TENDER DOCUMENT

(In terms of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005)

TENDER NO: GTLM/INFR05/2026/2027

PLANNINING, DESIGN, CONSTRUCTION MONITORING, CONSTRUCTION AND CLOSE-OUT (TURNKEY) OF QHOO ROAD AND STORMWATER

NAME OF COMPANY: _____

Trading as _____

TENDER PRICE (VAT INCLUSIVE) R_____

CSD NUMBER: _____

ADDRESS: _____

_____

NB: Tenders must be properly received and deposited in the tender box on or before the closing date and before the closing time. No late tender offers will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope properly marked in terms of the tender number and tender description as indicated above. If the tender offer is too large to fit into the abovementioned tender box, please inquire at the public counter opposite the tender box for assistance.

Do not dismember this Tender document (do not take it apart) and all other documents of the submission must be attached to the pages provided for in this tender document.
Tender Deposit Receipt No: ……. (Attach documentary proof)

CLOSING TIME: **12H00**

TENDER BOX: **SITUATED IN THE FOYER (MUNICIPAL ADMINISTRATION OFFICES)**

CLOSING DATE: **10 NOVEMBER 2026**

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SECTION 1

BID NOTICE

APPOINTMENT OF SERVICE PROVIDERS FOR THE PLANNINING, DESIGN, CONSTRUCTION MONITORING, CONSTRUCTION AND CLOSE-OUT (TURNKEY) OF QHOO ROAD AND STORMWATER

INVITATION TO BID

PLANNING, DESIGN, CONSTRUCTION, CONSTRUCTION MONITORING AND CLOSE-OUT (TURNKEY) OF QHOO ROAD AND STORMWATER
BID NO: GTLM/INFR05/2026/2027

Bids are hereby invited for the Appointment of a Service Provider for the PLANNINING, DESIGN, CONSTRUCTION MONITORING, CONSTRUCTION AND CLOSE-OUT (TURNKEY) OF QHOO ROAD AND STORMWATER as and when needed for **GREATER TAUNG LOCAL MUNICIPALITY.**

Invalid or non-submission of the following documents will lead to immediate disqualification of the tender:

Bids documents with detailed bid specifications and detailed information are obtainable at the Finance Department office hours 08h00 to 15h00 of the GREATER TAUNG LOCAL MUNICIPALITY, Station Street Taung from **10 NOVEMBER 2026**. A non-refundable cash deposit fee of **R1000.00** is required on collection of the bid.

Sealed Bids clearly marked **"GTLM/INFR05/2026/2027: APPOINTMENT OF A SERVICE PROVIDER FOR THE PLANNINING, DESIGN, CONSTRUCTION MONITORING, CONSTRUCTION AND CLOSE-OUT (TURNKEY) OF QHOO ROAD AND STORMWATER** "must be placed in the tender box situated at the offices of the **GREATER TAUNG LOCAL MUNICIPALITY,** Station Street, Taung on or before 12h00 on **10 NOVEMBER 2026**

The GREATER TAUNG LOCAL MUNICIPALITY does not bind itself to accept the lowest or any bid and the Municipality reserves the right to accept the whole or part of any bid and further reserves the right to appoint or not to appoint if it so wishes to.

Bids will be adjudicated according to the GREATER TAUNG LOCAL MUNICIPALITY's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act (Act 5 of 2005) and the Preferential Procurement Regulations, 2011, as well as the Broad Based Black Economic Empowerment Act (Act 53 of 2003). The tender will be evaluated on the 80/20 Preference Points system as prescribed by the Preferential Procurement Regulations, 2011

NB: BIDS WHICH ARE LATE, INCOMPLETE, UNSIGNED, COMPLETED BY PENCIL, SENT BY TELEGRAPH, FASCIMALE, ELECTRONICALLY (FAX), OR E-MAIL AND WITHOUT THE COMPULSORY REQUIREMENTS SHALL BE DISQUALIFIED.

Enquiries should be addressed to **Mr T Setlhapelo at Tel: 053 994 9400 or email to: setlhapelot@gtlm.gov.za**and Supply Chain queries to **Mr. Thabiso Sebe** at **Tel. 053 994 9400** or by **e-mail to: sebet@gtlm.gov.za**

BID DISQUALIFYING CRITERIA LIST

PLANNINING, DESIGN, CONSTRUCTION MONITORING, CONSTRUCTION AND CLOSE-OUT (TURNKEY) OF QHOO ROAD AND STORMWATER

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected.

