



SOL PLAATJE MUNICIPALITY BID DOCUMENT

LATE SUBMISSION OF BIDS WILL NOT BE ACCEPTED.

Original bid documents must be submitted in a sealed envelope marked
" ENVELOPE 1 ORIGINAL "

A duplicate of the Original Bid document must be submitted in a sealed separate envelope marked
'ENVELOPE 2 DUPLICATE'

If bids are submitted in one envelope containing one original and one duplicate it must be clearly stated.
The duplicate must be a true reflection of the original Bid Document and supporting documents must be certified.

I hereby declare that the copy submitted is a true reflection of the original bid.

Bidder Signature: _____ Date: _____

CONTRACT NUMBER:	COR/HR01/2023
DESCRIPTION:	APPOINTMENT OF SERVICE PROVIDER TO PROVIDE ADVERTISING SERVICES FOR EXTERNAL VACANCIES IN THE NATIONAL NEWSPAPER (RE-ADVERT)
THE OFFER CONTAINS	MBD1, MBD 2, MBD3.1, MBD3.2, MBD 3.3 (if applicable), MBD 4, listing criteria, MBD6, MBD 6.1, MBD 6.2 (if applicable) MBD8, MBD 9 and General Conditions of Contract
ALL PAGES MUST BE SIGNED AND WITNESSED BY TWO WITNESSES, WHERE REQUIRED.	
NAME OF BIDDER	
PHYSICAL TRADING OFFICE ADDRESS	
CSD NUMBER:	MAAA
FINANCIAL (PRICE) OFFER: (VAT inclusive)	
BID PERIOD: For the period commencing	
PREPARED FOR: C. Gouws SOL PLAATJE MUNICIPALITY PRIVATE BAG X5030 KIMBERLEY 8300	PREPARED BY: B. Nkoe
CLOSING DATE: 04 DECEMBER 2023	TIME: 10H00

BIDDER CHECKLIST

CONTRACT NUMBER: COR/HR01/2023 - APPOINTMENT OF SERVICE PROVIDER TO PROVIDE ADVERTISING SERVICES FOR EXTERNAL VACANCIES IN THE NATIONAL NEWSPAPER (RE-ADVERT)

Hereunder is a checklist to ensure that the bid documentation is complete in terms of administrative compliance. The bidder is to indicate that the documentation is complete and included in the bid document by completing the table below. **(Tick to indicate whether the information has been included and the originals signed and witnessed as required.)**

ITEM	DESCRIPTION	YES/NO
1	Cover letter front page	
2	Invitation to Bid (MBD1) must be completed & signed	
3	Tax Compliance requirements	
4	Pricing Schedule and Specifications to be completed (MBD 3.1), no correctional fluid to be used	
5	Method of Pricing and Price Adjustments to be fully and correctly completed (MBD 3.2)	
6	Professional Indemnity Insurance, where applicable	
7	Functionality Evaluation Schedule: (MBD 3.3) applicable for 2 stage bidding process	
8	Declaration of interest (MBD 4) Original to be completed and signed. No bid will be accepted from persons in the service of the state¹.	
9	Submit the Central Supplier database report (CSD).	
10	Submit valid certified BBBEE certificate (MBD 6.1) or Sworn affidavit	
11	Submit a current Municipal Account or Lease Agreement	
12	Submit Medical Certificate where specific goal for disability is applicable	
13	Did you comply to DTI standards (local content) as indicated (MBD 6.2) if required	
14	Declaration of bidder's past supply chain management practices (MBD 8)	
15	Certificate of Independent Bid Determination – (MBD9)	
16	Did you submit one (1) original and one (1) copy of the bid documents?	
17	Take note and understand the Special Conditions, where applicable?	
18	Did you complete and sign the Listing Criteria as included in the bid document?	
19	Did you initial every page of your original submission?	
20	Did you comply to all pre-conditions as stated in bid document? (MBD 1)	
21	Did you attend the compulsory briefing session where required?	
22	Did you attach, Annual Financial Statements attached if project > R10 million, where applicable?	

N.B.: - THIS FORM MUST BE SIGNED BY THE BIDDER AND TWO WITNESSES

SIGNATURE OF BIDDER: _____

NAME OF COMPANY: _____

ADDRESS: _____

CELL TELEPHONE NO: _____ FAX NO. _____

E-MAIL ADDRESS: _____

AS WITNESSES: 1. _____ NAME PRINT _____

2. _____ NAME PRINT _____

DATE: _____

**SOL PLAATJE MUNICIPALITY
INVITATION TO BID
PART A
INVITATION TO BID**

THE FOLLOWING PARTICULARS MUST BE FURNISHED

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE SERVICES INFRASTRUCTURE

BID NUMBER:	COR/HR01/2023	CLOSING DATE:	04/12/2023	CLOSING TIME:	10H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE ADVERTISING SERVICES FOR EXTERNAL VACANCIES IN THE NATIONAL NEWSPAPER (RE-ADVERT)				
	<p>To render services on behalf of the Sol Plaatje Municipality, as may be required for a period of 36 months as indicated on this bid document, from the time of the award.</p> <p>The services shall commence on the date of signing the contract, with an option to extend as may be agreed upon by both parties upon expiry.</p> <p>One complete set of documents is available at http://www.etenders.gov.za or http://www.solplaatje.org.za at no cost.</p> <p>One complete set of documents is available from SCU Contracts Section, Municipal Stores Complex Abattoir Road, Ashburnham, Kimberley upon payment of an amount of R500-00 (Five hundred rand), which is non-refundable.</p> <p>Payment must be made at the cashiers on a "NO 10 deposit slip" using the following mSCOA vote no</p> <p style="text-align: center;">21 12 1 42 451 0 SG ZZZ ZZ WM</p>				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO COMPLETE AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

SOL PLAATJE MUNICIPALITY

SCM UNIT – MUNICIPAL STORES COMPLEX

ABATTOIR ROAD, ASHBURNHAM

KIMBERLEY

8301

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
PHYSICAL TRADING ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	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-BBEE CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) / MEDICAL CERTIFICATE/ MUNICIPAL ACCOUNT OR LEASE AGREEMENT / CSD MUST BE SUBMITTED IN ORDER QUALIFY FOR SPECIFIC GOALS POINTS]

In line with the Preferential Procurement Regulation of 2022 and SPM Preferential Procurement Policy, the following Specific Goals is applicable:

Women as a Specific Goal

80/20 equal to or below R50 million		
90/10 above R50 million		
Ownership - Black		
% Ownership	80/20	90/10
<51%	4	2
>51% <100%	6	3
100%	10	5
Locality	10	5
Total Points	20	10

Companies or bidders bidding as **Joint venture must** include **their consolidated.**

- **Joint Venture Agreement (must clearly stipulate the name of the lead partner)**
- **Separate Tax compliance status pin** for both companies
- **Separate CSD report for both companies**
- **Separate Municipal accounts for both Companies/Valid lease agreement**
- **MBD 4,8 & 9 must** be completed respectively by both parties and submitted as part of the bid document

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]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
SIGNATURE OF WITNESS NO 1	NAME PRINT		
SIGNATURE OF WITNESS NO 2	NAME PRINT		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE: SUPPLY CHAIN UNIT	DEPARTMENT	Human Resources
CONTACT PERSON	Betty Nkoe	CONTACT PERSON	C. Gouws
TELEPHONE NUMBER	053 830 6172/6180	TELEPHONE NUMBER	053-830 6705
E-MAIL ADDRESS	bnkoe@solplaatje.org.za	E-MAIL ADDRESS	cgouws@solplaatje.org.za

**PART B
TERMS AND PRE-CONDITIONS FOR BIDDING**

- (1) **NO BIDS WILL BE CONSIDERED FROM BIDDERS WHO ARE NOT REGISTERED ON THE CENTRAL SUPPLIERS DATABASE (CSD) ON THE NATIONAL TREASURY WEBSITE www.csd.gov.za**
- (2) **THE LISTING CRITERIA MUST BE COMPLETED IN THE DOCUMENT**
- (3) **NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**

1. BID SUBMISSION:

- 1.1. Bids must be submitted within stipulated date and time to the correct address. **Late submission of bids will not be accepted.**
- 1.2 All bids must be completed and submitted on the official tender document provided – **(may not to be re-typed, only hand-written submissions will be accepted,)** and no correction tape or fluid may to be used on the tender document. Bidders, who have purchased the bid documents from the Municipality, **MUST** include the proof of payment.
- 1.3 This bid is subject to the Preferential Procurement Regulations 2022, SPM Preferential Procurement Policy, SCM Policy General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.
- 1.4 The following is **APPLICABLE ON COMPETITIVE BIDDING ABOVE R10 MILLION**

If the value of the transaction is expected to exceed R10 million (Vat Included), require bidders MUST provide the following documents with the bid documents.

