



**RE-ADVERTISEMENT BID NO: 23/2023/2024.**

**PROJECT NAME: MEDICAL OCCUPATIONAL HEALTH AND SAFETY ASSESSMENT  
FOR A PERIOD OF SIX (06) MONTHS**

**CLOSING DATE: 17/11/2023**

**CLOSING TIME: 12H00**

**TENDER BOX ADDRESS: WALTER SISULU LOCAL MUNICIPALITY NO.1 JAN  
GREYLING STREET- BURGERSDORP, 9744**

**TENDER DOCUMENT FEE: R890.00**

**IMPORTANT NOTES TO BIDDERS:**

A) Tenders must be properly received and deposited in the above-mentioned tender box on or before the closing date at **Walter Sisulu Local Municipality, No 1 Jan Greyling Street, 9744**. No late couriered, faxed or emailed tenders will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope clearly reflecting the tender number and the tender description as indicated above.

B) Do not reproduce this tender document (do not take it apart, omit pages, change wording, or put documents between its pages). All other mandatory documents must be attached as per the advert requirements.

C) Initial each page. Site meetings will be reflected on adverts if attendance is compulsory.

**TENDERER**

**NAME OF** Company / Close Corporation  
Partnership/ Consortium/ Join Ventures  
Sole Proprietor

**TRADING AS** (if different from above)

**COPANY REGISTRATION NUMBER**

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## 1. INVITATION TO BID

YOU ARE HERBY INVITED TO BID FOR REQUIREMENTS OF THE WALTER SISULU LOCAL MUNICIPALITY

BID NUMBER: **23/2023/2024**

CLOSING DATE: **17/11/2023.**

CLOSING TIME: **12H00**

DESCRIPTION: **OCCUPATIONAL HEALTH AND SAFETY ASSESSMENT FOR A PERIOD OF SIX (06) MONTHS**

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**RE-ADVERTISEMENT: REQUEST FOR A PROPOSAL  
OCCUPATIONAL HEALTH AND SAFETY ASSESSMENT  
NOTICE NO: 23/2023/2024**

**Walter Sisulu Local Municipality wishes to appoint a suitable service provider to conduct occupational health and safety assessment for a period of six (6) months**

Contract will be based on the National Treasury General Condition of Contracts. The bids will be evaluated on the basis of the Preferential Procurement Policy Framework Act (Act No. 5, 2000), and the revised regulations pertaining thereto 2022 **Price and Specific Goals: Price 80, Specific Goals 20**

Tender documents may be obtained from the Walter Sisulu Local Municipality Supply Chain Management (SCM) Unit upon payment of a non-refundable amount of R890 (eight hundred and ninety rand), either paid in cash or by means of electronic funds transfer (EFT) to the Walter Sisulu Local Municipality. The cash amount is to be paid at the cashier's office between the hours of 08:00 and 16:00, prior to the collection of the tender documents from the SCM unit. The tender documents will be available from **Monday, 30 October 2023.**

NB: For EFT payment deposit at Walter Sisulu Municipality FNB Account No: **62476326965** and use this Notice No 23/2023/2024 as reference. Proof of payment to be sent to: **[ntembeko.mshicileli@wslm.gov.za](mailto:ntembeko.mshicileli@wslm.gov.za)**. Upon receiving proof payment, Walter Sisulu Municipality will email the tender document to the service providers who are unable to make collection.

A minimum score of 70 out of 100 points must be score in order to proceed to the Financial Evaluation.

Description	Maximum Points Allocated
STAGE 1 OF EVALUATION - FUNCTIONALITY	

• Company Experience	40 Points
• Key Staff Competence	20 Points
• Methodology	40 Points
<b>TOTAL</b>	<b>100 points</b>
<b>STAGE 2 OF EVALUATION – PRICE &amp; SPECIFIC GOALS</b>	
<b>Price</b>	<b>80</b>
<b>Specific Goals</b>	<b>20</b>

### POINTS FOR SPECIFIC GOALS AS LISTED BELOW

51% Race (Black Owned Entity): 6 (30%), 51% Youth (18-35): 2 (10%), 51% Gender (Women): 4 (20%), 51% Disability: 2 (10%), 51% Locality (within WSLM): 4 (20%), 51% black military veterans: 2 (10%) and non-compliant contributor: 0 (0%)

The terms of reference, detailed functionality including mandatory documents (eligibility criteria) and bid conditions will be also attached in the tender document.

Queries relating to the issue of this document may be addressed to Ms N Baleni, Tel No. 051 653 1777 or email: [nolwazi.baleni@wslm.gov.za](mailto:nolwazi.baleni@wslm.gov.za). Technical enquires for the tender may be addressed to Mr T Falasi Tel No. 051 633 2441 or email: [thembeni.falasi@wslm.gov.za](mailto:thembeni.falasi@wslm.gov.za)

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender data and tender documents.

Completed bid documents and supporting documentation are to be placed in a sealed envelope endorsed with RELEVANT PROJECT NAME AND BID NUMBER must be delivered to the Walter Sisulu Local Municipality, at No. 1 Jan Greyling Street, Burgersdorp, Finance Department, reception area, and placed in the Tender Box not later than 12H00 Noon on Friday, 17 November 2023 at which time the tenders will be opened in public

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	23/2023/2024	CLOSING DATE:	17/11/2023	CLOSING TIME:	12:00
DESCRIPTION	OCCUPATIONAL HEALTH AND SAFETY ASSESSMENT				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

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

**NO 1 JAN GREYLING STREET**

**MUNICIPAL OFFICES**

**BURGERSDORP**

**9744**

### SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		<b>OR</b>	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE	CONTACT PERSON	Mr T FALASI
CONTACT PERSON	MS N BALENI	TELEPHONE NUMBER	051 633 2441
TELEPHONE NUMBER	051 653 1777	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	051 653 0056	E-MAIL ADDRESS	thembeni.falasi@wslm.gov.za
E-MAIL ADDRESS	nolwazi.baleni@wslm.gov.za		

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES</span> <div style="margin-left: 20px;"><input type="checkbox"/> NO</div>
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>

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

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

SIGNATURE OF BIDDER:

.....

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

DATE: .....

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

SIGNATURE OF BIDDER:

\_\_\_\_\_

CAPACITY UNDER WHICH THIS BID IS SIGNED:

\_\_\_\_\_

DATE:

\_\_\_\_\_

## 2. TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

As a bid conditions bidders are required to government's Central Supplier Database (CSD) and include in their quotation or bids, their Master Registration Number or tax compliance status PIN to enable the municipality to verify the bidder's tax compliance status.