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil. Only ink must be used to complete the bid document.
3. **THE BID HAS NOT BEEN PROPERLY SIGNED BY A PARTY HAVING THE AUTHORITY TO DO SO ACCORDING TO THE *EXAMPLE* OF "AUTHORITY FOR SIGNATORY"**

3.1 No authority for signatory submitted (printed on bidder's letter head) – See example, where it is stated that a duly signed and dated original copy of the company's relevant resolution (for each specific bid) of their members or their board of directors, must be submitted. (Directors who have 100% and are the one signing the documents – see example for one person business and do the resolution as such)

4. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
5. The bid has been submitted after the relevant closing date and time.
6. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
7. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
   (a) who is in the service of the state, or;
   (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
   (c) Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest?
8. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
9. Bid offers will be rejected if the bidder has abused the GREATER TAUNG LOCAL MUNICIPALITY's Supply Chain Management System.
10. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
11. Failure to complete and sign the certificate of independent determination or disclosing of wrong information.
12. **An updated record of payment of rates and taxes (three months**) and services to the relevant Municipality must be attached. Failure to do so will invalidate the tender submitted.

a) **In case where a bidder is leasing a property, lease agreement with SAPS Affidavit (Clearly stating if the Director or company is renting out).**
b) **Bidders that are residing in Traditional lands must attach an updated letter from the Tribal Authority falling within the bid period together with the SAPS Affidavit clearly stating that the bidder does not pay rates and taxes.**
c) **If company have directors that are spouses (with the same name, address in the CK and CSD and the rates and taxes on specify one spouse the rates and taxes will be sufficient for both if submitted. If they are refer to number (a)**

13. A copy of Company Registration Certificate(s) must be attached.
14. **CIDB GRADING: 4CEPE OR HIGHER FOR CONTACTOR AND 1GB OR HIGHER FOR CONSULTANT**
15. **LOCAL CONTANT: CEMENT 100% AND STEEL PRODUCT AND COMPONENTS FOR CONSTRUCTION 100%**
16. CV`s of Key Personnel (Certified Identity Document and certificates must be certified) – If applicable
17. Certified ID copies of all directors (Not older than three months)
18. Price quoted must be firm (for the duration of the contract) and inclusive of VAT (if applicable)
19. **Financial means: the service provider required to provide adequate financial proof that sufficient working capital is available to commence with the project, than working capital to the value of at least 5 % is available. Since when this is 4CEPE, 5% value shall be calculated from CIBD Grade 4. Please attach (letter of confirmation/commitment from the tender's bank or reputable financial institution that working capital is readily available on demand for the period at least 3 months)**
20. **Financial means: the bidder to attach three Annual Financial Statement for three financial years (financial Statements must show that the contractor was not known to be insolvent, in receivership, bankrupt or undergoing liquidation procedure)**
21. **Proof of professional indemnity insurance**
22. All MBD, Tender Offer and Local Content Annexures forms MUST be completed and signed.
23. JV agreement for tender project should be attached (if applicable)
24. Proof of payment must be attached of the Tender Document
25. Smart card ID copies should be certified on both sides.
26. Registration summary must be attached as a proof that the bidder is registered with Central Suppliers Database (CSD)
27. A firm completion period must be indicated.
28. Copies from certified copies are not allowed.
29. When documents certification is done by the commissioner of oath, ensure that the date of certification is indicated.
30. All certified copies should not be older than 3 months.
31. A person in the service of state shall NOT be considered.
32. This bid will be evaluated in terms of the 80/20 preference point system as prescribed by PPPFA regulations implemented on the April 2017,
    - Where 80/20 is below the transaction value up to R 50 000 000 &
    - Where 90/10 is above the transaction value of R 50 000 000
    - N.B FAILURE TO ADHERE TO THE ABOVE-MENTIONED CONDITIONS WILL AUTOMATICALLY DISQUALIFY YOUR BID

BIDDER SIGNATURE

AUTHORISED SIGNATORY

PLANNINING, DESIGN, CONSTRUCTION MONITORING, CONSTRUCTION AND CLOSE-OUT (TURNKEY) OF QHOO ROAD AND STORMWATER

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete which ever is not applicable.)