- 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
- 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:

Please attach all annexures on the pages as indicated on the bid document

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 **Bidders must ensure must ensure compliance their Tax obligations.**
- 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable Municipality to view the taxpayer's profile and tax status.
- 2.3 Application for the tax compliance status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za.
- 2.4 Bidders may also submit a printed TCS certificate together with the bid
- 2.5 Foreign suppliers must complete the pre-award questionnaire in Part B Paragraph 5.
- 2.6 Bidders are required to submit the current Central Suppliers Database (CSD) registration report (NOT the summary report) together with the bid document

3. MUNICIPAL ACCOUNTS

- Copies of all municipal accounts, not older than 3 months or 90 days to be submitted with the bid.
- If the entity or any of its directors/shareholders /partners/members, etc. rents/leases premises a copy of the rental/lease agreement must be submitted with this bid.
- In cases where bidders use a lease premise for conducting their business, a valid lease agreement signed by both parties, which clearly stipulated who is responsible for municipal services, rates and taxes must be attached to the bid document.
- If the lessee (Bidder) is responsible for municipal services, municipal account or tax invoice of the leased premises that is not in arrears must be submitted.

NB: It is the responsibility of bidders to visit the municipal website in order to obtain details of successful/ unsuccessful information within 120 days after closure of bid. The municipal website is www.solplaatje.org.za.

4. COMPULSORY CLARIFICATION MEETINGS/ CIDB GRADINGS (IF APPLICABLE)

4.1 LOCAL CONTENT: N/A

4.2 A Virtual Briefing Meeting (Microsoft Teams) will be held on **Monday 13 NOVEMBER 2023 at 10H00**. Potential bidders must submit their email address, to **Ms. Mandy Nagel** at mnagel@solplaatje.org.za, Clearly referring to the tender number, before or on **10 NOVEMBER 2023, at 15H00**.

Bidders must be represented by a Technical Member / Project Manager assigned to this project.

Bidders are encouraged to attend the briefing session and the briefing session will be beneficial to all service providers.

The following information must be submitted to the above email address:

- Email address
- Company name
- Cellphone number
- Tender number

All Bidders who submitted their email addresses will receive a link for the site meeting. Confirmation of virtual meetings will be recorded.

4.3 CIBD: N/A

5. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | | |
|-----|---|--|
| 5.1 | IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 5.2 | DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 5.3 | DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 5.4 | DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 5.5 | IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

In terms of section 13 of the Municipal Supply Chain Management Regulations No. 27636 of 30 May 2005, the Municipal Manager shall reject all bids that do not comply with the following preconditions: -

1. Bidders that have not furnished the Municipality with his/her full names, identification number or company or other registration number and tax reference number and vat registration number, if any.
2. Bidders that have not submitted a valid tax clearance certificate from SARS or provided their tax compliance status pin number
3. Bidders that have not indicated: -
 - a. Whether he/she is in the service of the state or has been in the service of the state in the previous twelve months;
 - b. If the bidder is not a natural person, whether any of its directors, managers, principal shareholders or stakeholder is in the service of the state or has been in the service of the state in the previous twelve months, or
 - c. Whether a spouse, child or parent of the bidder or of a director, manager, shareholders or stakeholder in the previous twelve months.
4. Any special conditions as contained in the bid documents.

Bidders scoring the highest points or any bid will not necessarily be accepted, and the Municipality reserves the right to Sub-divide the contract and accept any portion of any bid, or determine a multiple award.

Bids will be evaluated in terms of the approved point system **(80/20) 80 points for price and 20 for specific goals or (90/10) 90 points and 10 for specific goals**. Tender validity period should be for **120 days**.

NO BIDS by FAX or by E-MAIL WILL BE ACCEPTED.

Sealed bids must be clearly marked with the following bid number and description:

CONTRACT NUMBER: **COR/HR01/2023**

DESCRIPTION: **APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE ADVERTISING SERVICES FOR EXTERNAL VACANCIES IN THE NATIONAL NEWSPAPER (RE-ADVERT)**

DROP AT THE TENDER BOX (OPPOSITE SECURITY)

ADDRESSED TO: THE MUNICIPAL MANAGER

MUNICIPAL STORES COMPLEX

ABATTOIR ROAD

ASHBURNHAM

Kimberley

Closing date 04/12/2023 Time 10H00

IT IS THE PROSPECTIVE BIDDERS RESPONSIBILITY TO OBTAIN BID DOCUMENTS IN TIME TO ENSURE THAT RESPONSES REACH SPM, TIMEOUSLY. MUNICIPALITY SHALL NOT BE HELD RESPONSIBLE FOR DELAYS IN THE POSTAL/ COURIER SERVICES.

ANY TENDER WILL NOT NECESSARILY BE ACCEPTED AND THE COUNCIL RESERVES THE RIGHT TO ACCEPT THE WHOLE, OR ANY PART OF THE QUOTE.

Bids will be opened in public in the SCM OFFICES, STORES COMPLEX, ABATTOIR ROAD, Kimberley, immediately after closing time and date.

INVITATION FROM: MUNICIPAL MANAGER
CIVIC OFFICES, SOL PLAATJE DRIVE
PRIVATE BAG X5030
KIMBERLEY, 8300

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

SIGNATURE OF BIDDER: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

DATE: _____

Certificate of Attendance of Clarification Meeting on Site (If applicable)

NOTE: If the attendance register was signed at the clarification meeting held at the SCM Boardroom, the name of the signatory shall be inserted on this page and the authorized signatory shall sign this page.

If attendance register has been signed at the clarification meeting:

Name of person appearing on attendance register: _____

Representative organization name on attendance register: _____

If the attendance register has not been signed at the clarification meeting.

This is to certify that I, _____

representative of (Tenderer) _____

of (address) _____

telephone number _____

e-mail _____

attended the bid clarification meeting (date) _____

in the company of (Employer's Line Manager / Engineer's representative) _____

EMPLOYER'S LINE MANAGER / ENGINEER'S REPRESENTATIVE: _____



MBD 1

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER _____

POSTAL ADDRESS _____

STREET ADDRESS _____

TELEPHONE NUMBER CODE _____ NUMBER _____

CELLPHONE NUMBER _____

EMAIL ADDRESS _____

FACSIMILE NUMBER CODE _____ NUMBER _____

VAT REGISTRATION NUMBER _____

HAS A VALID TAX COMPLIANCE STATUS PIN CERTIFICATE BEEN ATTACHED OR PROVIDED THEIR TAX COMPLIANCE STATUS PIN NUMBER?

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)

YES NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

A REGISTERED AUDITOR

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE) ARE YOU THE ACCREDITED REPRESENTATIVE?