Foreign suppliers with neither South African tax obligation nor history of doing business in South Africa should complete a pre-award questionnaire on the MBD 1 for their tax obligation categorization.



### 3. PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

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

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by	.....	
-	At	.....	
-	Brand & Model	.....	
-	Country of Origin	.....	
-	Does the offer comply with the specification(s)		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	*Delivery: Firm/Not firm
-	Delivery bases	.....	

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

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

## 1.1 PRICING SCHEDULE AND SPECIFICATION (SECTION 2)

Pricing instructions:

1. All prices shall be tendered including VAT, customs or excise duty and any other duty, levy, or other applicable tax.
2. All prices shall be tendered in accordance with the units specified in this schedule.
3. All prices tendered must include all expenses, disbursements, and costs (e.g., transport, overheads, Accommodation etc.) that may be required in and for the execution of the work described in the specification, and shall cover the cost of all general risks, liabilities and obligations set forth or implied. In the contract as well as overhead charges and profit (if the tender is successful). All Prices tendered will be final and binding.
4. Bidders must also indicate the expected delivery date.

Project Name	<b>CONDUCT OCCUPATIONAL HEALTH AND SAFETY ASSESSMENT</b>
Project Description	The purpose of tender is to invite accredited service providers to conduct Occupational Health and Safety Assessment and produce a report for Six (6) Months contract for the Walter Sisulu Local Municipality

### INTRODUCTION OF THE PROJECT

Stable and sustainable municipalities are central to the developmental agenda of our country. Key to this process is the development and implementation of an effective and efficient Occupational Health and Safety measures.

The introduction of a framework that ensures municipalities are not only forward-looking but are able to respond to the ever-changing environment and the risk these changes pose to the organization. As an enabler of the organization, OHS measures should establish an environment that is stable and responsive to the expectations of not only the municipality but the main stakeholders of the organization, these being businesses, ratepayers, and investors within the municipality.

The main objective of this project is to:

#### 1. **Conduct an assessment on the Occupational Health and Safety Measures:**

The service provider is required to conduct and complete an audit of the existing Municipal buildings, libraries, sports fields, landfill sites, electrical infrastructure and any other not listed on Occupational Health and Safety environment, and process documentation for the service of Health and Safety requirements.

## 2. OHS Framework (Identifying gap analysis on the OHS policies and procedure manual):

The service provider will be required to assist the Municipality to conduct the gap analysis on the OHS measures as an integral part of its corporate governance arrangements.

The service provider will be required to assist the Municipality with OHS compliance.

## 3. Assessment on the OHS Equipment:

The Service Provider must conduct and complete an audit of the existing OHS equipment.

Walter Sisulu Local Municipality Hereby Invites bids from all prospective accredited and qualifying service provider for the hereunder project:

BID NO.	Description	Evaluation Criteria	Closing Date
23/2023/2022	The purpose of tender is to invite accredited service providers to conduct Occupational Health and Safety Assessment and produce a report for Six (6) Months contract for the Walter Sisulu Local Municipality	80/20	Date: 17/11/2023 Time: 12H00

**Evaluation Criteria:** The evaluation will be conducted in three (03) namely:

### Stage 1: "Administrative compliance"

Bidders that do not meet the **Administrative Compliance** (Compliance with mandatory & other bid requirement will not be eligible for further evaluation and will be deemed as non – responsive.

### Stage 2: "Functionality" evaluation

CRITERIA	WEIGHT	VALUE 1-5	MAXIMUM POSSIBLE SCORE
<b>2. COMPANY EXPERIENCE: (40 Points)</b>			<b>40</b>
• Bidder has successfully completed 1 related project ( <b>10 points</b> )			
• Bidder has successfully completed 2 related projects ( <b>20 points</b> )			
• Bidder has successfully completed 3 related projects ( <b>30 points</b> )			
• Bidder has successfully completed 4 or more related projects ( <b>40 points</b> )			
• Bidder has submitted no information or inadequate information to determine the scoring level ( <b>score 0</b> )			
• <b>Proof of professional experience: Signed reference letters in relations to the required services must be attached</b>			

<b>3. KEY STAFF COMPETENCE: personnel that will be assigned to the contract (20 Points)</b>			<b>20</b>
<ul style="list-style-type: none"> <li><b>Occupational Health and Safety Consultant</b> <ul style="list-style-type: none"> <li>The service provider should be qualified and registered as an assessor= <b>5 points</b></li> <li>Proof of professional registration with South African Institute of Occupational Safety and Health SAIOSH must be provided with tender documents= <b>5 points</b></li> <li>Service provider must provide a list of at least two (2) previous similar projects that have been conducted with contactable references submitted with tender documents and 5 points for experience per year = <b>10 points</b></li> </ul> </li> </ul>			
<b>Bidders must submit a detailed CV with original certified copies of the required professional qualification not older than 6 months. If the required certified copies of professional qualifications and registration are not attached no points will be allocated. (Copy of a certified copy will not be considered)</b>			
<b>4. METHODOLOGY (40 Points)</b>			<b>40</b>
<b>Understanding of the Terms of references, refer to the terms of reference, the following information must be included:</b>			
<ul style="list-style-type: none"> <li>Describe in detail exactly how you propose to carry out the activities to achieve the outcomes identified in the Terms of reference = <b>15 points</b></li> </ul>			
<ul style="list-style-type: none"> <li>Demonstrate how you will manage the project plan, risk management associated with the project, turnaround times etc. = <b>15 points</b></li> </ul>			
<ul style="list-style-type: none"> <li>Allocation of Human Resource Personnel = <b>10 points</b></li> </ul>			
Failure to provide proof of registration and lists of previous similar work conducted will lead to disqualification			
<b>Methodology proposal must be attached (to score points bidder must attach details on each of the sub-criteria points)</b>			
<b>Total</b>			<b>100</b>
<b>NB: Bidders must score 70 out of 100 to proceed to the next stage (Financial Evaluation)</b> <b>Stage 3:</b> Evaluation in terms of the 80/20 preferences point systems prescribed in Preferential Procurement Regulations price=80 points. Bidders are required to submit an original CSD registration certificate to claim preferential points. <b>All enquiries must be directed to the following email addresses:</b>  <b>Technical Enquiries:</b> Mr T Falasi (Occupational Health and Safety Officer) at 051 633 2441 email: <a href="mailto:thembeni.falasi@wslm.gov.za">thembeni.falasi@wslm.gov.za</a> <b>Supply Chain Management Enquiries:</b> Ms N Baleni (Manager SCM) at 051 653 1777 email: <a href="mailto:nolwazi.baleni@wslm.gov.za">nolwazi.baleni@wslm.gov.za</a>			
<b>REQUIREMENT DOCUMENTS</b>	<b>CONDITION OF ACCEPTANCE</b>		
Potential bidders are urged to submit the following attachments when submitting their proposal, failure to do so will lead to disqualification.	<ul style="list-style-type: none"> <li>The municipality is under no obligation to accept any proposal/ tender and reserves the right to accept the whole or any part of the proposal/tender. No proposal/ tenders will be considered from persons in</li> </ul>		

- Full CSD report (Not older than one month)
- Only the original tender documents, printed one (01) sided will be accepted.
- Signed MBD 1-9 (Part of the document)
- In the case of partnership /consortium/joint venture agreement, signed agreement must be submitted with the tender documents.
- All parties/ partners to the partnership/ consortium/ joint venture agreement must be registered on the Central Supplier Database.

