



**BID DESCRIPTION: APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICES PROVIDERS (PSP) TO RENDER PROFESSIONAL 5 MULTI-DISCIPLINARY SERVICES COVERING: ROADS AND STORMWATER, WATER AND SANITATION (RETICULATION AND BULK LINE), WATER AND SANITATION BULK SERVICES (TREATMENT PLANTS AND PUMP STATIONS), STRUCTURAL BUILDING, CONTRACT AND PROJECT MANAGEMENT SERVICES**

**BID NUMBER: MLM 07/2022/23**

**CLOSING DATE: 18 NOVEMBER 2022**

TECHNICAL ENQUIRIES	BIDDING RELATED ENQUERIES
<b>PMU: TECHNICAL SERVICES</b> <b>Mr. S.O. Bila/ Mrs N. Gulukunqu</b>  <b>METSIMAHOLO LOCAL MUNICIPALITY</b>  <b>10 FITCHARDT STREET</b> <b>SASOLBURG</b> <b>1947</b>  Tel: (016) 973 8455	<b>SUPPLY CHAIN MANAGEMENT</b> <b>Ms. L. Radebe</b>  <b>METSIMAHOLO LOCAL MUNICIPALITY</b>  <b>10 FITCHARDT STREET</b> <b>SASOLBURG</b> <b>1947</b>  Tel: (016) 973 874
<b>Name of Company</b> : .....	
<b>Contact Name</b> : .....	
<b>Contact No</b> : .....	
<b>Email Address</b> : .....	
<b>CSD Supplier Number</b> : .....	

**Please Note:**

1. No bid or tender will be awarded to a person in the service of the State.
2. No bid or tender will be awarded without submitting Municipal Accounts or lease agreement.
3. No bid or tender will be awarded to tender defaulters or restricted by National Treasury.
4. Bidder must be registered with **Central Supplier Database** from National Treasury and Supplier or Vendor number must be submitted.
5. Other conditions of the bid or tender must be adhered to by the Bidder.
6. Documents must be inserted in a **sealed envelope**; failure to do so will lead to disqualification.
7. **If you are late for the briefing session you will not be allowed to sign the attendance register**

**APPROVED BY: MUNICIPAL MANAGER**

**ADV. L.M.A MOFOKENG:** \_\_\_\_\_



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MBD1

## PART A INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)**

BID NUMBER:	MLM07/2022/23	CLOSING DATE:	18 NOVEMBER 2022	CLOSING TIME:	11:00
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DESCRIPTION	<b>APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICES PROVIDERS (PSP) TO RENDER PROFESSIONAL 5 MULTI-DISCIPLINARY SERVICES COVERING: ROADS AND STORMWATER, WATER AND SANITATION (RETICULATION AND BULK LINE), WATER AND SANITATION BULK SERVICES (TREATMENT PLANTS AND PUMP STATIONS), STRUCTURAL BUILDING, CONTRACT AND PROJECT MANAGEMENT SERVICES</b>
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**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

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

**Metsimaholo Local Municipality**

**No 10 Fichardt Street**

**Finance Building**

**Ground Floor**

**SUPPLIER INFORMATION**

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes  <input type="checkbox"/> No



	<input type="checkbox"/> No		
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**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE</b>	<b>R</b>
--------------------------------------	--	------------------------	----------

<b>SIGNATURE OF BIDDER</b>		<b>DATE</b>	
----------------------------	--	-------------	--

<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>	
--	--

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	<b>FINANCE</b>	CONTACT PERSON	<b>Mr Sibusiso Bila</b>
CONTACT PERSON	<b>SCM</b>	TELEPHONE NUMBER	<b>016 973 8</b>
TELEPHONE NUMBER	<b>0169738740/1/2/3/4</b>	FACSIMILE NUMBER	<b>N/A</b>
FACSIMILE NUMBER	<b>N/A</b>	E-MAIL ADDRESS	<b>sibusiso.bila@metsimaholo.gov.za</b>
E-MAIL ADDRESS	<b>N/A</b>		



**MBD1**

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<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: .....



**MBD 3.1**

**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 Bid APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICES PROVIDERS (PSP) TO RENDER PROFESSIONAL 5 MULTI-DISCIPLINARY SERVICES COVERING: ROADS AND STORMWATER, WATER AND SANITATION (RETICULATION AND BULK LINE), WATER AND SANITATION BULK SERVICES (TREATMENT PLANTS AND PUMP STATIONS), STRUCTURAL BUILDING, CONTRACT AND PROJECT MANAGEMENT SERVICES**

**Bid Number:** MLM07/2022/23

**Closing Time:** 11:00

**Closing date:** 18 November 2022

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:		.....
-	At:		.....
-	Brand and 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 basis		.....

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

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

\*Delete if not applicable.