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?
(IF YES ENCLOSE PROOF)

YES NO

SIGNATURE OF BIDDER _____

DATE _____

CAPACITY UNDER WHICH THIS BID IS SIGNED _____

TOTAL NUMBER OF ITEMS OFFERED _____



ATTACH VALID JOINT VENTURE AGREEMENT HERE (if applicable)





ATTACH VALID TAX COMPLIANCE STATUS PIN CERTIFICATE HERE





ATTACH MUNICIPALITY ACCOUNT 90 DAYS AND OR VALID LEASE AGREEMENT HERE

SOL PLAATJE MUNICIPALITY



SOL PLAATJE MUNICIPALITY, KIMBERLEY

****MANDATORY** LISTING CRITERIA**

	SOL PLAATJE MUNICIPALITY, KIMBERLEY		
MANDATORY LISTING CRITERIA			
CENTRAL SUPPLIER DATABASE REGISTRATION NUMBER (CSD): _____ _____			
1	Company name		
2	Contact details	Telephone Number: _____	Fax Number: _____ Cell phone number: _____
	Email address Contact person:	_____ _____	
3	Postal Address:	_____	
4	VAT registered	Yes <input type="checkbox"/>	No <input type="checkbox"/> If registered, VAT Registration No: _____
5	Settlement discount allowed	_____ %	For payment within _____ days
6	Bank account details	Account No.:	Branch No.:
	Bank Name	_____	
	Branch Name	_____	
	Bank account type	_____	
7	Business Municipal Rates and Service Account Number: ** A current (30 days) account, or Lease Agreement in the case of a Landlord responsible for account, must be attached to this document **		_____
8	Located in Sol Plaatje Municipal Area	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9	% owned by black male: _____%	% owned by black female: _____%	
	% owned by black youth: _____%	% owned by white female: _____%	
	% owned by disabled persons: _____%		
10	B-BBEE status level of contribution:		
11	Indicate main sector. Please select one (1) only: Catering and Accommodation <input type="checkbox"/> Cleaning material <input type="checkbox"/> Commercial agents (Doctors, Lawyers, Audit firm, booking keeping, Pharmacy, Post,) <input type="checkbox"/> Communication and media, Construction- Building material and road works <input type="checkbox"/> Electrical services- gas/ Aircon, transformers, cables, poles <input type="checkbox"/> Funeral Parlour <input type="checkbox"/> Gardening services- Lawnmower <input type="checkbox"/> Florist <input type="checkbox"/> Information technology (IT services, system, telecommunication) <input type="checkbox"/> Office equipment <input type="checkbox"/> Plant hire <input type="checkbox"/> PPE- mask, sanitizer, safety equipment <input type="checkbox"/> Repairs, motor parts and retail (accredited agency) <input type="checkbox"/> Stationery <input type="checkbox"/> Supplier of pumps, pipes, steel and maintenance or installation, and irrigation system <input type="checkbox"/> Training services e.g. workshops <input type="checkbox"/> Transportation (car rental, flight, and buses and driving school) <input type="checkbox"/> Uniform <input type="checkbox"/> Security services <input type="checkbox"/>		
12	Amount full time employed staff: _____	Annual Turnover: R _____	Asset Value (Excluding fixed property) R _____
	13 It is the responsibility of the Supplier/Bidder to inform Sol Plaatje Municipality of any changes during the contract period		
NAME (PRINT) _____ SIGNATURE: _____			
CAPACITY: _____			
WITNESS (NAME): _____ SIGNATURE: _____			
DATE: _____			



ATTACH **CSD** REPORT REGISTRATION HERE

SOL PLAATJE MUNICIPALITY



SOL PLAATJE LOCAL MUNICIPALITY

CONTRACT NUMBER: COR/HR01/2023 - APPOINTMENT OF SERVICE PROVIDER TO PROVIDE ADVERTISING SERVICES FOR EXTERNAL VACANCIES IN THE NATIONAL NEWSPAPER (RE-ADVERT)

The aim is to appoint a suitably qualified and experienced service provider to provide advertising services on an ad-hoc basis for a period of thirty-six (36) months.

1. Scope of work:

To advertise vacant positions in print / digital media (National newspapers).

2. Specifications and Special Conditions

Sol Plaatje Municipality hereby requires the service provider to render the advertisement of vacant positions in the national newspaper as and when required.

- The appointment of the service provider will be for a period of three years, as and when required by the Municipality.
- The service provider will be responsible for placing advertisements for vacant positions in the national newspapers in South Africa as and when required by the Sol Plaatje Municipality, by drafting the advertisements in accordance with municipal specifications.
- The service provider should be able to accommodate job advertisement placement requests within the agreed timeline to meet Sol Plaatje Municipality's standards and deadlines. Prompt and efficient services is expected to ensure the timely release of job advertisements.
- The service provider must provide a current rate card for newspapers, as well as newspaper advertisement specifications (must be submitted).
- The service provider must specify their current brands (must be submitted).
- The bidder must attach the advert draft (given) with pricing for size 20 x 4 (200h x 148w mm).
- The service provider must provide efficient and cost-effective services.
- The service provider must provide a detailed breakdown of costs associated with each advertisement placement, including any additional charges such as design services and formatting.



- The service provider must send a pro forma invoice/quote and advertisement draft through for approval before placement can take place for each advertisement.
- It is required that the service provider have at least five years' experience in the field of advertising and publication in national newspapers (proof must be submitted).
- The service provider must handle all job advertisement requests and related information with strict confidentiality. Any personal or sensitive data provided for advertisement purposes should be treated in accordance with relevant data protection laws and regulations.

3. Evaluation criteria

No#	Evaluation criteria	Points
1.	Bidders Experience	50
2.	Experience in the placement of advertisements in newspapers	30
3.	Price per rate card size for newspapers	10
4.	Locality	10
Total Points		100



FUNCTIONALITY SCORECARD

The bidder must obtain a minimum of **65 points** will be considered for evaluation.

NO#	ITEMS	POINTS
1.	Bidders Experience	50
	<p>Experience in the Advertisement field</p> <p>Five years (5) experience in the field of advertising and publication in national newspapers (proof must be submitted).</p> <ul style="list-style-type: none"> • 6-10 number of years = 50 points • 5 number of years = 30 points • 3 number of years = 20 points 	
2.	<p>Relevant experience in the placement of advertisements in newspapers (please attach proof of adverts, i.e. tear pages with the company name).</p> <ul style="list-style-type: none"> • 6-10 Proof of advertisement/ tear sheet = 30 points • 5 Proof of advertisement/ tear sheet = 20 points • 3 Proof of advertisement/ tear sheet =10 points 	30
3.	<p>Price Rate card</p> <p>The price per rate card size for newspapers is submitted =10 points</p> <p>Rate card not submitted = 0.</p>	10
4.	Locality	10
	<p>Proof of address or rental contract:</p> <ul style="list-style-type: none"> • Offices within the vicinity of SPM =10 • Offices within the vicinity of Francis Baard District =7 • Offices within the Northern Cape Province =5 • Offices within the Republic of South Africa =3 	
	TOTAL	100



SAMPLE 1



SOL PLAATJE MUNICIPALITY

DIRECTORATE: STRATEGY, ECONOMIC DEVELOPMENT AND PLANNING

VACANCY: ADMINISTRATIVE OFFICER (PROPERTY MANAGEMENT)

2 VACANCIES

REF NO: SEDP2020/000

SALARY SCALE: R170 244 – R220 980 [T6]

REQUIREMENTS:

• Grade 12. • Certificate / diploma in Property Management / Built Environment. • Knowledge of property legislation. • Computer literate (Office 365). • Code B drivers licence. • At least two years' relevant experience.

COMPETENCIES:

• Good written and oral communication skills. • Good attention to detail, planning and organising skills. • Must have the ability to interact with various stakeholders. • Excellent work ethics and professionalism. • Excellent problem solving skills. • Must have the ability to handle multiple tasks, manage priorities, and remain composed under pressure. • Data processing and analysis skills.

KEY PERFORMANCE AREAS:

- Manage all property transactions, negotiate with the public, developers and government organisations regarding the alienations of properties and rentals.
- Receives and scrutinizes incoming correspondence or proposals from landowners.
- Liaises with internal Departments to establish a need for the land offered and obtain market value for the land offered to the Municipality.
- Assists in preparing and submitting reports to the Spatial Planning and Development Portfolio Committee. Maintains a schedule of available land for acquisition.
- Ensures that preparation for transactions are correct and complies to legislation.
- Compile concept agreements for property sales or rentals and submit to senior for approval.