COMPANY /PARTNERSHIP /ONE-PERSON BUSINESS / CLOSE CORPORATION/ JOINT VENTURE

A. COMPANIES

If the bidder is a company, a certified copy of the resolution of the Board of Directors, personally signed by the chairperson of the board, authorizing the person to signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the board of Directors on ……20….., Mr. / Ms ……has been duly authorized to sign all documents in connection with BID NO. ……

SIGNED ON BEHALF OF THE COMPANY: …….

IN HIS CAPACITY AS: …….

DATE: ……

SIGNATURE OF SIGNATORY:…….

WITNESSES: 1. ……...

2. ……..

B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
……..	……..	……..
……..	……..	……..
……..	……..	……..

We, the undersigned partners in the business trading as,……..

Hereby authorize …….. …… to sign this bid as well s any contract resulting from the bid and any other documents and correspondence in connection with this bid / or contract on our behalf.

……	…….	…….
Signature	Signature	Signature
……	…….	…….
Date	Date	Date

C. ONE-PERSON BUSINESS

I, the undersign …….hereby confirm that I am the sole owner of the business trading as …….

……..	……
Signature	date

D. CLOSE CORPORATION

If the case of a close corporation submitting a bid, a certified copy of the founding Statement of such corporation shall be included with the Bid, together with a resolution by its members authorizing a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the members at the meeting on the ……..200…….at ……Mr. / Ms ……whose signature appear below, has been duly authorized to sign all documents in connection with BID NO.

……

SIGNED ON BEHALF OF THE CLOSE CORPORATION: ……..

IN HIS / HER CAPACITY AS:…….

DATE: ……

SIGNATURE OF SIGNATORY:……

WITNESSES: 1. ……...

2.……..

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorize Mr./Ms . . . . . , authorized signatory of the company . . . . . , acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. . . . . . Name …….. Designation
		Signature. . . . . . Name …….. Designation
		Signature. . . . . . Name …….. Designation
		Signature. . . . . . Name …….. Designation

SECTION 2

LIST OF RETURNABLE DOCUMENTS AND CHECKLIST

PLANNINING, DESIGN, CONSTRUCTION MONITORING, CONSTRUCTION AND CLOSE-OUT (TURNKEY) OF QHOO ROAD AND STORMWATER

LIST OF RETURNABLE DOCUMENTS THAT SHOULD FORM PART OF THE BID DOCUMENT.

1. Form MBD 1 : Invitation to bid
2. Form MBD 3.1: Price schedule – Firm prices
3. Form MBD 4 : Declaration of Interest
4. Form MBD 6.1: Preference points claimed form
5. Form MBD 6.2: Local Contents
6. Form MBD 7.1 Contract form : - Purchase of goods/ services
7. MBD 9 : Declaration of bidders past supply chain management practices
8. COMPANY REGISTRATION CERTIFICATE
9. CSD REPORT
10. Rate & Taxes
11. SARS CODE and Tax Clearance Certificate
12. BBBEE supporting documents

NB **FAILURE TO COMPLETE OR SIGN THIS DOCUMENT WILL RESULT IN YOUR BID NOT BEING CONSIDERED.**

TENDER CONDITIONS AND INFORMATION

2.1.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

2.1.2 Acceptance or Rejection of a Tender

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

2.1.3 Validity Period

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

2.1.4 Cost of Tender Documents

Payment for tender documents, if specified, must be made by cash payable to the Municipality. These costs are non-refundable.

2.1.5 Registration on the Central Supplier Database (CSD)

It is expected of all prospective service providers should be register on the Central Supplier Database and the CSD report be send with the tender document on the closing date of the tender. .

2.1.6 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. Section 3: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

(d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

Municipal Rates, Taxes and Charges

(a) A **copy** of the bidder's and those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents.

(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

(c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

(d) If the bidders address resides in the Tribal Land – Letter from the Tribal Authority together with the affidavit should be attached.