### COMPLIANCE REQUIREMENTS

NO	RETURNABLES	NOTES
1	A copy of a CSD summary report OR CSD number.	<ul style="list-style-type: none"> <li>CSD full report or summary report OR CSD number.</li> <li>Municipality may not make any award to a person whose tax matters are not complaint with SARS, please note that tax compliance will be verified before any award.</li> </ul>
2	Proof of company registration documents with the Director's details must be attached.	<ul style="list-style-type: none"> <li>The company registration documents must indicate the company and director's details.</li> </ul>
3	Fully completed MBD forms	<ul style="list-style-type: none"> <li>Fully Completed and signed in handwriting and in black ink pen.</li> </ul>
	<ul style="list-style-type: none"> <li><b>NB! The following documents will not be accepted on ITEM 4; 5 AND 6:</b> Affidavits; Address confirmation letter; invoices from the body corporates or agents, rates and taxes of the lessor (without a lease agreement) and municipal tender / rates clearance letter.</li> </ul>	
4	<p>Latest Municipal rates and taxes account for the COMPANY AND DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS.</p> <ul style="list-style-type: none"> <li><b>NB!</b> Strictly submit <b>October 2022 or November 2022</b> municipal rates &amp; taxes statement.</li> </ul>	<ul style="list-style-type: none"> <li>Strictly submit <b>October 2022 or November 2022</b> municipal rates &amp; taxes statement</li> <li>The submitted account must not be in arrears for more than 3 months.</li> <li>In a case of Rates &amp; Taxes Account being in a family member's name, ONLY MUNICIPAL Account where the address of the Account matches the address on the company registration documents will be accepted) if not in arrears for more than 3 months.</li> </ul>
5	In the event of a tenant renting a lease agreement MUST be attached for the COMPANY AND DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS.	<p>The lease agreement must include the following:</p> <ul style="list-style-type: none"> <li>A valid copy of the lease agreement must be signed by (both Lessor and lessee).</li> <li>The lease agreement must indicate dates of commencement and expiry or duration.</li> <li>In a case where the lease agreement has expired and</li> </ul>



		<p>there is a clause indicating an automatic renewal, the original lease agreement and a confirmation letter signed by Lessor must be attached.</p> <ul style="list-style-type: none"> <li>• In the occasion where the lease agreement has expired the original lease agreement AND extension must be attached with commencement and expiry dates or duration.</li> </ul>
	<p><b>Note:</b> If the company registration document's physical address on lease agreement or the municipal rates and taxes statement is the same as the Director's physical address we will accept for both Company &amp; Director.</p>	
6	<p>Municipal rates and taxes for bidders who are from the rural areas for the COMPANY AND DIRECTORS/TRUSTEES/MEMBERS/SHARE HOLDERS.</p>	<ul style="list-style-type: none"> <li>• In the event that the bidder is from the rural area a letter from the municipality that the area is not liable to pay municipal rates and taxes OR a signed letter from the chief indicating that the bidder is from that particular rural/tribal area.</li> </ul>

**Failure to comply with the above-mentioned terms and conditions will deem your bid to be disqualified.**



**THE BIDDERS MUST TICK WHICH DISCIPLINE THEY ARE BIDDING FOR**

No	DISCIPLINE SPECIFIC FUNCTIONALITY (40 points max)	TENDERER TO TICK DISCIPLINE TO BID FOR (MAX 40 POINTS)	BIDDING	
			YES	NO
1	<b>DISCIPLINE 1 (Water/ Sewer)</b>	<b>Bulk and Reticulation Water/ Sewer Services</b>		
	Company Experience			
2	<b>DISCIPLINE 2 (Water/ Waste)</b>	<b>Waste Water/ Water Treatment Plant's</b>		
	Company Experience			
3	<b>DISCIPLINE 3 (Water/ Sewer)</b>	<b>Pump Stations and or Reservoirs (Water/ Sewer)</b>		
	Company Experience			
4	<b>DISCIPLINE 4</b>	<b>Roads and stormwater Infrastructure</b>		
	Company Experience			
5	<b>DISCIPLINE 5</b>	<b>General Building (Schools, Sports Complex, Office buildings)</b>		
	Company Experience			