#### **OBTAINING OF TENDER DOCUMENTS**

Tender documents for this project are available at Supply Chain Management Office, No 1 Jan Greyling Street, Burgersdorp, 9744 or via E-mail from [ntembeko.mshicileli@wslm.gov.za](mailto:ntembeko.mshicileli@wslm.gov.za)

#### **TENDER SUBMISSION AND OPENING**

Municipal Main Building at No 1 Jan Greyling Street, Burgersdorp, 9744 at 12:00pm, Friday, 17<sup>th</sup> November 2023

the service of the state.

- The bidder or any of its directors/shareholders is not listed on the Register of tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The bidder has not abused the Employer's Supply chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect.
- No late, incomplete, unsigned fax couriered and emailed tenders will be accepted.
- The tender offer submitted shall remain valid, irrevocable, and open for written acceptance by Walter Sisulu Local Municipality for a period of 90 days from the closing date.
- The award of the tender may be subjected to price negotiation with the preferred tenderers.
- The municipality reserves the right to extend the tender period by notice in the press and on the municipality's official website:  
<http://www.wslm.gov.za>

#### **NB: Preferred bidders will be required to furnish the municipality with:**

All bidders must submit latest Municipal Rate charges and taxes Statement of the Company or All its Directors from their respective Municipalities and must not be older than three months showing that they do not owe their respective Municipality, the stated document must not be older than 90 days in arrears or attach a valid signed lease agreement, signed by both Lessor and Lessee. If exempted, please attach letter of exemption from Ward Councilor as confirmation of proof of residence , the letter must be on the letter head of the Municipality be signed and stamped by the Councilor of the respective Municipality.

Failure to complete ALL MBD forms as stipulated in the Tender Document will result in a tender being deemed non-responsive

## OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION REQUIREMENTS FOR EMPLOYEES IN THE WORK PLACE

<b>General Inspection</b>	As per Occupational Health and Safety specification and OHS act Report on Occupational Health and Safety specification and OHS act compliance covering: a) Portable Electrical Equipment b) Fire Extinguishers c) Ladders d) Dilapidated Building/ Condition of Municipal Buildings e) Personal Protective Equipment f) Non-conformance	
<b>Compensation of Occupational injuries and Diseases Act (COIDA)</b>	COIDA Requirements	
<b>Infrastructure Services</b> (Medical Certificate of fitness for all personnel on site)	As per specifications and OHS Act	
<b>Record Keeping</b>	Records on Occupational Health and Safety specification and OHS act compliance covering: a) General Complaints b) General Incidents c) Surveillance Medicals d) Inspection Register	

## **ADDITIONAL WORK**

### **CONVENE AND FACILITATE WORKSHOPS**

Assessment of the environmental condition (Occupational Health and Safety) and present a report on the work that needs to be done to revamp the environmental work condition.

The work should include the feasibility study to prevent injuries on duty

#### **Project duration**

The work should be completed within **six months** from commencement



#### 4.1 TENDER OFFER

I, \_\_\_\_\_ (duly authorized to represent the tenderer for the purpose of this tender), hereby tender to supply all or any of the goods and/ render all or any of the services described in the attached document to the Walter Sisulu Local Municipality on the terms and conditions stipulated in this tender document and in accordance with the specification stipulated in the tender document at the price reflected in the Contract Form/ Price Schedule.

**BIDDERS TOTAL OFFER (Inclusive of VAT and all other charges)**

R. ....

The tender agrees that:

- 1.1) The tender offer submitted shall remain valid, irrevocable, and open for written acceptance by the Walter Sisulu Local Municipality for a period of 90 days from the closing date or for such extended period as may be applicable.
- 1.2) The tender offer will not be withdrawn or amended during the aforesaid validity period.
- 1.3) Notwithstanding the above, the tenderer may submit a written request to the Walter Sisulu Local Municipality after the closing date for permission to withdraw the tender offer. Such withdrawal will be permitted or refused at the sole discretion of the Walter Sisulu Local Municipality after consideration of the reason for the withdrawal, which shall be fully set out by the tenderer in the written request for withdrawal.
- 1.4) Should the tender offer be withdrawn in contravention of 3.1 to 3.3 above, the tenderer agrees that:
  - (A) It shall be liable to the Walter Sisulu Local Municipality for any additional expense incurred by the Walter Sisulu Local Municipality in having either to accept another tender or, if new tenders must be invited, the additional expenses incurred by the invitation or new tenders and the subsequent acceptance of any other tender.
  - (B) The Walter Sisulu Local Municipality shall also have the right to recover such additional expenses by set-off against moneys which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfillment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses, the Walter Sisulu Local Municipality shall be entitled to retain such moneys, guarantee, or deposit as security for any loss the Walter Sisulu Local Municipality may suffer due to such withdrawal.
- 1.5) The tenderer agrees that this tender and its acceptance shall be subjected to the terms and conditions contained in the Walter Sisulu Local Municipality's Supply Chain Management Policy ('SCM policy') and Combating of Abuse of the Supply Chain Management System Policy ('Abuse Policy').

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name(s)



## 2. DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of state.
2. Any person, having a kinship with persons in the service of the state, including blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid or part thereof be awarded to persons connected with or related to person in service of the state, it is required that the bidder or their authorized representatives declare their positions in relations to the evaluation/adjudicating authority.
3. To give effect to the above, the following questionnaire must be completed & submitted with the bid.
  - 3.1) Full Names of the bidder or his/her representative: .....
  - 3.2) Identity Number: .....
  - 3.3) Position occupied in the Company (director, trustee/shareholder): .....
  - 3.4) Company Registration Number: .....
  - 3.5) Tax Reference number: .....
  - 3.6) Vat Registration number: .....
  - 3.7) The names of directors / trustees/ shareholders members, their individual identity number & State employee numbers must be indicated in paragraph 4 below.

