipality shall bear the cost of all materials required and supplied by the successful bidder unless it has already been included as part of the price tendered. In this instance, a minimum of 3 quotations for these materials must be produced when submitting a claim. A maximum mark up of 10% is allowed on materials supplied.

## **20. Value-Added Tax**

Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3, 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

The VAT registration number of the Municipality is 4000846412.

## **21. Poor Performance**

Where the supplier fails to render the services within the stipulated period, or should services rendered be deemed not to the satisfaction of the Mohokare Local Municipality, the tenderer will receive written notice of poor performance. Failure to address performance issues could result in the entire contract being reviewed or cancelled.

## **22. Central Supplier Database**

No awards will be made to a tenderer who is not registered on the Central Supplier Database.

### **23. Inducements, rewards, gifts and other abuses of the Supply Chain Management System**

No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of, may directly or indirectly:

- i. Influence or interfere with the work of any Mohokare Local Municipality officials involved in the tender process in order to inter alia:
  - a. influences the process and/or outcome of a tender;
  - b. incites breach of confidentiality and/or the offering of bribes;
  - c. cause over- or under-invoicing;
  - d. influences the choice of procurement method or technical standards;
  - e. Influence any Mohokare Local Municipality official in any way which may secure an unfair advantage during or at any stage of the procurement process.
- ii. Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, “blacklisting” and/or any such remedies as set out in the Mohokare Local Municipality SCM Policy.

## **GENERAL CONDITIONS OF CONTRACT 2015**

### **1. DEFINITIONS**

The following terms shall be interpreted as indicated:

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 thereto.

1.3. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally

1.6. “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7. “Day” means calendar day.

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

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

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

1.11. "Dumping" occurs when a private enterprise abroad markets its goods on its 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.



9. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

1.13. 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.

1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.15. "GCC" means the General Conditions of Contract.

1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.21. "Project site" where applicable, means the place indicated in bidding documents.

1.22. "Purchaser" means the organization purchasing the goods.

1.23. "Republic" means the Republic of South Africa.

1.24. "SCC" means the Special Conditions of Contract.

1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation,

commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.26. “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.27. “Tort” means in breach of contract.

1.28. “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.

1.29. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **. 2. Application**

2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **2. 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.

## **3. Standards**

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

16. 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 as 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.

## **17. 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:

7.3.1. 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

7.3.2. a cashier's or certified cheque

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

## **8. Inspections, tests and analyses**

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

8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an 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. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

## 9. Packing

- iii. 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
  - iv. 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, and in any subsequent instructions ordered by the purchaser.
10. **Delivery** Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.
11. **Insurance** The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
12. **Transportation** Should a price other than an all-inclusive delivered price be required, this shall be specified.
13. **Incidental**

### 13.1. The

- . 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- . 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
- . 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- . 13.1.4. 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
- . 13.1.5. 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:

14.1.1. 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;

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

14.1.2. in the event of termination of production of the spare parts: 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the

purchaser to procure needed requirements; and 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and

specifications of the spare parts, if requested.

## **15. Warranty**

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

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

## 18. Variation Orders

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value

of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of

measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.

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

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

## 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



supplies are required, or the supplier's services are not readily available.

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

## **22. Penalties**

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

## **23. Termination for default**

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- . 23.1.1. 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;
  - . 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
  - . 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
  - . 23.2. In the event the purchaser terminates the contract in whole or in part, the

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

- . 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- . 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the 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 purchase 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:
  - . 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
  - . 23.6.2. the date of commencement of the restriction
  - . 23.6.3. the period of restriction; and
  - . 23.6.4. the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from

doing business with the public sector. 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and

Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more

than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **24. Anti-dumping and countervailing duties and rights**

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

rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

#### **25. ForceMajeure**

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

#### **26. Termination for Insolvency**

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

#### **27. Settlement of Disputes**

- . 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,
  - . 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - . 27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

## 28. **Limitation of liability**

28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1. 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

28.1.2. 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** 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** 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** 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** 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 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) concerned.