### **PROPOSED ALLOCATION OF POINTS IN TERMS OF FUNCTIONALITY**

No	GENERAL FUNCTIONALITY RETURNABLES (MAX 60 POINTS)	NOTES (MAXIMUM 60 POINTS)																						
<b>SUBMIT ONLY ONE SET OF DOCUMENTS AS THEY ARE GENERAL SUBMISSIONS THAT APPLY TO ALL 5 DISCIPLINES</b>																								
1.	CESA/ SABBACO membership <b>OR</b> ECSA registration of Company Director – <b>20 Points</b>	Attach either CESA/ SABBACO member registration or an ECSA professional registration of one of the company Directors/ Shareholders/ members																						
2	Staff Experience - <b>MAX 30 POINTS</b>	<p><b>x1 Project Manager (15 Points)</b></p> <ul style="list-style-type: none"> <li>• Degree/ B-Tech in Civil Engineering</li> <li>• Professional Registration with Engineering Council of South Africa (ECSA)</li> <li>• Minimum of 8 years' experience within the Built Environment inclusive.</li> </ul> <table border="1" data-bbox="906 936 1460 1064"> <thead> <tr> <th>Experience</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>8 to 10 years</td> <td>7</td> </tr> <tr> <td>10+ to 15 years</td> <td>10</td> </tr> <tr> <td>Over 15 years</td> <td>15</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>• Attach CV or complete Personnel sheet on Page 18</li> </ul> <p><b>x1 Design Engineer (05 Points)</b></p> <ul style="list-style-type: none"> <li>• Degree/ B-Tech in Civil Engineering</li> <li>• Minimum of 5 years' experience within the Built Environment</li> </ul> <table border="1" data-bbox="906 1283 1460 1411"> <thead> <tr> <th>Experience</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>5 to 7 years</td> <td>4</td> </tr> <tr> <td>7+ to 10 years</td> <td>7</td> </tr> <tr> <td>Over 10 years</td> <td>10</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>• Attach CV or complete Personnel sheet on Page 18</li> </ul> <p><b>x1 Site Engineer (10 Points)</b></p> <ul style="list-style-type: none"> <li>• Degree/ B-Tech in Civil Engineering</li> <li>• Minimum of 4 years' experience within the Built Environment.</li> </ul> <table border="1" data-bbox="906 1657 1460 1753"> <thead> <tr> <th>Experience</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>4 to 7 years</td> <td>3</td> </tr> <tr> <td>Over 7 years</td> <td>5</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>• Attach CV or complete Personnel sheet on Page 18</li> </ul>	Experience	Points	8 to 10 years	7	10+ to 15 years	10	Over 15 years	15	Experience	Points	5 to 7 years	4	7+ to 10 years	7	Over 10 years	10	Experience	Points	4 to 7 years	3	Over 7 years	5
Experience	Points																							
8 to 10 years	7																							
10+ to 15 years	10																							
Over 15 years	15																							
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7+ to 10 years	7																							
Over 10 years	10																							
Experience	Points																							
4 to 7 years	3																							
Over 7 years	5																							
3	Skills Transfer Methodology - <b>MAX 10 POINTS</b>	Attach a method report on how skills transfer will be conducted for the Technical Municipal staff and appointing a junior student trainee																						



### DISCIPLINE SPECIFIC FUNCTIONALITY RETURNABLES

No	DISCIPLINE SPECIFIC FUNCTIONALITY (40 points max)	TENDERER TO TICK DISCIPLINE TO BID FOR (MAX 40 POINTS)	ATTACHED											
			YES	NO										
	<b>POINTS ALLOCATION</b>	<p>Each attached signed Appointment &amp; corresponding Completion Letter/ Reference Letter confirming completion of project will be allocated points as follows:</p> <table border="1"> <thead> <tr> <th>Value</th> <th>Completion letters</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>From R 400 000- R 1m appointment value</td> <td><b>10 points per letter</b></td> <td rowspan="3"><b>Max 40</b></td> </tr> <tr> <td>From R1m+ to R3m Appointment value</td> <td><b>15 points per letter</b></td> </tr> <tr> <td>From R3m + Appointment value</td> <td><b>20 points per letter</b></td> </tr> </tbody> </table> <p><b>ATTACH A MAXIMUM OF 5 PROJECTS</b></p> <p>A minimum of one project must be submitted from a State/Government/State Owned Enterprise. Non-submission of a state project will render any submission for experience as non-responsive and Zero (0) point will be allocated for Company experience.</p>	Value	Completion letters	Points	From R 400 000- R 1m appointment value	<b>10 points per letter</b>	<b>Max 40</b>	From R1m+ to R3m Appointment value	<b>15 points per letter</b>	From R3m + Appointment value	<b>20 points per letter</b>		
Value	Completion letters	Points												
From R 400 000- R 1m appointment value	<b>10 points per letter</b>	<b>Max 40</b>												
From R1m+ to R3m Appointment value	<b>15 points per letter</b>													
From R3m + Appointment value	<b>20 points per letter</b>													
<b>1</b>	<b>DISCIPLINE 1 (Water/ Sewer)</b>	<b>Bulk and Reticulation Water/ Sewer Services</b>												
	Company Experience for Completed Projects	Attach signed Appointment letters & corresponding reference letter or Completion certificate signed by client relating to Water/Sewer reticulation projects.												
<b>2</b>	<b>DISCIPLINE 2 (Water/ Waste Plant)</b>	<b>Waste Water/ Water Treatment Plant's</b>												



	Company Experience for Completed Projects	Attach signed Appointment letters & corresponding reference letter or Completion certificate signed by client relating to water/ waste water treatment plant projects.		
<b>3</b>	<b>DISCIPLINE 3 (Water/ Sewer)</b>	<b>Pump Stations and or Reservoirs (Water/ Sewer)</b>		
	Company Experience for Completed Projects	Attach signed Appointment letters & corresponding reference letter or Completion certificate signed by client relating to Pump stations / reservoir projects		
<b>4</b>	<b>DISCIPLINE 4 (Roads and Storm water)</b>	<b>Roads and stormwater Infrastructure</b>		
	Company Experience for Completed Projects	Attach signed Appointment letters & corresponding reference letter or Completion certificate signed by client relating to Roads Construction Projects		
<b>5</b>	<b>DISCIPLINE 5 (General Building)</b>	<b>General Building (Schools, Sports Complex, Office buildings)</b>		
	Company Experience for Completed Projects	Attach signed Appointment letters & corresponding reference letter or Completion certificate signed by client relating to General Building Projects		
<b>The bidder must obtain a minimum of 75 points to be considered for panel</b>				



**MBD 4**

**DECLARATION OF INTEREST**

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

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....



<sup>1</sup>MSCM Regulations: “in the service of the state” means to be –

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars. ....