**NB: Please mark the applicable answer.**

- |  |               |
|--|---------------|
| 3.8) Are you presently in the service of the state | <b>YES/NO</b> |
| 3.8.1) If yes, furnish particulars: .....          |               |
| .....  |               |

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

- (a) A member of –
  - (i) Any municipal council.
  - (ii) Any provincial legislature; or
  - (iii) The national Assembly or the national Council of provinces.
- (b) A member of the board of directors of any municipal entity.
- (c) An official of any municipality or municipal entity.
- (d) An employee of any national or provisional department, national or provisional public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999).
- (e) A member of the accounting authority of any national or provincial public entity.
- (f) An employee of Parliament or a provincial legislature stakeholder "means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.1.9) If yes, furnish particulars: .....

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

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

.....

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

3.11.1) if yes, furnish particulars.

.....

.....

3.12) Are any of the company's director, trustees, managers, principal shareholders, or stakeholders in Service of the state? **YES/NO**

3.12.1) if yes, furnish particulars.

.....

.....

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

3.13.1) If yes, furnish particulars.

.....

.....

3.14) Do you or any of the directors, trustees, managers, principal shareholder, or stakeholder of this this company has any interest in any other related companies / business whether they are Bidding for this contract. **YES/NO**

3.14.1) if yes, furnish particulars.

.....

#### 4. Full details of director/ trustees/ members/ shareholders

Full Names	Identity Number	State employee number

.....  
**Signature**

.....  
**Date**

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

2.

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Race, Youth, Gender, Disability, Locality and Black Military Veterans

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF WSLM SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

### 3. GENERAL CONDITIONS

3.1 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).

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

3.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
WSLM SPECIFIC GOALS	20
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

### Specific Provisions Contained In The Revised Preferential Procurement Regulations 2022

**3.5** Failure on the part of a bidder to submit proof of Race, Youth, Gender, Disability, black military veteran and Locality contributor together with the bid, will be interpreted to mean that preference points for WSLM specific goals of contribution are not claimed.

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

#### 4. DEFINITIONS

The following definitions are modified to the list of definitions:

- (a) **“highest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;
- (b) **“lowest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tender;
- (c) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation
- (d) **“specific goals”** 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 including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts;
- (h) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (i) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

#### 5. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

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

$P_t$  = Price of bid under consideration

Pmin = Price of lowest acceptable bid

## 6. POINTS AWARDED FOR WSLM SPECIFIC GOALS

- 6.1 In terms of Walter Sisulu Local Municipality Policy and the Specific Provisions Contained In The Revised Preferential Procurement Regulations 2022, preference points must be awarded to a bidder for attaining the specific goals of contribution in accordance with the table below:

Specific Goal	Number of points (80/20 system)
51% Race(Black Owned Entity)	6
51% Youth (18-35)	2
51% Gender (Women)	4
51% Disability	2
51% Locality (within WSLM)	4
51% black military veterans	2
Non-compliant contributor	0

## 7. BID DECLARATION

- 7.1 Bidders who claim points in respect of specific goals level of contribution must submit proof of the claim for such goal.

## 8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?  
(*Tick applicable box*)

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

- 8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-

- contractor.....
- iii) Whether the sub-contractor is an EME or QSE  
(***Tick applicable box***)

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

- iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2022:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	30%	30%
Black people who are youth	10%	10%
Black people who are women	20%	20%
Black people with disabilities	10%	10%
Black people living within Walter Sisulu Municipality	20%	20%
Black Military Veterans	10%	10%
<b>OR</b>		
Any EME		
Any QSE		

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

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

10.  
10.1 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

10.2 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

10.3 MUNICIPAL INFORMATION  
Municipality where business is situated:

.....

Registered Account Number: .....

Name of account holder:.....



**Business**

**Address:**.....

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

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the WSLM Specific Goals status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES (NAME & SIGNATURE):

1. ....

.....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....



## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Binding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably)

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and in South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local content declaration: Summary schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting schedule to Annex c)].

### 1. General Conditions

- 1.1) Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2) Regulations 9. (1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services, or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3) Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4) A person awarded a contract in relation to a designated sector may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5) The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:  

$$LC = [1 - x / y] \cdot 100$$

Where;

X is the imported content in Rand.

Y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rands (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

- 1.6) A bid may be disqualified if –

- (a) This declaration certificate and the Annex C (Local Content declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) The bidder fails to declare that the local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## 2. DEFINITIONS

- 1.1 **“Bid”** includes written price quotations, advertised competitive bids or proposals.
- 1.2 **“Bid prices”** price offered by the bidder, excluding value added tax (VAT)
- 1.3 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state.
- 1.4 **“Designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production & content.
- 1.5 **“Duly sign”** means a declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by Chief Executive Officer, or senior member/ person with management responsibility (Close corporation, partnership or individual).
- 1.6 **“Imported content”** means that portion of the bid price represented by the cost of components, parts, or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this include Labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty, or other similar tax or duty at the South African port of entry.
- 1.7 **“Local Content”** means that portion of the price, which is not included in the imported content, provided that local manufacture does take place.
- 1.8 **“Stipulated minimum threshold”** means a portion of local production and content as determined by the Department of Trade and Industry; and
- 1.9 **“Sub-contract”** means the primary contractor’s assigning, leasing, making out to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

## 2. The stipulated minimum threshold(s) for local production and content (Refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum thresholds.</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the service, works or goods offer have any imported content?  
(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of general conditions must be the rate(s) published by SARS for specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)  
Indicate the rate(s) of exchange against the appropriate currency in the table below  
(refer to Annex A of SATS 1286:2011).

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate(s) of exchange used.

4. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as, correct? **(Tick applicable box)**

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

- 5.1 If yes, provide the following particulars:

- (a) Full name of auditor: .....
- (b) Practice Number: .....
- (c) Telephone & Cell Number: .....
- (d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

- 5 Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content. The debt-to-income (dti) must be informed accordingly in order for the dti to verify and in consultation with the accounting officer / Accounting Authority provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/ PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. 23/2023/2024**

**ISSUED BY:** (Procurement Authority / Name of Municipality / Municipal Entity)

.....

NB

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on the bidder.
2. Guidance on the calculations of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial development / ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp). Bidders

should first complete declaration D. After completing Declaration D, Bidders should complete Declaration E and then consolidate the information on Declaration C.

3. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid to substantiate the declaration made in paragraph (c) below.** Declaration D and E should be Kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declaration C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (Full Names),  
do hereby declare, in my capacity as .....  
Of..... (Name of bidder), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I am satisfied myself that.
  - (i) The goods/ services/works to be delivery in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
  - (ii) The declaration template has been audited and certified to be correct.
- (c) The local content percentage (%) indicted below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been Consolidated in Declaration C.

Bid price, excluding VAT (y)	R
Imported Content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above	
Local Content % as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentage for each product contained in Declaration C shall be used instead of the table above. The local content percentage for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the procurement authority / Municipality / Municipal entity has the right to request that the local content be verified in terms of the requirement of SATS 1286:2011
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data the that they are verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal/ Municipal entity imposing any or all the remedies as provided for in regulations 13 of the Preferential Procurement Regulations, 2011 promulgated under the preferential policy framework Act (PPPFA), 2000 (Act No. 5 of 2000)

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No 1:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CONTRACT FORM – PURCHASE OF GOODS /WORKS**

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

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/ or works described in the attached bidding Documents to (Name of institution .....in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing of bid.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - (i) Bidding documents, viz
    - Invitation to bid.
    - Tax clearance certificate
    - Pricing schedule(s)
    - Technical Specification(s)
    - Preference claims for Broad Based Black Economic Empowerment status level of contribution in terms of the Preferential Procurement Regulations 2011.
    - Declaration of interest
    - Declaration of bidder's past SCM practices
    - Certificate of Independent bid determination
    - Special conditions of contract
  - (ii) General conditions of contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

NAME(PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1. ....

2. ....

3. DATE .....

**CONTRACT FORM – PURCHASES OF GOODS/ WORKS****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I .....In my capacity as.....  
Accept your bid under reference number ..... dated .....for the supply of goods/ works indicated hereunder and /or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payments for the goods/ works delivery in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED AT .....ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP



WITNESSES

1 .....

2 .....

DATE .....



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

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

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

4.3.1	If so, furnish particulars.		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality, or to any other municipality, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars.		
4.5	Was any contract between the bidder and the municipality or any other organ of state terminated during the past five years on account of failure to fulfil or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars.		

### CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME) .....  
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE  
 AND CORRECT, I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,  
 ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE  
 FALSE**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

In response to the invitation for the bid made by:

---

(Walter Sisulu Local Municipality)

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

I certify on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and 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 purpose of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization other than the bidder whether 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 qualification's abilities or experience; and
  - (c) Provides the same goods and services as the bidder and/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 conclusive bidding.
7. Without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding.
  - (a) Price
  - (b) Geographical area where products or services will be rendered (market allocation)
  - (c) Methods, factors or formulas used to calculate prices.
  - (d) The intentions or decision to submit or not to submit a bid.
  - (e) The submission of a bid which does not meet the specifications & 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 bids invitation relates.
9. The terms of accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the dates and time of the official bid opening or of the awarding of the contract.

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of bidder**

#### **10. CONDITIONS OF TENDER**

**TENDER CONDITIONS AND/OR INSTRUCTIONS SET OUT BELOW MUST BE STRICTLY ADHERED TO, FAILING WHICH THIS TENDER SUBMISSION WILL BE DECLARED NOT RESPONSIVE**

- 10.1) No tender will be considered unless submitted on this Walter Sisulu Local Municipality Tender document
- 10.2) Any portion of the tender document not completed will be interpreted as 'not applicable' notwithstanding a foregoing, failure to complete any compulsory portion of the tender document may result in the tender being declared non- responsive.
- 10.3) Tenders must be properly received and deposited on or before the closing date and time, in the relevant tender box. If the tender submission is too large to fit in the allocated box, please enquire at the reception for assistance.
- 10.4) The Walter Sisulu Local Municipality reserve the right to accept:
- (a) the whole tender or part of a tender or any item or part of any item, or to accept more than one tender (in the event of several items being offered) and the Walter Sisulu Local Municipality is not obliged to accept the lowest or any tender
  - (b) A tender which is not substantially or materially different from the tender specification.
- 10.5) The Walter Sisulu Local Municipality shall not consider tenders that are received after the closing date and time for a such a tender.
- 10.6) The Walter Sisulu Local Municipality will not be held responsible for any expenses incurred by tenderers in preparing and submitting tenders.
- 10.7) The Walter Sisulu Local Municipality may, after the closing date, request additional information or clarification of tenders in writing.
- 10.8) A tenderer may request information after the closing date, in accordance with the Promotion of administrative Justice Act 3 of 2000 and the Promotion of Access information Act 2 of 2000.
- 10.9) a tenderer may request in writing, after closing date that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of Walter Sisulu Local Municipality after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal.
- 10.9.1) A tender submitted:
- (a) by a registered company may not be reconsidered unless accompanied by a resolution by the Directors of the company authorizing the tender to be made and signatory to sign the tender on the company's behalf (**Schedule 1** to be completed)

- (b) By a registered close corporation may not be considered unless accompanied by written authority from all the members of the close corporation authorizing the tender to be made and the signatory to sign the tender on the close corporation's behalf **(Schedule 1 to be Completed)**
- (c) by a partnership/ consortium/ joint venture may not be considered unless accompanied by a written authority from all parties to the partnership/ consortium/ joint venture authorizing. The tender to be made and the signatory to sign the tender on the partnership/consortium/ Joined venture's behalf **(Schedule 2 to be completed)**

#### **10.11 Partnership/Consortium/ Join Ventures**

In the case of partnership/ consortium/ joint venture a copy of the partnership/ consortium/ joined venture agreement must be submitted with the tender document (attached to **Schedule 2**). All parties/partners to the partnership/ consortium/ joined ventures agreement must be registered on the Walter Sisulu Local Municipality.

#### **10.12 Validity period**

Any tender submitted shall remain valid, irrevocably, and open for written acceptance by the Walter Sisulu Local Municipality for a period of 90 days from the closing date or for such extension period as may be applicable.

The tender offer will not be withdrawn or amended during the aforesaid validity period. The aforesaid validity period may be extended by the provided that the original validity period has not expired and that all tenderers are given an opportunity to extend such period. Any such extensions shall be agreed to by a tenderer in writing.

Tenderer who fails to respond to such a request before the validity of their tender expires or who decline such a request shall not be considered further in the evaluation process.

If an appeal in terms of the System Act 32 of 2000 is received the validity period of the tender shall be deemed to be extended until finalization of the appeal, unless the tenderer has requested in writing that its tender be withdrawn. The provisions in respect of withdrawal as set out in 10.9 above will apply to such withdrawal.