2.1.8.5 Authorised Signatory

(a) A Original of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

(c) A Original of the Resolution by board on the Company Letter Head should accompany the Tender Document. Failure to do as such will result to the disqualification of the tender,

2.1.9 Site / Information Meetings

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

(b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

2.1.10 **Samples**

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

2.1.11 Quantities of Specific Items

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

2.1.13 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

2.1.14**Contact with Municipality after Tender Closure Date**

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

2.1.15Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. Bid Register will record the names of all the bidders name, amount, BBBEE and CSD number.

(b) Faxed, e-mailed and late tenders will not be accepted.

2.1.16 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

2.1.17 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

2.1.18 Contract

(a) The successful bidder will be expected to sign the agreement in Section 6 of this bid document.
The signing of both Parts of Section 5 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

2.1.19 **Subcontracting**

(a) The Contractor shall not subcontract the whole of the Contract.

(b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

(c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.

(d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

(e) The Contractor shall not be required to obtain such consent for –

(i) The provision of labour, or
(ii) The purchase of materials which are in accordance with the Contract, or (iii) the purchase or hire of Construction Equipment.

2.1.20 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

2.1.21 **Extension of Contract**

The contract with the successful bidder may be extended should additional funds become available.

2.1.22 Stamp and Other Duties
The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

2.1.23 Wrong Information Furnished

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

2.1.24 Past Practices

(a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

(b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.

(c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

2.1.27 Negotiations

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

2.1.28 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to SCM Manager at telephone (053) 994 9400.

TERMS OF REFERENCE
(SPECIFICATIONS)

PLANNINING, DESIGN, CONSTRUCTION MONITORING, CONSTRUCTION AND CLOSE-OUT (TURNKEY) OF QHOO ROAD AND STORMWATER

TERMS OF REFERENCE

REQUEST FOR QOUTATION: PLANNING, DESIGN, CONSTRUCTION MONITORING, CONSTRUCTION AND CLOSE-OUT OF QHOO ROAD AND RELATED STORM-WATER (TURNKEY).

1. DESCRIPTION OF SERVICES:

The services to be rendered entail the planning, Design, Construction Monitoring, Construction and Close out of Qhoo Road and Storm-water (Turnkey).

The Scope of work

The project will include the construction of the following components.
Construction of 1.5km paved Access Road

- Excavation
- Layer works
- 60mm paving bricks
- Kerbs
- Edge-beam
- Road furniture's
- Road marking
- Stone pitching
- Storm-water management (Installation of Culverts).

2. SCOPE OF SERVICES (METHODOLOGY) BUT NOT LIMITED TO THE FOLLOWING:

a) Planning

- Inspect the site and conduct surveys, Geotechnical investigation, other necessary test that maybe required.

- Preparation of the scoping report.
- Define the services and scope of work required.
- Identifying of servitudes and participating in negotiations in this regard
- Requesting of way leaves

b) Design, Implementation and Site Monitoring

- Preparation of Preliminary design Report
- Preparation preliminary budget
- Preparation of Detail/Final designs.
- Preparation of working drawings.
- Final cost estimates (Budget)
- Compilation of contract documents i.e Contract data, Bill of Quantities, Contract specification, etc.

c) Construction

- Construction of the road
- Compliance with OHS
- Completion of the works

3. COMPENTENCIES OF THE SERVICE PROVIDER

- Expertise in urban and transportation engineering.
- Proof of registration with recognized Engineering body.
- Good knowledge of roads and stormwater construction
- Good knowledge of relevant national and provincial legislation, policies, strategies, norms and standards
- Good understanding of the concept of sustainable communities and the processes involved
- Proven project management skills
- Ability to produce thorough, readable and informative documents and reports

4. DELIVERABLES (CONSULTANT)

The project deliverables will include the following:

- Feasibility studies (scoping report)
- Preliminary design report and drawings, including a first order cost estimate
- Detailed design report, including drawings for construction and tender document
- Construction monitoring
- Commissioning.
- Close out report

5. OVERVIEW ON EVALUATION PROCESS

Financial, Quality and Preference Offer

The Evaluation Criteria for Functionality and Quality are as follows:

N.B : The bidders will only be evaluated on functionality point system and those who get a minimum of (70%) will be evaluated further.