ENQUIRIES: MRS C GOUWS, (053) 830 6705 / work@solplaatje.org.za

Your application must be completed on an official Sol Plaatje Municipality application form and will not be considered if not submitted. Application forms are available on the municipal website (www.solplaatje.org.za).

If you meet the requirements, forward the official application form, detailed CV, covering letter and certified copies of highest educational qualifications or relevant qualifications as per job requirement to Mrs C Gouws, Sol Plaatje Municipality, c/o Bultfontein & Lyndhurst Avenues, New Civic Building, HR, 3rd Floor or send it electronically to work@solplaatje.org.za. These requirements must be met and failure to do so will result in the applicant's immediate disqualification.

Include a clear reference number and the post you are applying for in your application.

No CV's and certified copies of qualifications will be returned on the applicant's request. **Late applications will not be accepted.**

Notwithstanding any representations to the contrary, no employment contract will come into effect until a written offer has been made by the municipality to, and accepted by, the applicant.

THE SOL PLAATJE MUNICIPALITY RESERVES THE RIGHT NOT TO MAKE AN APPOINTMENT.

CLOSING DATE: 2 January 2020 @ 10:00



SAMPLE 2



SOL PLAATJE MUNICIPALITY

DIRECTORATE: INFRASTRUCTURE AND SERVICES

VACANCY: MANAGER (ASSET & FLEET MANAGEMENT)

1 VACANCY / AA APPOINTMENT

REF NO: IS2020/000

SALARY SCALE: 5-year Contract (R1 093 986 – R1 336 892 [T15])

REQUIREMENTS:

• A relevant tertiary National Diploma in Engineering, with extensive experience, and or BTech and registration as a Pr Techni Eng. • Valid Code B driver's license. • Computer literacy: MS Office. • 10 years or more relevant experience post registration. • Must be able to communicate with 2 of the 3 official languages of the Northern Cape.

COMPETENCIES:

• Leadership. • Technical, written and verbal communication. • Organisational awareness. • Asset management. • Project management. • Budgeting and financial management. • Fleet management. • Strategic planning. • Interpersonal relationships. • Client orientation and customer focus. • Compliance and regulations. • Risk management. • Vendor and supplier management. • Data analysis and reporting. • Problem solving and decision making. • Technology proficiency. • Team management. • Sustainability and environmental awareness. • Continuous improvement. • Negotiation skills.

KEY PERFORMANCE AREAS:

• Develop and implement strategies for the acquisition, maintenance, and disposal of company assets. • Oversee the tracking, monitoring, and documentation of asset information, including maintenance schedules, depreciation, and valuation. • Manage the company's fleet of vehicles, ensuring they are well-maintained, meet safety standards, and are efficiently utilised. • Coordinate vehicle maintenance, repairs, and inspections to minimise downtime. • Identify asset procurement needs, source suppliers, negotiate contracts, and ensure timely delivery and installation of assets. • Develop and manage budgets for asset acquisition, maintenance, and depreciation. • Ensure all assets and fleet vehicles comply with relevant laws and regulations, such as safety standards, environmental regulations, and licensing requirements. • Evaluate the performance and efficiency of assets and vehicles, identifying areas for improvement or cost-saving measures. • Maintain accurate records of asset inventory, conduct regular audits, and manage stock levels efficiently. • Identify potential risks related to asset and fleet management and implement mitigation strategies to minimise losses. • Build and maintain relationships with suppliers, negotiate contracts, and ensure cost-effective procurement. • Lead and manage a team of asset and fleet professionals, providing guidance, training, and performance evaluations. • Prepare regular reports on asset and fleet performance, including cost analysis, utilisation rates, and maintenance schedules. • Develop and maintain maintenance schedules for assets and vehicles, ensuring they remain in optimal condition. • Identify opportunities to improve asset and fleet management processes, reduce costs, and enhance operational efficiency. • Analyse data related to asset and fleet performance, identifying trends and areas for improvement. • Implement asset and fleet management software and technology solutions to streamline operations and enhance monitoring. • Develop and implement sustainability initiatives to reduce environmental impact, such as fuel efficiency and emission reduction programs. • Ensure assets and vehicles meet safety standards and develop emergency response plans in case of accidents or breakdowns. • Provide training and development opportunities for the asset and fleet management team to enhance their skills and knowledge.

ENQUIRIES: MRS C GOUWS, (053) 830 6705 / work@solplaatje.org.za

Your application must be completed on an official Sol Plaatje Municipality application form and will not be considered if not submitted. Application forms are available on the municipal website (www.solplaatje.org.za).

If you meet the requirements, forward the official application form, detailed CV, covering letter and certified copies of highest educational qualifications or relevant qualifications as per job requirement to Mrs C Gouws, Sol Plaatje Municipality, c/o Bultfontein & Lyndhurst Avenues, New Civic Building, HR, 3rd Floor or send it electronically to work@solplaatje.org.za. These requirements must be met and failure to do so will result in the applicant's immediate disqualification.

Include a clear reference number and the post you are applying for in your application.

No CV's and certified copies of qualifications will be returned on the applicant's request. **Late applications will not be accepted.**

Notwithstanding any representations to the contrary, no employment contract will come into effect until a written offer has been made by the municipality to, and accepted by, the applicant.

THE SOL PLAATJE MUNICIPALITY RESERVES THE RIGHT NOT TO MAKE AN APPOINTMENT.

CLOSING DATE: 2 January 2020 @ 10:00



SAMPLE 3



SOL PLAATJE MUNICIPALITY

Sol Plaatje Municipality invites applications from suitably qualified candidates to fill the following vacant position within its establishment:

Executive Director: Corporate Services

Ref. No: CS2023/000

- **Annual Total Remuneration Package:**
 - Between R0 000 000 (Minimum) and R0 000 000 (Maximum) as per Government Gazette No. 43122, of 20 March 2020.
- **Term of Appointment:**
 - Permanent Appointment.
- **Minimum Qualifications / Requirements:**
 - Bachelors degree in Public Administration / Management Science / Law, or equivalent.
- **Years of experience:**
 - 5 years' experience.
 - Experience at middle management level.
 - Have proven successful management experience in administration.
 - CPMD or Municipal Financial Management Programme, if not already acquired, the incumbent will be required to complete the training within 18 months of the appointment date.
- **Type of knowledge:**
 - Good knowledge and understanding of relevant policy and legislation.
 - Good knowledge and understanding of institutional governance systems and performance management.
 - Good knowledge of corporate support services, including: human capital management, legal services, facilities management, information communication technology and council support.
 - Good knowledge of supply chain management regulations and the Preferential Procurement Policy Framework Act 2000 (Act No. 5 of 2000).
 - Good governance.
 - Labour relations act, and other labour-related prescripts.
 - Legal background and human capital management.
 - Knowledge of coordination and oversight of all specialised support functions.
- **Competencies:**
 - Customer management: promote and inculcates an environment in which customer satisfaction is valued and outstanding services is consistently delivered.
 - Ethical, integrity and professionalism: displays integrity and ethical behaviour in personal and organisational practices, models the value of the organisation in order to promote institutional confidence, trust and value.
 - Impact and influence.
 - Political astuteness: achieves municipal mandate and common purpose through recognition and mobilisation of support within the political administrative leadership interface.
 - Governance: support and implements good governance through monitoring and evaluation of performance and compliance enforcement against targets, standards and relevant legislation / guidelines.
 - Policy conceptualisation and formulation.
 - Risk management.
 - Institutional performance management and accountability.
 - Strategic direction and leadership.
 - Human capital management.
 - Critical thinking and financial management.
 - Negotiation, conflict resolution and lobbying and people management.