#### **10.13 Tax Clearance**

No award shall be made to a person whose tax matters have not been declared to be in order by the South African Revenue Service (SARS).

Tenderers are therefore required to obtain a valid Tax Clearance Certificate from the local SARS office where such tenderer is registered for income tax/VAT purposes.

It is the responsibility of each supplier (successful tenderer) to submit updated original tax Clearance certificate to the Supplier Management Office (in the Supply Chain Management department should any current certificate expire during the contract period. Failure to do so may lead to the suspension of transactions with the suppliers until a valid tax clearance Certificate is received by the supplier management office. Each party to a consortium/ join Venture/partnership must comply with all the above.

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

No person who is a provider or prospective provider of goods or services or recipient or prospective recipient of goods disposed or to be disposed of May directly or indirectly.

- (a) Influence or interfere with the work of any Walter Sisulu Local Municipality officials involved in the tender process to inter alia:
- Influence the process and / outcome of a tender.
  - Incite breach of confidentiality and / the offering of bribes.
  - Cause over – or under – invoicing.
  - Influence the choice of procurement method or technical standards.
  - Influence any Walter Sisulu Local Municipality officials in any way which may secure an unfair advantage during or at any stage of the procurement process.

## 11. Declaration and authorization

Tenderers are required to complete all statutory declarations and authorizations in the schedules attached to this tender document, failing which the tender may be declared no responsive.

## 12. Alternative offer

Alternative tenders may be considered provided that a tender free of qualifications and strictly in accordance with the bid documents is also submitted. The Walter Sisulu Local Municipality shall not be bound to consider alternative tenders.

## 13. Objections, Complaints, Queries and Disputes / Appeals in terms of Section 62 of the System Act/ Access to Court

### Objections, Complaints, Queries, and dispute

- 13.1 Persons aggrieved by decisions or actions taken by the Walter Sisulu Local Municipality in the Implementation of the supply Chain Management system or any matter arising from the contract awarded in terms of the supply chain management system may, within 14 days of the decision/action lodge a written objection, complaint, queries, against the decision or action.

### Section 62 Appeals

- 13.2 In terms of section 62 of the System Act (Municipality System Act 32 of 2000) a person whose rights are affected by a decision taken by a political office bearer board of directors or staff members of Walter Sisulu Local Municipality in terms of power or duty delegated or sub-delegated by a delegating authority may appeal against that decision by giving a written notice of the appeal and reasons to the **Accounting Officer** within 21 days of the date of the notification of the decision.
- 13.3. An appeal shall contain the following;
- (i) the reasons and or grounds for the appeal
  - (ii) the way in which the appellant's right have been affected
  - (iii) the remedy sought by the applicant's

## 14. Access to court

The clauses above do not influence any person's right to approach the High Court at any time or their rights in terms of the Promotion of Administrative Justice Act 3 of 2000(PAJA) or the promotion of Access to information Act 2 of 2000 (PAIA)

## 15. GENERAL CONDITIONS OF CONTRACT

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### 16. General Condition of contract

1. **Definition:** The following terms shall be interpreted as indicate;
  - 1.1) Closing time means the date and hour specified in the bidding documents for the receipt of bid.
  - 1.2) Contract means the written agreement entering between the purchaser and the supplier, as recorded in the contract form signed by the parties including all attachments and appendices there to 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 this contractual obligation.



- 1.4)** Corrupt practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5)** Countervailing duties are imposed in cases where enterprise abroad is subsidized by its government and encouraged to market its product 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 result that is substantially different in basis characteristics or in purpose or utility from its components.
- 1.7)** Day means calendar day.
- 1.8)** Delivery in compliance of the condition of the contract or order.
- 1.9)** Delivery ex stock means immediate delivery directly from stock on hand.
- 1.10)** Delivery into consignee's store or to his site means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.  
Dumping occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin and which has the potential to harm the local industries in the RSA.
- 1.10)** 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, fire, Floods, epidemics, quarantine restrictions & freight embargoes.
- 1.11)** Fraudulent practice means a misrepresentation of facts 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.
- 1.12)** GCC Means the General Conditions of Contract
- 1.13)** Goods means all the equipment, machinery, and or other materials that the supplier is Required to supply to the purchaser under the contract.
- 1.14)** Imported content means the portion of the bidding price represented by the cost components, Parts, or materials which have been or are still to be imported (whether by the supplier or his Subcontractor) and which costs are inclusive of the cost abroad, plus, freight and other direct Importation costs as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African places of entry as well as transportation and handling charges to the factory in the Republic where the

supplier covered by the bid will be manufactured.

**1.15)** Local content means that the portion of the bidding price which is not included in the imported Content provided that local manufacturers do take place.

**1.16)** Manufacture means the production of products in a factory using labour, materials, Components and machinery and include other related value-adding activities.

**1.17)** Order means an official written order issued for the supply of goods or works or the Rendering of a service.

**1.18)** Project site where applicable means the place indicated in bidding documents.

**1.19)** Purchaser means the organization purchasing the goods

**1.20)** Republic means the Republic of South Africa

**1.21)** SCC means the Special Conditions of Contract

**1.22)** Service means those functional services ancillaries to the supply of goods, such as transportation and any other incidental services such as installation, commissioning, Provision of technical assistance, training, catering, gardening, security, maintenance Other such obligations of the supplier are covered under the contract.

**1.23)** Written or writing means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

3.1 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.

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

3.3 Where such special conditions of contract 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 expenses incurred in the preparation and submission of bids. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain expectations, invitations to bid are published in the government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the government printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standard**

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 employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of 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 the purposes of fulfilling 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 (30) thirty 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 contract, or in 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.
  - (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 obligation under the Contract, including any warranty obligations, unless otherwise specified in SCC.

## **8 Inspections, tests, and analysis**

- 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 service 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 department or an organization acting on behalf of the department.
- 8.3 If there are no inspection requirements indicated in the bidding document and no mention is made in the contract, but during the contract period is it 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, test, 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 analysis shall be defrayed by the purchaser.
- 8.5 Where the supplier or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such suppliers or services are accepted or not, the cost in connection with these inspections, tests or analysis shall be defrayed by the suppliers.
- 8.6 Suppliers and services which are referred to in clause 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplier 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 suppliers 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 suppliers which do comply with the requirements of the contract. Failing such removal, the rejected suppliers forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected suppliers, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provision of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of breach of the conditions thereof, or to act in terms of clauses 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 temperature, salt and precipitation during transit, and open storage. Packing, case size and weight shall take into consideration, where appropriate, the remoteness of the goods' 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 instruction ordered by the purchaser.