The bidders tender responsiveness in relation to points is therefore summarized as follows:

Personnel	40
Experience of Firm on similar or comparable projects	45
Plant and Equipment.	15
TOTAL	**100**

Project Engineer: (Consultant) ***(Maximum Points obtainable 15)***
Name of Design Engineer……..

Evaluation Criteria	**Minimum Required** **Attach CV, Certified ID Copy, Qualification and ECSA Registration**		**Maximum Points obtainable**	
	B.Eng or Bsc or B Tech in Civil Engineering or higher		5	

Valid Professional Registration	Professional Engineer (Pr. Eng.) or Professional Engineering Technologist (Pr. Tech. Eng.) in Civil Engineering		5	
Sub-total			**10**	

Involvement in Roads and Stormwater Engineering projects after registration as a professional Engineer or Technologist	1-2		1	
	3-4		2	
	5-6		3	
	7 and above		5	
Sub-Total			**5**	
Total			**15**	

Resident Engineer: (Consultant) **(Maximum Points obtainable 5)**

Name: …….

Evaluation Criteria	**Minimum Required** **Attach CV, Certified ID Copy, Qualification and ECSA Registration**		**Points obtainable**
Academic Qualifications	B.Tech or N.Diploma Civil Engineer		2
Sub-total			**2**
Involvement in Roads and Stormwater Engineering projects after registration as a professional Engineer or Technologist	1		1
	2-3		2
	4 upwards		3
Sub-total			**3**
Total			**5**

(Contractor) Site Agent .....(*Maximum Weight obtainable 15)*

Evaluation Criteria	**Minimum Required** **Attach Certified ID Copy, Qualification and ECSA Registration**		**Weight obtainable (%)**

	National Diploma/NQF Level 6 in Civil Engineering or Higher		7.5
Sub-total			**7.5**
Involvement in Roads and Stormwater Engineering projects	**Number of projects after professional registration** **Attach CV**		**Weight obtainable (0%)**
	1-2		2.5
	3-4		3.5
	5-6		5.5
	7 upwards		7.5
Sub-total			**7.5**
Total			**15**

Safety Officer: (Contractor) ***(Maximum Points obtainable 5)***

Name: …….

Evaluation Criteria	**Minimum Required** **Attach CV, Certified ID Copy, Qualification and ECSA Registration**		**Points obtainable**
Academic Qualifications	National Diploma in Safety management / SAMTRAC		2
Sub-total			**2**
Experience as Safety Officer in infrastructure projects	1		1
	2-3		2
	4 upwards		3
Sub-total			**3**
Total			**5**

<u>EXPERIENCE OF CONSULTANT (Maximum Weight obtainable 25)</u>

Provide proof of the company's previous completed projects which is in the form appointment letters and corresponding reference letters from government institution. Verifiable references (appointment letters) with contact details must be attached. In case of the subconsultant work, kindly attach the Appointment letters of the appointed main consultant and their reference letters. Furthermore, kindly attach appointment letters and reference letter of the subconsultant. Failure to submit the required information is not an elimination factor, however, zero points will be allocated.

Evaluation Criteria	Evaluation Criteria (Number)		Points obtainable
Company experience in terms of Roads and Stormwater projects with **government institutions in the last 8 years (Attach appointment letters and corresponding reference letters)**	**1-5 Projects**		**5**
	6 Projects		10
	7 Projects		15
	8 - Projects upwards		20
Sub-Total			**20**
TOTAL			**20**

EXPERIENCE OF CONTRACTOR (Maximum Weight obtainable 25)

Provide proof of the company's previous completed projects which is in the form appointment letters and corresponding completion certificate. Verifiable references (appointment letters) with contact details must be attached. In case of the subcontracted work, kindly attach the Appointment letters of the appointed main contractor and their completion certificates. Furthermore, kindly attach appointment letters and completion certificate of the subcontractor. Failure to submit the required information is not an elimination factor, however, zero points will be allocated.

Evaluation Criteria	Evaluation Criteria (Number)		Points obtainable
Company experience in terms of Roads and Stormwater projects with **government institutions in the last 8 years (Attach appointment letters and corresponding completion certificates)**	**1-5 Projects**		**5**
	6 Projects		10
	7 Projects		15
	8 - Projects upwards		25
Sub-Total			**25**
TOTAL			**25**

PLANT (Maximum Points obtainable 15)

It must be noted that a total point of 15 are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored. Letter of intent from the lessor must be attached and their valid eNatis Certificate.