● **Key Performance Areas:**

- Creates and fosters a municipal culture where integrity and honesty flourishes by ensuring accountability of employees at all times.
- Adhere to measures and controls that fights fraud, corruption and other acts of dishonesty, that are widely recognised in local government for being ingenuous and prudent.
- Pursues political-administrative teaming and functioning to enhance collaborative interactions and cooperatives for the purpose of institutional cohesion, common identity and service delivery success.
- Advocate governance and compliance in corporate service as embodied in the King Report on corporate governance and as it applies to the local government legal framework.
- Support the formulation and implementation of the code of conduct for all role players within corporate services and the municipality which as a minimum include labour relations, legal services, human resources, occupational health and safety and related functions.
- Implement and oversees the implementation and enforcement of policies and procedures to enhance effective people management in the municipality.
- Support the municipal manager and contribute to the establishment and maintenance of non-compliance with labour relations and other related legislative requirements.
- Advice on impact of amendments to the constitution, nation and provincial legislation and policies, and the legislation framework governing local government on the municipality by-laws and policies.
- Analyses the internal audit and audit committee reports related to corporate services, implements timeously risk management interventions to curb occurrence of such risks and audit findings.
- Ensure stakeholder consultation (internal and external) and guide the municipal council on stakeholder consultation as envisaged and required by the governing legislations and pursues and maintain good internal relations with the mayoral committee / municipal council by supporting the municipal council's oversight role in its interface with the administration's day-to-day operational activities of the municipality.
- Promote the importance of excellence across corporate services department through corporate identify and ensure that key performance areas are aligned with the KPI's and the municipal KPA's.
- Oversee development and implementation of strategies, policies and procedures for legal services, HR, OHS, IT and knowledge management, etc.
- Manage and coordinates the approach towards litigation or other proceedings to which the municipality is party to or potentially party.
- Advise and assists other managers in applying sound recruitment and selection practice and appropriate induction, training and development programmes and the human resource management programmes.
- Prepare own budget in line with the strategic objectives of the municipality and develops corrective measures / action to ensure alignment or budget to financial resources.

Please Note:

- Late applications will not be considered after closing date and time.
- Candidates are required to complete the prescribed Executive Director: Corporate Services Sol Plaatje Municipality application form as per Regulations on Appointment and Conditions of Employment of Senior Managers Government Notice 21 in Government Gazette 37245 dated 17 January 2014, which is available on the municipal website (www.solplaatje.org.za). Failure to do so will result in the candidate being disqualified.
- **Your application must include the Executive Director: Corporate Services Sol Plaatje Municipality application form, MIE vetting form and financial disclosure form.**
- Short-listed candidates will be subjected to security vetting/screening, verification of qualifications and employment history/reference check and competency assessment and should disclose financial interest.
- Sol Plaatje Municipality reserves the right to nullify or cancel an employment contract and recover all costs incurred by the municipality including remuneration, advertisement, etc., should it be discovered that the successful candidate submitted false or insufficient information which resulted to the contravention of the provisions of Municipal Council Policies, Municipal Systems Amendment Act No. 7 of 2011 or any other relevant legislation.
- Applications in writing on the official application form and accompanied by a comprehensive CV and certified copies of diplomas / certificates, which will be regarded as confidential, must be directed to: Mrs C Gouws and dropped off in the application box at Sol Plaatje Municipality, c/o Bultfontein & Lyndhurst Avenues, New Civic Building, HR, 3rd Floor.
- Alternatively, electronic applications accompanied by the official application form, a comprehensive CV and certified copies of diplomas/certificates may be emailed to cgouws@solplaatje.org.za.
- These conditions are compulsory and failing to comply will automatically lead to disqualification of the applicant.
- No CV's and certified copies of qualifications will be returned on the applicant's request, therefore please do not send us original certificates.

ENQUIRIES: MRS C GOUWS, (053) 830 6705 / cgouws@solplaatje.org.za

Notwithstanding any representations to the contrary, no employment contract will come into effect until a written offer has been made by the municipality to, and accepted by, the applicant.

THE SOL PLAATJE MUNICIPALITY RESERVES THE RIGHT NOT TO MAKE AN APPOINTMENT.

If no communication has been received from us within three (3) months after the closing date, please consider your application as unsuccessful.

CLOSING DATE: 31 January 2023 @ 08:00



SAMPLE 4



SOL PLAATJE MUNICIPALITY

Sol Plaatje Municipality invites applications from suitably qualified candidates to fill the following vacant position within its establishment:

Chief Financial Officer

Ref. No: FS2023/000

- **Annual Total Remuneration Package:**
 - Between R0 000 000 (Minimum) and R0 000 000 (Maximum) as per Government Gazette No. 43122, of 20 March 2020.
- **Term of Appointment:**
 - Permanent Appointment.
- **Minimum Qualifications / Requirements:**
 - At least NQF level 7 in fields of Accounting, Finance of Economics or preferably Chartered Accountant (SA).
- **Years of experience:**
 - Minimum of 7 years' experience at senior and middle management levels, of which at least 2 years' must be at senior management level.
 - CPMD or Municipal Financial Management Programme, if not already acquired, the incumbent will be required to complete the training within 18 months of the appointment date.
- **Type of knowledge:**
 - Have the skills, experience and capacity to assume and fulfil the responsibilities and exercise the functions and powers assigned in terms of the Municipal Finance Management Act.
 - Good knowledge and understanding of relevant policy and legislation.
 - Comply with any financial management responsibilities, functions and powers entrusted to the position.
 - Understanding of supply chain management policies and processes.
 - Knowledge and understanding of current ICT systems for improvement of the organisation.
 - Management of assets and proper record keeping of the relevant data.
- **Competencies (as per Local Government: Municipal Finance Management Act, 2003):**
 - Strategic leadership and management.
 - Strategic financial management.
 - Operational financial management.
 - Governance, ethics and values in financial management.
 - Financial and performance reporting.
 - Risk and change management.
 - Project management.
 - Legislation, policy and implementation.
 - Stakeholder relations.
 - Supply chain management.
 - Audit and assurance.
- **Key Performance Areas:**
 - Institutional budget and assistance to the Municipal Manager.
 - Guide the management towards an effective, economic and efficient finance function.
 - Lead budget implementation systems of a complex nature and manage the achievement of financial strategies and goals.
 - Foster a positive and creative management culture.



- Formulate and influence short, medium and long-term financial plan to deliver on strategies and goals.
- Reporting on municipal operation.
 - Implement and manage the financial performance of the municipality and report these to the Municipal Manager and Council.
 - Compile quarterly reports on departmental and municipal performance supported by quarterly financial statements on expenditure, revenue and conditional grants.
 - Undertake the annual closure of accounts and producing year-end reports on expenditure, revenues and conditional grants.
- Supply Chain Management.
 - Manage and oversee a fair, equitable, transparent, competitive and cost-effective supply chain management function.
 - Approve and oversee the automation of procurement requisitions and goods receipts through the procurement SOLAR system when required.
 - Oversee contract management and ensure compliance with relevant regulatory policies.
- Operational Financial Management.
 - Commission, lead and operate financial systems, accounting principles and practices.
 - Formulate and contribute to specifications of appropriate and accurate financial operating systems.
 - Analyses regular reports, relating to the measurement and monitoring of financial information and performance, including the implementation of the budget and service delivery and budget implementation plan (SDBIP).
- Revenue Strategy and Implementation.
 - Ensure that the income of municipal departments is properly planned and fully accounted for, and that cash once received is safeguarded and banked promptly.
 - Develop strategies that will generate maximum revenue and stakeholder value over the short and long-term.