## **10 Delivered 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 must be furnished by the suppliers as specified in SCC.
- 10.2) Documents must be submitted by the supplier and 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 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) Furnished of tools required for assembly and or maintenance of the supplied goods.
  - (c) Furnished of a detailed operation 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 agreed by the parties, provided that this service shall not relieve the supplier or 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, operations, maintenance and or repair of the supplied goods.
- 13.2) Prices charged by the supplier for incidental services, if no 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 suppliers may be required to provide any or all 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 the purchases 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 specification of the spare parts, if requested.

### **15 Warranty**

- 15.1) The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they are incorporated 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 in the conditions prevailing in the country of destination.
- 15.2) This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof have been delivered to and accepted at the destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3) The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4) Upon receipt of such notice, the supplier shall, within the period specified in SCC and

with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

- 15.5) If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16 Payment**

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

## **17 Price**

- 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.

## **18 Contract Amendment**

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

## **19 Assignment**

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

## **20 Subcontractors**

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

## **21 Delays in the supplier's performance**

- 21.1) Delivery of the goods and performance of services shall be made by the supplier in Accordance with the time schedule prescribed by the purchaser.
- 21.2) If at any time during performance of the Contract, the supplier or its subcontractors should Encounter condition 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 penalties 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 local authority.

21.4) The rights are 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 service are not readily available.

21.5) Except as provided under GCC Clauses 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 21.1 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22 Penalties**

22.1) Subject to GCC Clauses 25, if the suppliers fail to deliver any or all the goods or to perform the services within the periods 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 of calculated on the delivered price 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 of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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



**23.5)** Any restriction imposed on any person by the accounting officer will, at the discretion of the Accounting Officer, also be applicable to any other enterprise or any partner, manager, director, or other person who wholly or partially exercise or exercised or may exercise control over the enterprise of the first mentioned person is or was in the opinion of the Accounting Officer actively associated.

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

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

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

**23.7)** If a court of law convicts a person of an offense as contemplated in section 12 or 13 of the Prevention and Combating of Corrupt activities Act No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the register the person will be prohibited from doing business with the public sector for a period of not less than 5 years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the act the register must be open to the public. The register can be perused on the National Treasury website.

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

**24.1)** When after the bid date, provisional payments are required or antidumping or countervailing right is increased in respect imposed, or the amount of provisional payment or anti-dumping or countervailing right is increased in respect of any dumping or subsidized import, the State is not liable for any amount so required or imposed or for the amount of any such increase, when, after the said date, such 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 the state or the state may deduct such amount 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 Clause 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or terminated for default if and to the extent that his delay in performance or other failure to perform these obligations under the contract is the result of an event of force majeure.

## **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 Dispute**

### **Limitation of liability**

27.1) if any dispute or difference or any kind whatsoever arise 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 disputes or differences by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with meditation. No meditation in respect of this matter may be commenced unless such notice given to the other party.

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

27.4) Meditation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5) Notwithstanding any reference to meditation 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 to the supplier.

27.6) 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 cost, 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.

## **28 Governing Language**

28.1) 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.

## **29 Applicable law**

29.1) The contract shall be interpreted in accordance with South African Laws, unless otherwise specified in SCC.

## **30 Notices**

30.1) 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.

30.2) 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.

### 31 Taxes and Duties

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

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

31.3) No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be originally issued by the South African Revenue Service.

### 32 National Industrial Participation (NIP) Programme

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

### 33 Prohibition of Restrictive Practices

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

33.2) If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser, has /have engaged in the restrictive practices referred to above, the purchaser may refer to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.

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

## SUPPORTING SCHEDULES

### SCHEDULE 1. RESOLUTION OF DIRECTORS / MEMBERS

RESOLUTION for completion by Directors (if the tenders is a (PTY or Ltd) or Members (if the tenderer is a CC)

NAME OF TENDERER: \_\_\_\_\_

Meeting held at \_\_\_\_\_ (place) on \_\_\_\_\_ (date)



**RESOLVED THAT:**

**1. The Tenderer submits a tender to the Walter Sisulu Local Municipality in respect of Bid No: 23/2023/2024.**

**2. Mr./Mrs/Ms. \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ and who will sign as follows:**

**(SPECIMEN SIGNATURE) \_\_\_\_\_**

be, and is hereby, authorized to sign the tender and all other documents and/or correspondence in connection with and relating to the tender, as well as to give any contract and or all documentation resulting from the award of the tender to the Tenderer.

**Note:** The resolution must be signed by all the directions /members of the Tenderer. Should the space provided below not be sufficient for all directors/members to sign, please attach a separate sheet to this schedule in the same format.

	Name	Capacity	Signature
1			
2			
3			
4			
5			

**SCHEDULE 2. CERTIFICATE OF AUTHORITY FOR PARTNERSHIPS /CONSORTIUMS / JOINT VENTURES**

**This returnable schedule is to be completed if the tender is submitted by a partnership/consortium/joint venture.**

1. We, the undersigned, are submitting this tender offer as a partnership/consortium/joint venture and hereby authorize Mr./Ms. \_\_\_\_\_, of the authorized entity \_\_\_\_\_ acting in or resulting from it on the partnership/consortium/joint ventures behalf.
2. By signing this schedule, the partners to the partnership/consortium/joint venture. Warrant that the tender submitted is in accordance with the man business and objectives of the partnership/consortium/joint venture. Agree that the Walter Sisulu Local Municipality shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

3.

Account Holder: \_\_\_\_\_

Financial institution: \_\_\_\_\_

Branch Code No: \_\_\_\_\_

Account No: \_\_\_\_\_

Agree that in the event that there is a change in the partnership/ joined venture and/or should a dispute arise between the partnership/consortium/joint venture partners, that the Walter Sisulu Local Municipality shall continue to make any/all payable in terms of the Contract into the aforesaid bank account until such time as the Walter Sisulu Local Municipality is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/consortium/joint venture) notifying the Walter Sisulu Local Municipality of the details of the new bank account into which it is required to make payment.

Agree that they shall be jointly and severally liable to the Walter Sisulu Local Municipality for the due and proper fulfilment by the successful Tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the Walter Sisulu Local Municipality because of breach by the successful Tenderer/supplier. The partnership/consortium/joint venture partners hereby renounce the benefits of excursion and division.

**SIGNED BY THE PARTNERS OF THE PARTNERSHIP/CONSORTIUM/JOINT VENTURE**

NAME OF FIRM	ADDRESS	DUTY AUTHOURISED SIGNATOTY
Lead partner		Signature ..... Name..... Designation.....
		Signature ..... Name..... Designation.....
		Signature..... Name..... Designation.....