.....

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

3.11.1 If yes, furnish particulars

.....

.....



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

3.12.1 If yes, furnish particulars.

.....  
.....

3.13 Are any spouse, child or parent of the company’s directors trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

3.13.1 If yes, furnish particulars.

.....  
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

**YES / NO**

3.14.1 If yes, furnish particulars:

.....  
.....



Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

**MBD 6.2****DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Municipal Bidding 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, 2017, the 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, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders 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:



$$LC = [1 - x / y] * 100$$

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 Rand (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 indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 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 threshold</u>
--	-------------------------------------

- 3.** Does any portion of the goods or services offered 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 the general conditions must be the rate(s) published by SARB for the 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):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the dti to verify and in consultation with the AO/AA 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.** .....

**ISSUED BY:** (Procurement Authority / Name of Institution):  
 .....

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 behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/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. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations 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 Declarations 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 entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:



- (i) the goods/services/works to be delivered 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
- (c) The local content percentage (%) indicated 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 percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages 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 / Institution has the right to request that the local content be verified in terms of the requirements 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 that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

**WITNESS No. 1** \_\_\_\_\_

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

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

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

**MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

b) Points for this bid shall be awarded for:

Price; and

B-BBEE Status Level of Contributor.

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

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



- 1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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



### 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

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

$P_t$  = Price of bid under consideration

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

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0



**5. BID DECLARATION**

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

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

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

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

**7. SUB-CONTRACTING**

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

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE  
**(Tick applicable box)**

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

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



<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b>	<b>QSE</b>
	√	√

- Black people
- Black people who are youth
- Black people who are women
- Black people with disabilities
- Black people living in rural or underdeveloped areas or townships
- Cooperative owned by black people
- Black people who are military veterans

**OR**

- Any EME
- Any QSE

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

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

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]



8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 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 B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;



- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....



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

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (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	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		



**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**MBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

**MBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

Of : \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.



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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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



## **GENERAL CONDITIONS OF CONTRACT**

### **NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government. In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
- (iii) The General Conditions of Contract will form part of all bid documents and may not be amended.
- (iv) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.



## **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the 5 RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and



includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such 6 obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

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

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



### **3. General**

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

3.2 With certain exceptions, invitations to bid are only 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. Standards**

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

### **5. Use of contract documents and information; inspection.**

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause

5.3 Except for purposes of performing the contract.

5.4 Any document, other than the contract itself mentioned in GCC clause

5.5 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.

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

### **6. Patent rights**

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



## **7. Performance security**

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

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

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

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

(b) a cashier's or certified cheque

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

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

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

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

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

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

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

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



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

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

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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



### **13. Incidental services**

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

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

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

### **14. Spare parts**

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.



15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take 10 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 fulfilment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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



## **20. Subcontracts**

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

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

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the 11 supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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



### **23. Termination for default**

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC

Clause 21.2;

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

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

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

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 12 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 / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority 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 reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from



doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which 13 may be due to him

#### **25. Force Majeure**

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

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

#### **26. Termination for insolvency**

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



## **27. Settlement of Disputes**

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

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

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

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

## **29. Governing language**

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

## **30. Applicable law**

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



### **31. Notices**

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

deemed to be proper service of such notice

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

### **32. Taxes and duties**

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

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

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

### **33. National Industrial Participation (NIP) Programme**

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

### **34 Prohibition of Restrictive practices**

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

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

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



## **CONDITIONS OF CONTRACT**

**The Standard Professional Services Contract (Third Edition, 3rd edition of CIDB document 1015 of September 2009) published by the Construction Industry Development Board. Copies of this Services Contract may be obtained from the Construction Industry Development Board's website [www.cidb.org.za](http://www.cidb.org.za).**

**This Contract will be based on the "General Conditions of Contract for Construction Works –Third Edition 2015, Third print", issued by the South African Institution of Civil Engineering. (Short title: "General Conditions of Contract 2015").**

### **PART 1: DATA PROVIDED BY THE CLIENT**

The following Contract Data and amendments are applicable to this Contract:

<b>Clause</b>	
	The Employer is Metsimaholo Municipality
3.4 and 4.3.2	The Authorised and Designated representative of the Employer is: Name: Mr. Sibusiso Bila The Employer's address for receipt of communications is: 10 Fitchardt Street, Sasolburg, 1947. E-mail: <a href="mailto:sibusiso.bila@metsimaholo.gov.za">sibusiso.bila@metsimaholo.gov.za</a>
3.11	The Service Provider shall deliver the Services in accordance with the programme for each Works Order or Instruction as provided for in 3.14.
3.11	The penalty for failing to submit any of the documentation on time in accordance with an agreed program is R 3 000.00 per day. The limit of penalties is 10 (ten) % of Fees payable in terms of the particular works order or instruction.
3.14	A Programme for the performance of services per Works Order/Instruction shall be submitted within 7 days of the receipt of such Works Order or Instruction.
4.4	Delete and replace with" The Service Provider shall appoint, according to contract,