Please Note:

- Late applications will not be considered after closing date and time.
- Candidates are required to complete the prescribed CFO Sol Plaatje Municipality application form as per Regulations on Appointment and Conditions of Employment of Senior Managers Government Notice 21 in Government Gazette 37245 dated 17 January 2014, which is available on the municipal website (www.solplaatje.org.za). Failure to do so will result in the candidate being disqualified.
- **Your application must include the CFO Sol Plaatje Municipality application form, MiE vetting form and financial disclosure form.**
- Short-listed candidates will be subjected to security vetting/screening, verification of qualifications and employment history/reference check and competency assessment and should disclose financial interest.
- Sol Plaatje Municipality reserves the right to nullify or cancel an employment contract and recover all costs incurred by the municipality including remuneration, advertisement, etc., should it be discovered that the successful candidate submitted false or insufficient information which resulted to the contravention of the provisions of Municipal Council Policies, Municipal Systems Amendment Act No. 7 of 2011 or any other relevant legislation.
- Applications in writing on the official application form and accompanied by a comprehensive CV and certified copies of diplomas / certificates, which will be regarded as confidential, must be directed to: Mrs C Gouws and dropped off in the application box at Sol Plaatje Municipality, c/o Bultfontein & Lyndhurst Avenues, New Civic Building, HR, 3rd Floor.
- Alternatively, electronic applications accompanied by the official application form, a comprehensive CV and certified copies of diplomas/certificates may be emailed to cgouws@solplaatje.org.za.
- These conditions are compulsory and failing to comply will automatically lead to disqualification of the applicant.
- No CV's and certified copies of qualifications will be returned on the applicant's request, therefore please do not send us original certificates.

ENQUIRIES: MRS C GOUWS, (053) 830 6705 / cgouws@solplaatje.org.za

Notwithstanding any representations to the contrary, no employment contract will come into effect until a written offer has been made by the municipality to, and accepted by, the applicant.

THE SOL PLAATJE MUNICIPALITY RESERVES THE RIGHT NOT TO MAKE AN APPOINTMENT.

If no communication has been received from us within three (3) months after the closing date, please consider your application as unsuccessful.

CLOSING DATE: 31 January 2023 @ 08:00



SAMPLE 5



SOL PLAATJE MUNICIPALITY

Sol Plaatje Municipality invites applications from suitably qualified candidates to fill the following vacant position within its establishment:

Executive Director: Infrastructure and Services

AA Appointment

Ref. No: IS2023/000

- **Annual Total Remuneration Package:**
 - Between R0 000 000 (Minimum) and R0 000 000 (Maximum) as per Government Gazette No. 43122, of 20 March 2020.
- **Term of Appointment:**
 - Permanent Appointment.
- **Minimum Qualifications / Requirements:**
 - Bachelor of Science in Engineering / BTech Engineering, or equivalent.
- **Years of experience:**
 - 5 years' experience at middle management level, or as programme / project manager.
 - 3 – 4 years' must be at professional / management level engineering management experience.
 - CPMD or Municipal Financial Management Programme, if not already acquired, the incumbent will be required to complete the training within 18 months of the appointment date.
- **Added Advantage:**
 - Certificate of competency as required in terms of the general machinery regulations, 1988; or
 - Registration with a recognised relevant engineering professional body.
- **Type of knowledge:**
 - Must be able to lead and manage complex engineering processes and / or departments.
 - Good knowledge and understanding of relevant policy and legislation.
 - Good knowledge and understanding of institutional governance systems and performance management.
 - Must have extensive knowledge of the public office environment.
 - Must be able to formulate engineering master planning, project management and implementation.
- **Competencies:**
 - **Planning:** Leads planning departments, play and integral role in the development of IDP and integrates planning across disciplines, and interprets and scope planning required for service delivery as required by master plans. Provides technical inputs on the preparation and implementation of programmes, projects, capital and operations and maintenance budgets.
 - **Organisational Awareness:** Global awareness of the development in the infrastructure sector, understands the integration and intricacies of service delivery for economic and community development and must have understanding of governance and audit.
 - **Design:** Conceptualises and determine design parameters for complex system and apply complex engineering knowledge skills and experience to prepare detailed production plans of infrastructure.
 - **Project Management:** Employ analytical and methodical structuring of projects and project planning to ensure adequate control over projects and the efficient, effective and economic implementation thereof to the required quality and standard and within set time frames and budget. To initiate and oversee contracts in terms of GCC a, FIDIC, NEC and JBCC and engineering practice and terminates contracts where the contractor is in default.
 - **Construction:** Manages the capital programme of the Municipality.
 - **Operational and Maintenance:** Manages multiple departments and anticipate events, situation and incidents that may impact on the operation of the system.



- **Communication:** Liaise and negotiate with local communities, rate payers, the Municipal Council, Provincial and National departments and structures, state owned entities, professional bodies, voluntary associations, interest groups, developers, unions, local and international funder, the press, etc.
- **Service Delivery:** Must have an understanding and appreciation of the service delivery imperative and its demands on public servants.
- **Action and Outcome Orientation:** Focusing on ensuring strategy and programme / projects outcome are met.
- **Cognitive Ability:** Think out of the box and demonstrates insights that others don't have.
- **Accountability and Ethical Conduct:** Promote a transparent and accountable administration.
- **Direction Setting:** Organise resources and inspire others towards focused performance.

● **Key Performance Areas:**

- Be responsible for the operations of the directorate: infrastructure and services with specific reference to electricity, water and sanitation, housing, solid waste, motor and mechanical workshops, transport and roads and stormwater.
- Be responsible for the development, maintenance and ongoing review of policies relating to the operations of the directorate.
- Develop, maintain and review human resources arrangements in support of the functioning of the directorate on an ongoing basis.
- Develop, implement and review organisational arrangements in support of the directorate.
- Render advice, guidance and support to council and its entities regarding good governance, legislative compliance and legal and procedural matters pertaining to the functioning of the directorate.
- Be responsible for the financial management of the directorate.
- Integrate and align all programmes, projects and activities undertaken by the directorate with the municipality IDP and budget.
- Be responsible for control over and overarching accountability for the line functions within the directorate.

Please Note:

- Late applications will not be considered after closing date and time.
- Candidates are required to complete the prescribed Executive Director: Infrastructure and Services Sol Plaatje Municipality application form as per Regulations on Appointment and Conditions of Employment of Senior Managers Government Notice 21 in Government Gazette 37245 dated 17 January 2014, **which is available on the municipal website (www.solplaatje.org.za)**. Failure to do so will result in the candidate being disqualified.
- **Your application must include the Executive Director: Infrastructure and Services Sol Plaatje Municipality application form, MiE vetting form and financial disclosure form.**
- Short-listed candidates will be subjected to security vetting/screening, verification of qualifications and employment history/reference check and competency assessment and should disclose financial interest.
- Sol Plaatje Municipality reserves the right to nullify or cancel an employment contract and recover all costs incurred by the municipality including remuneration, advertisement, etc., should it be discovered that the successful candidate submitted false or insufficient information which resulted to the contravention of the provisions of Municipal Council Policies, Municipal Systems Amendment Act No. 7 of 2011 or any other relevant legislation.
- Applications in writing on the official application form and accompanied by a comprehensive CV and certified copies of diplomas / certificates, which will be regarded as confidential, must be directed to: Mrs C Gouws and dropped off in the application box at Sol Plaatje Municipality, c/o Bultfontein & Lyndhurst Avenues, New Civic Building, HR, 3rd Floor.
- Alternatively, electronic applications accompanied by the official application form, a comprehensive CV and certified copies of diplomas/certificates may be emailed to cqouws@solplaatje.org.za.
- These conditions are compulsory and failing to comply will automatically lead to disqualification of the applicant.
- No CV's and certified copies of qualifications will be returned on the applicant's request, therefore please do not send us original certificates.

ENQUIRIES: MRS C GOUWS, (053) 830 6705 / cqouws@solplaatje.org.za

Notwithstanding any representations to the contrary, no employment contract will come into effect until a written offer has been made by the municipality to, and accepted by, the applicant.

THE SOL PLAATJE MUNICIPALITY RESERVES THE RIGHT NOT TO MAKE AN APPOINTMENT.

If no communication has been received from us within three (3) months after the closing date, please consider your application as unsuccessful.