### SCHEDULE 3. LIST OF OTHER DOCUMENTS ATTACHED BY TENDERER

The tenderer has attached to this schedule the following additional documentation:

	Date of Document	Title of Document of Description
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

#### CONDITIONS OF ACCEPTANCE:

- The municipality is under obligation to accept any proposal/tender and reserves the right to accept the whole or any part of the proposal/tender. No proposal/tenders will be considered from persons in the services of the state.
- The bidder or any of its directors/shareholders must not be listed on the Register of Tender Defaulters in terms of the Prevention of Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The bidder has not abused the Employers Supply Chain System; or failed to perform on any previous contract and has been given a written notice to affect.
- No late, incomplete, unsigned, faxed, couriered, and emailed tenders will be accepted.

- The tender offer submitted shall remain valid, irrevocable, and open for written acceptance by the Walter Sisulu Local Municipality for a period of 90 days from the closing date.
- the award of the tender may be subject to price negotiation with the preferred tenders.
- The Municipality reserves the right to extend the tender period by notice in the press and on the municipality official website.
- [www.wslm.gov.za](http://www.wslm.gov.za)

**NB: Preferred bidder will be required to furnish the municipality:**

- Company registration / CK and certified ID copies of all members (Not older than three (03) month)
- Tax compliance status Pin
- Certificate issued by the municipality or any other municipality to which he may be indebted to the municipality or to any other municipality or municipal entity for rates, taxes and or municipal services charged which are in arrear for a period of more than **three months** and that no dispute exists between such bidder and municipality, or municipal entity concerned in respect of any such arrear amounts. Bidders who reside within the Walter Sisulu Local Municipality (WSLM) jurisdiction will be verified with WLSM Revenue Section.

Bidders note: Claims for any service rendered shall be submitted on monthly basis. All claims should be strictly within the approved medical rates.

**NOTE: SPECIAL CONDITIONS**

A site visit will be conducted to the shortlisted bidders' facilities without prior arrangements. The visit will only be conducted within Walter Sisulu Local Municipality.

Successful bidder should commence work within 21 working days of appointment.

**ANNEXTURE B  
PAST EXPERIENCE**

Bidders must furnish hereunder details of similar work/service which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value, and the name of employer.

EMPLOYER /INSTITUTION NAME	NATURE OF WORK/ PROJECT NAME	AWARDED AMOUNT	ANTICIPATED / ACTUAL COMPLETION DATES	EMPLOYEE CONTACT NO.

.....  
**DATE**

.....  
**SIGNATURE OF BIDDER**

**ANNECTURE C**  
**JOINT VENTURE DICLOSURE FORM**

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**1A. JOINED VENTURE REQUIREMENTS**

Definition “joined venture / Consortium”: means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

Should a group of companies/ firm and or interested parties wish to enter into a joint venture/ consortium agreement the following minimum requirements must be met:

1. A copy of the joint venture/ consortium agreement must be attached.
2. Each member of the joint venture/ consortium must provide a tax clearance certificate
3. After award of a contract to a joined venture the successful joint venture partners must provide a joined venture Tax Clearance Certificate and the joint venture banking details.
4. A trust, consortium or joint venture will qualify for points oof their B-BBEE status level as a legal entity provided that the entity submits their B-BBEE status level certificate.
5. A trust consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.

The joined venture/consortium agreement must contain the following:

- a. Who the managing member will be.
- b. Who the signatory of authority will be.
- c. How joined venture/consortium share profit will be split.
- d. The bank account details where payments will be deposited into.
- e. The agreement must be signed by all parties.
- f. The agreement must be certified by a Commissioner of Oaths.
- g. The postal and physical address where all correspondence will be sent to

## GENERAL

[illegible]



## ANNEXTURE B BID CHECKLIST

All Walter Sisulu Local Municipality individual bid documents will have the typical bid checklist as an attachment. This list is to assist all bidders to submit complete bids. Bidders are to check the following points before the submission of their bid.

NO.	Description	✓ OR N/A
1.	All pages of the bid document have been read by the bidder	
2.	Completed the bid document in black ink	
3.	Totals from the specification/ costing annexure have been carried forward to the Bid form (MDB 1)	
4.	Totals from the specification/ costing annexure must also be carried forward to the summary page in section 3.2 of the tender document.	
5.	Surety details have been included in the bid	
6.	Completed and signed the invitation to Bid (MDB 1)	
7.	Has not used correctional fluid (tippex) on the pricing schedule, invitation to Bid (MDB 1) and any of the declaration forms	
8.	Has attended the compulsory briefing sessions and has signed the attendance register	
9.	Has fulfilled or offered equal or more than the exact specifications as listed in the schedule or terms of reference	
10.	Has fulfilled any other special conditions included in the bid document	
11.	Has completed the: - Pricing Schedule – Firm Prices (MBD 1)	
12.	Has completed and signed the declaration of interest (In the service of state) MBD 4	
13.	Has completed and signed the declaration of validity	
14.	Has claimed the respective preferences points in term of the Preferential Procurement Regulations 2011 by completing the preference points claim form MBD 6.1	
15.	Has completed and signed the declaration certificate for local production and content MBD 6.2	
16.	Has provided proof of SARS exchange rate for the local production and content requirement (If applicable)	
17.	Has completed and signed the contract form for purchase of goods/works form MBD 7.1 (part 1 and part 2) and or form or service MBD 7.2	
18.	Has completed and signed the declaration of independence Bid determination MBD	
19.	Has the joint venture agreement been signed and attached to the bid document (in respect of bids where a joint venture has entered)	
20.	Has the audited annual financial statements for the past 3 years been attached to the bid document (in respect of bid exceeding R10m)	
21.	Has the particulars of any contracts awarded to the bidder by an organ of state in the past 5 years been attached to the bid document for bids exceeding R10m	
22.	Has provided an original and current tax clearance certificate	
23.	Has provided an original or certified copy of the B-BBEE	
24.	If sub-contracting a portion of the works, has the service provider submitted details of the sub-contract together with the names of the sub-contractor to WSLM	

25.	If the construction project (CIDB) has completed and signed the compulsory enterprise questionnaire	
26.	If construction project (CIDB) and in the case of a JV has each partner of the JV completed a separate compulsory enterprise questionnaire	
27	If the Construction project (CIDB) is registered with the construction industry development board (CIDB) and has at least the required grade and in the required class of works	
28	If construction project (CIDB) has completed the form of an offer in words	