<b>Clause</b>	
	work done by its subcontractors (sub-consultants) according to the Pricing Data.”
4.6	Add-Administer construction contract according to “General Conditions of Contract for Construction Work (2015) as issued by the South African Institute of Civil Engineering as amended by Employer.
4.7	All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents: <ul style="list-style-type: none"> <li>• An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)</li> <li>• An original cancelled cheque (if applicable)</li> <li>• An original letter on the bidding entity’s letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity</li> </ul>
4.7	Add new paragraph” The Employer reserves the right, by giving written notice to the Consultant, to stop the progress of a particular project/stage at any time. Should the Employer exercise this right, the Employer will pay the Consultant for work done and expenses incurred only up to the time that the notice was given.”
5.2	Add the paragraph” The Service Provider shall keep strict control of expenditure on the construction contracts and of its fee and motivate the reasons if additional funds are to be made available by the Employer. The Service Provider shall report in writing to the Employer in good time so as not to delay the progress of the Works.”
5.4.1	The Service Provider is required to provide the following insurance (And Proof):
13.4	Insurance against
13.5	Risk in performing professional services (Professional Indemnity cover) and Public Liability insurance.
	Limit of compensation
	(i) For Professional Indemnity Insurance, the amount equal to the total of the professional fee for the project as entered in the Offer and Acceptance form or the proceeds the consultant is entitled to receive under its insurance, whichever is higher. Minimum R 10 000 000.
	(ii) Minimum R 5 000 000 per occasion for public liability insurance



	Duration of professional indemnity Insurance	For a period of 3 years after issue of the final report for the whole project.
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: . Commencement of any of the ECSA guide Stages 1-6 including Additional Services. . Appointing Sub Contractors (sub consultants) and other service providers for the performance of any part of the Services	
9.1	Copyright of documents prepared by the Service Provider for any stage of the Project is vested with Metsimaholo Municipality	
9.3	Change "shall have no right" to "shall have the right".	
11	The Service Provider is deemed to have all skills necessary to provide the services detailed in the Scope of Work and Pricing Data.	
12.1.2	Settlement of disputes is to be by Adjudication. Settlement of disputes is to be in terms of <b>The Standard Professional Services Contract (Third Edition, 3<sup>rd</sup> edition of CIDB document 1015 of September 2009) published by the Construction Industry Development plus a signed full bid document will act as a full legal document and serve as a Service Level Agreement, where applicable the provisions of Municipal Finance Management Act (MFMA) shall prevail. In those Disciplines where the contract is not regulated by the Standard Professional Services Contract, a Service Level Agreement will need to be entered into between the Consultant and the Municipality.</b>	
13.6	Delete this clause.	
14	Remuneration and reimbursement shall be as set out in the Pricing Data.	
15	Interest determined by applicable law.	



## **APPOINTMENT OF A PANEL OF CIVIL ENGINEERING CONSULTANTS TO RENDER PROFESSIONAL MULTI-DISCIPLINARY SERVICES, CONTRACT AND PROJECT MANAGEMENT SERVICES.**

### **Works & technical information**

#### **C3.1 PROJECT DESCRIPTION AND BACKGROUND**

The Municipality adopts a three-year capital budget for every financial year as legislated in the Municipal Finance Management Act 56 of 2003, and hereby intends to appoint professional engineering consultants to shortlist into a database that will be valid for a period of three financial years. These shortlisted consultants will be selected **on a rotational basis on** as and when the project budget becomes available.

The bidder who is appointed for a certain project will not be considered for other projects unless the current project is satisfactory completed.

The following are portfolio of project (Types) to be implemented:

**Civil and Structural Engineering (Roads and Storm Water, Building Structural, Water and Sewer)**

#### **C3.2 SCOPE OF WORK**

Upon the allocation of specific projects to the professional engineering consultants, the scope of work will include but not limited to the following:

- Scoping,
- Preliminary design,
- Detail design,
- Preparation of procurement documents,
- Contract administration,
- Implementation of Occupational Health and Safety requirements,
- Implementation of the project through Labour Intensive Construction requirements where possible,
- Quality control,
- EPWP reporting, and
- General project management

The full scope of service is in accordance with the Engineering Council of South Africa Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000) as follows:



### **C3.2.1 Inception**

This Stage includes the following:

- Assist in developing a clear project brief
- Attend project initiation meetings
- Advise on procurement policy for the project
- Advise on the rights, constraints, consents, and approvals
- Define the scope of services and scope of work required
- Conclude the terms of the agreement with the client
- Inspect the site and advise on the necessary surveys, analysis, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
- Determine the availability of data, drawings and plans relating to the project
- Advise on criteria that could influence the project life cycle cost significantly
- Provide necessary information within the agreed scope of the project to other consultants

Deliverables will typically include:

- Agreed scope of services and scope of work
- Signed Agreement
- Report on project, site, and functional requirements.
- Schedule of required surveys, tests, analysis, and other investigation
- Schedule of consents and approvals

### **C3.2.2 Concept and Viability (Preliminary Design Stage)**

This Stage includes the following:

- Agree documentation programme with principal consultant and other consultants involved (*where applicable*).
- Attend design and consultants meeting
- Prepare initial concept design and related documentation
- Establish the concept design criteria
- Advise the client regarding further surveys, analysis, tests and investigations which may be required.
- Establish regulatory authorities' requirements and incorporate into the design.
- Refine and access the concept design to ensure conformance with all regulatory requirements and consents.
- Establish access, utilities, services, and connections required for the design.
- Coordinate design interface with other consultants involved.



- Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
- Provide cost estimates and life cycle costs as required
- Liaises, co-operate, and provide necessary information to the client, principal consultant and other consultants involved.

Deliverables will typically include:

- Concept Design
- Schedule of required surveys, tests and other investigations and related reports
- Process Design
- Preliminary Design
- Cost Estimates as required

### **C3.2.3 Design Development (Detailed Design Stage)**

This Stage will include the following:

- Review documentation programme with principal consultant and other consultants involved.
- Attend Consultants design meetings
- Incorporate clients and authorities detailed requirements into the design
- Incorporate the other consultants design and requirements into the design
- Prepare design development drawings including draft technical details and specifications.
- Review and evaluate design and outline specification and exercise cost control.
- Prepare detailed estimates of construction costs.
- Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
- Submit the necessary design documentation to local and other authorities for approval.

Deliverables will typically include:

- Design development drawings
- Outline specifications
- Local and other authority submission drawings and reports
- Detailed estimates of construction costs.



### **C3.2.4 Documentation**

This stage includes the following:

- Attend design and consultants' meetings.
- Prepare specifications and preambles for the works.
- Accommodate services design.
- Check cost estimates and adjust designs and documents if necessary to remain within budget.
- Formulate the procurement strategy for contractors or assist the principal consultant where relevant.
- Prepare documentation for contractor procurement.
- Review designs, drawings, and schedules for compliance with approved budget.
- Assist in calling for tenders
- Assist with the preparation of contract documentation for signature.

Typical deliverables will include:

- Specifications.
- Services co-ordination.
- Working drawings.
- Budget construction cost.
- Tender documentation.
- Priced contract documentation.

### **C3.2.5 Contract Administration and Inspection**

This stage includes the following:

- Attend site handover.
- Issue construction documentation in accordance documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specification of structural steel sections and connections.
- Carry out contract administration procedures in terms of the contract.
- Prepare schedules of predicted cash flow.
- Prepare pro-active estimates of proposed vacations for client decision making.
- Attend regular site, technical and progress meetings.
- Inspect works for conformity to contract documentation.



- Adjudicate and resolve financial claim by contractor(s).
- Assist in the resolution of contractual claims by the contractor.
- Establish and maintain a financial control system.
- Clarify details and descriptions during construction as required.
- Prepare valuations for payment certificates to be issued to the Client.
- Witness and review of all tests and mock ups carried out both on and off site.
- Check and approve contractor drawings for design intent.
- Update and issue drawings register.
- Issue contract instructions as and when required.
- Review and comment on operations and maintenance manuals, guarantee certificates and warranties.
- Inspect the works and issue practical completion and defects lists.
- Arranging for the delivery of all test certificates, including the Electrical Certificates of Compliance, statutory and other approvals, as built drawings and operating manuals.

Typical deliverables will include:

- Schedules of predicted cash flow.
- Construction documentation.
- Drawing register.
- Estimates for proposed variations.
- Contract instructions.
- Financial control reports.
- Valuation for payment certificates.
- Progressive and draft final account(s).
- Practical completion and defects list.
- Electrical Certificate of Compliance.

### **C3.2.6 Close out.**

This Stage includes the following:

- Inspect and verify the rectification of defects.
- Receive, comment and approve relevant payment valuations and completion certificates.
- Prepare and/or procure operations and maintenance manuals, etc
- Prepare as-built drawings and documentation required by Eskom for Energisation.
- Conclude the final accounts where relevant.



Typical deliverables will include:

- Valuations for payment certificates.
- Works and final completion lists.
- Operations and maintenance manuals, etc
- As-built drawings and documentation.
- Final accounts.

### **C3.3 DETAILED DESIGNS**

The detail designs shall include sufficient information to enable approval by the Municipality before procurement processes for construction work can resume.

### **C3.4 PROGRAMME AND TIMING**

Upon allocation of a project, the Consulting Engineers must indicate on their proposed programme of activities how they aim to achieve completion of the project within 12 months of a financial year including construction.

### **C3.5 REPORTING AND PERFORMANCE TRACKING**

- Reports must be submitted to the municipal PMU on a monthly basis or as and when requested to do so as the need may arise.
- Reports must be submitted on the prescribed format to be provided by the municipality.

### **C3.6 SKILLS TRANSFER AND MENTORING**

- Bidders will be required to train municipal staff in all project phases of a project appointed for and mentor them through their professional registration. Items for training include:
  - Design
  - Administration
  - Documentation

### **C3.7 APPOINTMENT OF SERVICE PROVIDER**

METSIMAHOLO Local Municipality reserves the right to reject or accept any bid received. The successful Bidder will be informed in writing and will be requested to accept or reject the offer within a stipulated time.