CLOSING DATE: 31 January 2023 @ 08:00



SOL PLAATJE LOCAL MUNICIPALITY

CONTRACT NUMBER: COR/HR01/2023 - APPOINTMENT OF SERVICE PROVIDER TO PROVIDE ADVERTISING SERVICES FOR EXTERNAL VACANCIES IN THE NATIONAL NEWSPAPER (RE-ADVERT)

PRICING SCHEDULE

No#	Description	Price EXC VAT	Price Per Advert INCL VAT
1.	The service provider is to render the advertisement of vacant positions in the national newspaper as and when required. Price rate for the sample advert for Administrator: 15 x 3 column (150 mm x 111 mm wide) Sample 1	R	R
2.	Price rate for the sample advert for Manager – 20 x 4 column (200 mm x 129 mm wide) Sample 2	R	R
3.	Price rate for the sample advert for EDs – 54 x 5 column (540 mm x 158 mm wide) – all three adverts (CFO, ED Corporate Services and ED Infrastructure & Services must be combined on to be one advert in the "newspaper") Sample (3,4,5)	R	R
TOTAL PRICE		R	R

Special Conditions

- Bidders must indicate deadlines for advertisement(s) submission as well as the planned date(s) for publication of same (such must reduce to a letter from bidders, where the confirmation of advertisement deadline is indicated)
- Bidder must submit all the Advert drafts sample and price as indicated in the above pricing schedule.
- The successful bidder will be required to submit the rate card on an annual basis to the municipality.

NB: The colour samples are available on the municipal website, under the tender notice.



DELIVERY WITHIN _____ WEEKS

VALUE ADDED TAX AS WELL AS DELIVERY COSTS TO THE MUNICIPAL STORES MUST BE INCLUDED IN ALL PRICES

THESE BID PRICES WILL HOLD GOOD UNTIL _____

N.B: IF PRICES ARE NOT FIRM, PRICES MUST BE FIXED FOR THE PERIOD OF 12 MONTHS FROM THE DATE OF COMMENCEMENT.

I/WE AGREE TO THE CONDITIONS AS SET OUT IN THE ATTACHED SPECIFICATIONS
AND CONDITIONS OF TENDER

SIGNATURE OF TENDERER: _____

NAME OF COMPANY: _____

ADDRESS: _____

TELEPHONE NO. _____ FAX NO. _____

E-MAIL ADDRESS: _____

AS WITNESSES: 1. _____

2. _____

DATE: _____



N.B: This form must be signed by the bidder and witnessed. Removal of any of the details from the tender documents may disqualify the tender.

Bids MUST comply with the following Special Conditions of the Contract where applicable:

- **Period required for delivery** _____ **days**

- **Completion of Project** _____ **weeks**

○ Does the offer comply with the specification(s)?

YES	NO
-----	----

○ Delivery basis

YES	NO
-----	----

- **Settlement Discount Allowed**

○ _____ % 30 days

○ _____ % 15 days

- Value added Tax as well as Delivery Costs to the Municipal Stores must be included in ALL PRICES

BIDDER SIGNATURE

DATE:



MBD 3.2

SOL PLAATJE LOCAL MUNICIPALITY

CONTRACT REF NO: COR/HR01/2023 - APPOINTMENT OF SERVICE PROVIDER TO PROVIDE ADVERTISING SERVICES FOR EXTERNAL VACANCIES IN THE NATIONAL NEWSPAPER (RE-ADVERT)

METHOD OF PRICING AND PRICE ADJUSTMENTS

THIS BID WILL NOT BE CONSIDERED IF ONE OF THE FOLLOWING OPTIONS OF THIS DOCUMENT (MBD 3.2) IS NOT SELECTED AND FULLY COMPLETED

PLEASE INDICATE IF PRICES ARE FIRM OR NOT FIRM FOR THE DURATION OF THIS CONTRACT.

SELECT NUMBER 1 OR NUMBER 2

1. Prices are firm for the duration of this contract (including prices subject to Rates of Exchange or any other reasons) Variations will not be considered.

N.B.: AS FROM THE CLOSING DATE OF THE BID, BASE PRICES SHALL REMAIN FIRM FOR THE DURATION OF THE CONTRACT

2. Prices not firm for the duration of this contract and price variations are applicable

If prices are not firm and number 2 was selected, COMPLETE OPTIONS (A, B or C). One of the options MUST be selected if prices are not firm. Note that only one of the options can be applied to any one of the activities listed in the schedule of quantities and the bidder should clearly indicate the item numbers for options B and C Escalation (Option A) will be calculated on all items which are not listed in options B or C

N.B.: AS FROM THE CLOSING DATE PRICES MUST HOLD GOOD FOR AT LEAST 12 MONTHS OF THE DURATION OF THE CONTRACT BEFORE ANY PRICE ADJUSTMENTS COULD BE SUBMITTED.

- A. **NON-FIRM PRICES SUBJECT TO ESCALATION**

1. In cases of period contracts, non-firm prices will be adjusted with the assessed contract price adjustments implicit in non-firm prices when calculating the comparative prices
2. The value of each monthly statement for payment shall be increased or decreased by the amount obtained by multiplying the tender rate for a scheduled item "A_i" by the Contract Price Adjustment Factor for the specific item, rounded off to the fourth decimal place, determined according to the formula:



$$Pa = (1-V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
 (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
 D1, D2.. = Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
 R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
 R1o, R2o = Index figure at time of bidding.
 VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. e.g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		



2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

C. None firm prices based on documentary evidence (including actual supplier's invoices, motivations and letters of confirmation from the bidder's supplier)

I/WE AGREE TO THE CONDITIONS AS SET OUT IN THE ATTACHED SPECIFICATIONS AND CONDITIONS OF BIDDER

SIGNATURE OF BIDDER: _____

NAME OF COMPANY: _____

ADDRESS: _____

CELL TELEPHONE NO: _____ FAX NO. _____

E-MAIL ADDRESS: _____

AS WITNESSES: 1. _____ Name Print _____

2. _____ Name Print _____

DATE _____

N.B: THE MBD 3.2 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES



AMENDMENTS AND ALTERATIONS: ANNEXURE A

If the bidder desires to amend, vary or alter any of the specifications, conditions of contract, schedule of prices, he/she is to state so hereunder and is to set out clearly the details and character of any amendments, variations or alterations he proposes, together with the variation in cost from his bid price, if there be any variation.

Unless noted in this page when bidding or supported by a covering letter attached to this bid, no variations or alterations which the bidder desires to put forward or into effect, will be executed strictly in accordance with these documents.

SIGNATURE OF BIDDER _____

DATE: _____

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: _____

Department: _____

Contact Person: _____

Tel: _____ Cell: _____

Fax: _____

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Department: _____

Contact Person: _____

Tel: _____ Cell: _____

Email address: _____



DECLARATION OF INTEREST

BIDDERS WHO FAIL TO DECLARE ACCURATELY AND HONESTLY SHALL BE DISQUALIFIED. SHOULD YOUR INTEREST BE DISCOVERED AFTER THE AWARD OF THE CONTRACT THE MUNICIPALITY SHALL TERMINATE YOUR CONTRACT ON THE BASIS OF THE ABOVE.

1. No bid will be accepted from persons in the service of the State¹. (Employed by the State)
2. Any person, having a kinship with persons in the service of the State (Employed by the State), including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number: _____

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

3.4 Company Registration Number: _____

3.5 Tax Reference Number: _____

3.6 VAT Registration Number: _____

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

3.8 Are you presently in the service of the State? (Employed by the State)?

YES	NO
-----	----

3.8.1 If yes, furnish particulars _____

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

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

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



3.9 Have you been in the service of the State (employed by the State) for the past twelve months?

YES	NO
-----	----

3.9.1 If yes, furnish particulars

3.10 Do you have any relationship (family, friend, other) with persons in the service of the State (employed by the State) and who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

3.10.1 If yes, furnish particulars.

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the State (employed by the State) who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

3.11.1 If yes, furnish particulars

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the State (employed by the State)?