**METSIMAHOLO LOCAL MUNICIPALITY****INVITATION TO TENDER**

TENDER NO: MLM 07/2022/23

**APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICES PROVIDERS (PSP) TO RENDER PROFESSIONAL 5 MULTI-DISCIPLINARY SERVICES COVERING: ROADS AND STORMWATER, WATER AND SANITATION (RETICULATION AND BULK LINE), WATER AND SANITATION BULK SERVICES (TREATMENT PLANTS AND PUMP STATIONS), STRUCTURAL BUILDING, CONTRACT AND PROJECT MANAGEMENT SERVICES**

The most important principals of the contracts are:

- Contracts will apply to all new and existing infrastructure projects.
- The Bid is for a list of 5 Disciplines only and one service provider will be selected per project. There will be no panel list appointment
- Only those Tenderers, who have in their management and employment suitably registered Professional Persons in accordance with the relevant South African legislation for Professionally Registered Persons and in terms of the relevant professional bodies, are eligible to submit tenders
- The Bid is for a panel only selection and does not guarantee an actual appointment of a set infrastructure project of work.

Tender documents shall be available from the **Metsimaholo Municipality Finance Building at Supply Chain Management**

Completed tenders in Black ink, in a sealed envelope and clearly marked "**TENDER NO MLM 07/2022/23: APPOINTMENT OF PANEL OF PROFESSIONAL SERVICES PROVIDERS**" must be placed in the Tender Box, situated on the Ground Floor, Finance Building, 10 Fitchardt Street, Sasolburg, not later than **18 November 2022 at 11h00**, at which hour and date tenders will be opened in public.

Tenders shall remain valid until they are adjudicated and No late, faxed, e-mailed or other form of tender will be accepted.

*Metsimaholo Municipality reserves the right to accept the whole or part of any tender or not to consider any tender submitted*



## **Terms of Reference**

### **1. BACKGROUND**

1.1 The legislative mandate of Metsimaholo Municipality seeks to ensure that the infrastructure resources are protected, managed, used, developed, conserved, and controlled through regulating and supporting the provision of quality infrastructure and restore the dignity of people. Metsimaholo Municipality is responsible for the development, operations, maintenance, and rehabilitation of infrastructure resources as credible assets for the Municipality. The Municipality's responsibility is to design, develop, construct, and maintain infrastructure assets comprising of roads, pump stations, Water Treatment Plants (WTP's), sanitation infrastructure and associated infrastructure that is positioned across Metsimaholo.

1.2 The purpose of this tender is to appoint a panel of Professional Service Providers (PSP's) from proven experienced, qualified companies to render multi-disciplinary Professional Civil, Structural and Project and Construction Management Services on an as-and-when required basis for a period of 3 years in water and sanitation, building and infrastructure projects.

### **2. SPECIAL CONDITIONS**

#### **2.1 Duration of contract**

The contract is envisaged to subsist for a period of three (3) years from the date of confirmation of appointment of the Service Provider. The service provider will be appointed to a panel and the client will then appoint relevant service providers based on their speciality on a specific project. The contract will be reviewed annually and may be cancelled at any stage based on the performance of the service provider.

#### **2.2 Payments**

- 2.2.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 2.2.2 All payments will be made to the Service Provider within thirty (30) days of verification of an invoice.
- 2.2.3 Payment will be made in Rand unless otherwise stipulated.



### **2.3 Penalties**

In the event of non-compliance with the agreed time frames, Penalty fees in the amount of R3,000.00 (Three Thousand Rand) per day will be deducted in lieu of each day the successful bidder fails to render its service in respect of the project. Penalties will be applied for failure to comply with the conditions attached to this bid and Service level agreement. These penalties are more fully described in the Service Level agreement.

### **2.4 Price**

Upon appointment of a specific project. The price quoted shall be an indicative purely for guiding purpose. The actual final offer cost amount will be finalised upon appointment of the contractor. The amount for the project including supervision, design, disbursements, etc. Geo-tech, surveys and any other additional services required will be covered under the additional notes.

### **2.5 Bid Validity**

This bid is valid for a period of ninety (90) days.

### **2.6 Bid Compliance**

The Bid must comply with the following:

- This bid or part thereof may not be ceded.
  
- The bid documents submitted must be in the form and order as issued by the Municipality to assist the Municipality with the evaluation of same

### **2.7 Meeting**

Monthly Progress Meetings will be held by all parties to the contract.

### **2.8 Programme/Performance**

The Service provider will be required to submit a program of confirmed activities to be undertaken in the project. The Service Provider will also be required to submit a monthly progress report.



## **2.9 Returnable Documents**

The issued documents must be returned in the form and order in which they were issued to assist the Municipality to expedite adjudication of the bids. Metsimaholo Municipality reserves the right to disqualify a bid in the event that the bidder does not fully comply with this provision.

## **2.10 Mandatory Objection Period**

All administrative actions and decisions taken by METSIMAHOLO Municipality through its officials may become subject to an objections and appeals process. As such, in terms of Section 4 Municipal Finance Management Act 32 of 2003, a period of fourteen (14) days will be set aside to allow for the submission of objections.

## **2.11 Skills transfer and mentoring of staff**

The service provider will be expected to transfer skills to the internal staff of the METSIMAHOLO Local Municipality and provide a plan outlining how this will be achieved which will form part of the functionality.