YES	NO
-----	----

3.12.1 If yes, furnish particulars.

3.13 ARE ANY **SPOUSE, CHILD OR PARENT** OF THE COMPANY'S DIRECTORS, TRUSTEES, MANAGERS, PRINCIPLE SHAREHOLDERS OR STAKEHOLDERS IN THE SERVICE OF THE STATE (EMPLOYED BY THE STATE)

YES	NO
-----	----

3.13.1 If yes, furnish particulars



3.14 DO YOU OR ANY OF THE **DIRECTORS, TRUSTEES, MANAGERS, PRINCIPLE SHAREHOLDERS**, OR STAKEHOLDERS OF THIS COMPANY HAVE ANY INTEREST IN ANY OTHER RELATED COMPANIES OR BUSINESS WHETHER OR NOT THEY ARE BIDDING FOR THIS CONTRACT.

YES | NO

3.14.1 If yes, provide information of other companies as reflected on CSD report:

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

Full Name	Identity Number	State Employee Number

DECLARATION

I, THE UNDERSIGNED (NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE MUNICIPALITY MAY REJECT THE BID OR ACT AGAINST ME / COMPANY SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

(Print) Name of bidder

THE MBD4 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER

BIDDER MUST UPDATE MBD 4 DOCUMENT ANNUALLY IN LINE WITH SCM POLICY.



PREFERENCE POINT SYSTEM

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

PURCHASES

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 2022.

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 The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS MUST NOT EXCEED	100

The following mandatory documents are required in order for bidders to claim specific goal points:

- B-BBEE Certificate / Sworn Affidavit (For EMEs & QSEs)
- Medical Certificate (in case of disability)
- Municipal Account or Lease Agreement
- CSD must be submitted in order to qualify for Specific Goals Points



2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- (t) **“Specific Goal”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability



3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for specific goal applicable for that bid.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific goal, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = Comparative price of lowest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

Specific goal 1 – Ownership (Black)

80/20 equal to or below R50 million		
90/10 above R50 million		
Ownership – Black		
% Ownership	80/20	90/10
<51%	2	1
>51% <100%	3	1.5
100%	5	2.5
*Locality	10	5
Total Points	20	10



Specific goal 2 – Gender (Black women)

80/20 equal to or below R50 million		
90/10 above R50 million		
Gender – Black women		
% Ownership	80/20	90/10
<51%	2	1
>51% <100%	3	1.5
100%	5	2.5
*Locality	10	5
Total Points	20	10

Specific goal 3 – Youth (Black)

80/20 equal to or below R50 million		
90/10 above R50 million		
Youth – Black		
% Ownership	80/20	90/10
<51%	2	1
>51% <100%	3	1.5
100%	5	2.5
*Locality	10	5
Total Points	20	10

Specific goal 4 - Disability

80/20 equal to or below R50 million		
90/10 above R50 million		
Disability		
% Ownership	80/20	90/10
<51%	2	1
>51% <100%	3	1.5
100%	5	2.5
*Locality	10	5
Total Points	20	10



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

5.1 Name of company/firm: _____

5.2 VAT registration number: _____

5.3 Company registration number: _____

5.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

5.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

5.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

5.7 **MUNICIPAL INFORMATION**

Municipality where business is situated: _____

Registered Account Number: _____

Stand Number: _____

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make



- less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

N.B: THE MBD 6.1 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES.

SIGNATURE: _____

NAME: (PRINT) _____

DULY AUTHORISED TO SIGN ON BEHALF OF _____

ADDRESS _____

TELEPHONE NO. _____

DATE _____

WITNESS (1) _____ NAME (PRINT) _____

WITNESS (2) _____ NAME (PRINT) _____



ATTACHED CERTIFIED COPY OF THE B-BBEE / SWORN AFFIDAVIT CERTIFICATE HERE

SOL PLAATJE MUNICIPALITY



MBD 6.1.1

What are the other firms' principal business activities? _____

Describe all property agreements relating to facilities shared:

FACILITY	MONTHLY	RENTAL	AMOUNT	OWNER	AGREEMENT VERBAL/WRITTEN

(F) Did the firm exist under a previous name? (✓ tick one box)

Yes No

If yes, what was its previous name and who were the owners/ partners/directors?

(G) Identify any owner or shareholder who has membership interest, or is an employee of, or has duties in another business enterprise, which has also tendered for this contract.

OWNER/ SHAREHOLDER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNERSHIP	TYPE OF BUSINESS OF OTHER FIRM

(H) Is this a joint venture contract? (✓ tick one box)

Yes No

If yes, describe the joint venture (with what firm and value of work)



MBD 6.1.1

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, affirms that:

- (i) the information furnished is true and correct;
- (ii) no part of this contract, other than stated at the time of bid or application, will be subcontracted to other parties.
- (iii) the signatory to the bid document is duly authorised thereto;
- (iv) documentary proof regarding any bidding issues will, when required, be submitted to the satisfaction of the Municipality.
- (v) Upon detecting any false claim or statement will result in the de-registration and the bidder will be prevented from participating in future contracts for a period of three (3) years.

N.B: THE MBD 6.1.1 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES

SIGNATURE: _____

NAME: (PRINT) _____

DULY AUTHORISED TO SIGN ON BEHALF OF _____

ADDRESS _____

TELEPHONE NO. _____

DATE _____

WITNESS (1) _____ NAME (PRINT) _____

WITNESS (2) _____ NAME (PRINT) _____



DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Penalty: -

Upon detecting any false claim or statement hereunder will result in the bidder's de-registration and the bidder will be prevented from participation in future contracts for a period of three (3) years.

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 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 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	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)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	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 outside of 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:		
4.4	Was any contract between the bidder and any 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"/>
4.4.1	If so, furnish particulars:		



MBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____

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

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

N.B: THE MBD 8 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES

Signature

Date

Position

Name of Bidder

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

NAME (PRINT) _____

CAPACITY _____

SIGNATURE _____

NAME OF FIRM _____

DATE _____

WITNESSES

1 _____

Name Print _____

2 _____

Name Print _____



CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids 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). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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:

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

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 Ref Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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 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.

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.

N.B: THE MBD 9 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES

_____	_____
Signature	Date
_____	_____
Position	Name of Bidder (print)

WITNESS (1) _____ NAME (PRINT) _____

WITNESS (2) _____ NAME (PRINT) _____



SOL PLAATJE LOCAL MUNICIPALITY

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, will be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.



TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
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15. Warranty / Guarantee
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties



General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids. Within the Northern Cape Province the closing hour will be 10H00, as per Post Office official time.
 - 1.2 **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 **“Day”** means calendar day.
 - 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
 - 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
 - 1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 **“Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 **“GCC”** means the General Conditions of Contract.
 - 1.15 **“Good standing”** means not being blacklisted or involved in illegal activities ,must comply with Sol Plaatje Municipality Credit Control Policy with regard to payments for services , and must have satisfactorily complied with present and previous contractual obligations.
 - 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 **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing. Faxed bid documents will not be accepted as well as e-mailed bid documents, unless stated as such in the invitation to bid or contract.

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

4. Standards

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

5. Use of Contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

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

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

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

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC. The above excludes construction contracts/road repairs, civil, mechanical and electrical works.

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Sol Plaatje Municipality or an organization acting on behalf of the Sol Plaatje Municipality.

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

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

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

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

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



8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure



- needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty / Guarantee

- 15.1 The supplier warrants or guarantees (which applicable to be indicated) 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 or guarantee (which applicable to be indicated) 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 / guarantee.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

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



21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, Sol Plaatje Municipality 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 favorable difference shall on demand be paid forthwith by the contractor to Sol Plaatje Municipality or Sol Plaatje Municipality may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

29. Governing language

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



30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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



ATTACH ALL ANNEXURES HERE

SOL PLAATJE MUNICIPALITY



SOL PLAATJE MUNICIPALITY