**2.12 The Municipality will allow PSPs to make use of outsourced specialist consultants where the required expertise is not available within the company; provided that such personnel is qualified and registered at the relevant institutions. METSIMAHOLO MUNICIPALITY reserves the right to approve such specialist outsourced consultants.**

**2.13 METSIMAHOLO MUNICIPALITY reserves the right to appoint any number of responsive consultants for each of the disciplines.**

**2.14 Tenderers may only tender under 1 (one) company or 1 (one) consortium – more than 1 (one) submission will result in immediate disqualification.**

**2.15 TENDERERS to indicate which category is being tendered for on page 09. Non confirmation of project to be tendered for will lead to disqualification.**

**2.16 A consultant will only be appointed for one project at a time. Appointment of more than one project will not be allowed until the project is completed and signed with a completion certificate.**



**2.17 Professional Indemnity cover: Attach professional indemnity cover up to R 10 million before being appointed for a project**

**2.18 Company Resources: Attach list confirming the following (To be verified before appointment on a specific project):**

- Design software version and no. of licences
- No. of Desktops, Laptops and printers

METSIMAHOLO MUNICIPALITY reserves the right to assign work to any successful company or consortium. Successful tenderers will not automatically be guaranteed work as the panel will be used on an as-and-when needed basis.



**Supply Chain Management Unit hereby invites bids for the following requirements:**

<b>Bid No. MLM</b>	<b>Bid Description</b>	<b>Evaluation Criteria</b>	<b>Bid Fee</b>	<b>Closing Date</b>	<b>Technical Contact Person</b>
07/2022/23	Appointment of a panel of Professional Service Providers (PSP) to render professional 5 multi-disciplinary service covering: Roads and Stormwater, Water and Sanitation (Reticulation and bulk line), Stormwater, Water and Sanitation Bulk Services (Treatment Plants and Pump stations), Structural building, Contract and Project Management Services	Functionality	R 350.00	18 November 2022 @ 11h00 FINANCE BUILDING 2 <sup>ND</sup> FLOOR FOYER	Mr S. Bila 016 973 8487

**Bids terms and conditions:**

- Bids shall be evaluated and adjudicated in accordance with the Supply Chain Management Policy of Metsimaholo Local Municipality.
- WHERE A COMPULSORY BRIEFING SESSION IS REQUIRED, THE ONUS IS ON THE BIDDER TO ATTEND AND ARRIVE ON TIME, AS LATE ARRIVALS SHALL NEITHER BE ALLOWED INTO THE VENUE NOR WILL THEY BE PERMITTED TO SIGN THE ATTENDANCE REGISTER, AND THEREBY THEY WILL BE DEEMED TO BE ABSENT AND THEIR BIDS SHALL NOT BE CONSIDERED.**
- Tender documents will be available at the **SCM Office, Metsimaholo Local Municipality, Civic Centre, 10 Fichardt Street, Sasolburg, finance building, 1<sup>st</sup> floor.**
- Non-refundable tender document fee is payable in cash between 07:30am and 15:30pm at the **cashiers in the Rates Hall, Metsimaholo Local Municipality, Civic Centre, 10 Fichardt Street, Sasolburg.**
- TENDER DOCUMENTS CAN ALSO BE DOWNLOADED ON E-TENDER @[www.etenders.gov.za](http://www.etenders.gov.za)**
- The municipality reserves the right to accept the tender in part or totally reject it.
- Tenders endorsed with their specific Tender Numbers must be placed in the tender box located at Metsimaholo Local Municipality, Ground floor, Finance Building, 10 Fichardt Street, Sasolburg.**
- Late tenders will not be accepted.
- Incomplete tenders may be disqualified.
- No faxed or e-mailed tenders shall be accepted.
- The municipality reserves the right to accept any tender price and not necessarily the lowest, and to withdraw any bid before the award.
- Bidders must comply with the requirements as specified in a tender document; failure to comply may lead to non-consideration (disqualification).
- Bids from the persons in the service of the state such as Councillors, and other elected representative (MPs, MPLs), public servants, national and provincial, municipal officials, directors of public and municipal entities are barred from engaging in business with the municipality.

\_\_\_\_\_  
**ADV L.M.A MOFOKENG**

**Notice No: 08/2022/2023**

**MUNICIPAL MANAGER**



**BIDDER MUST USE THE ANNEXURE'S ATTACHED  
HERETO TO INCLUDE THE REQUIRED RETURNABLE  
DOCUMENTS**

**NB: None submission of this supporting documents may  
lead to disqualification**



## **ANNEXURE A**

### **Central Supply Database (CSD) Summary Report**



## **ANNEXURE B**

### **Company Registration Document**

Certificate issued by Companies and Intellectual Property Commission



## **ANNEXURE C**

**Latest Municipal rates and taxes account OR lease agreement for the COMPANY**



## **ANNEXURE D**

**Latest Municipal rates and taxes account OR lease agreement for the DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.**



**BIDDER MUST USE THE ANNEXURE'S  
ATTACHED HERETO TO INCLUDE THE REQUIRED  
RETURNABLE DOCUMENTS FOR FUNCTIONALITY**

**NB: None submission of this supporting  
documents will lead to no points award**



## **ANNEXURE E**

**CESA/ SABBACO membership OR ECSA registration of  
Company Director**



## **ANNEXURE F**

### **Staff Experience**



## **ANNEXURE G**

### Skills Transfer Methodology



## **ANNEXURE H**

Each attached signed Appointment & corresponding  
Completion Letter/ Reference Letter confirming completion  
of project