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable (Own)	Points obtainable (leased)
Firm's plant and equipment – **Note**: Proof of ownership (Valid eNatis Certificate and proof of purchase for Roller and Excavator) the firm's equipment or Letter of intent from the lessor must be attached and their valid eNatis Certificate plus proof of purchase for Roller and Excavator must be attached and failure to do so will result in forfeiting the plant points	Grader x1	No	3	2
	Firm's number of TLBs x1	No	2	1.5
	Firm's number of Tipper Truck x 1-10m3	No	2	1.5
	Firm's number of Water Truck x 1	No	3	1.5
	Excavator x1	No	3	2
	Roller x 1	No	2	1.5
Sub-total			**15**	**10**
Total			**15**	**10**

GREATER TAUNG LOCAL MUNICIPALITY: SUPPLY CHAIN MANAGEMENT UNIT

TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PLANNINING, DESIGN, CONSTRUCTION MONITORING, CONSTRUCTION AND CLOSE-OUT (TURNKEY) OF QHOO ROAD AND STORMWATER

SPECIFICATION AND ADDITIONAL CONDITIONS OF TENDER

PURPOSE

The purpose of this bid is to seek a service provide/s for **PLANNINING, DESIGN, CONSTRUCTION MONITORING, CONSTRUCTION AND CLOSE-OUT (TURNKEY) OF QHOO ROAD AND STORMWATER**.

Prospective bidders will be invited by means of an open tender process to submit their bids containing information of their firms – for evaluation purposes and proof of registration with CSD.

COMPULSORY BRIEFING SESSION

A compulsory briefing session will be held

DURATION OF THE CONTRACT

VALIDITY PERIOD

Tender validity period of 90 days is proposed.

PROCUMENT CONDITIONS

Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022.

MUNICIPAL BIDDING DOCUMENTS

PLANNINING, DESIGN, CONSTRUCTION MONITORING, CONSTRUCTION AND CLOSE-OUT (TURNKEY) OF QHOO ROAD AND STORMWATER

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	**GTLM/INFR05/2026/2027**	CLOSING DATE:	**10 NOVEMBER 2026**	CLOSING TIME:	**12H00**
DESCRIPTION	**PLANNINING, DESIGN, CONSTRUCTION MONITORING, CONSTRUCTION AND CLOSE-OUT (TURNKEY) OF QHOO ROAD AND STORMWATER**				
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*

GREATER TAUNG LOCAL MUNICIPALITY
STATION STREET
8580

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]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
[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]				

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	SUPPLY CHAIN	CONTACT PERSON	Mr T Setlhapelo
CONTACT PERSON	Thabiso Sebe	TELEPHONE NUMBER	053 994 9400
TELEPHONE NUMBER	053 994 9400	FACSIMILE NUMBER	053 994 3917
FACSIMILE NUMBER		E-MAIL ADDRESS	setlhapelot@gtlm.gov.za
E-MAIL ADDRESS	sebet@gtlm.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
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.
2.	**TAX COMPLIANCE REQUIREMENTS**
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.
3.	**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
	IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……...

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of Bidder……	Bid Number: GTLM/INFR05/2026/2027
Closing Time: 12:00	Closing Date: 10 NOVEMBER 2026

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: …….

  …….

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) …….
- Completion Period …….

  *Delivery: Firm/Not firm

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

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

PREVIOUS WORK EXPERIENCE OF A SIMILAR NATURE

List main work experience of a **similar nature to this Bid** successfully executed and completed (or on-going) in the last five (5) years. Please attached appointments letters or orders for all listed.

No	Institution / client / employer	Project description	Date started	Date completed (indicate projected completion if on-going)	Project value in Rand	Name and contact details of contact person / reference at institution
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Representatives of the GREATER TAUNG LOCAL MUNICIPALITY are hereby authorized to contact the above contact persons / references of the various institutions to verify the correctness of the information as supplied.

……. Signature	…….. Date
……. Position	…… Name of Bidder

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1) **Quoter No.**
(C2) **Quote Description:**
(C3) **Designated product(s):**
(C4) **Tender Authority:**
(C5) **Tendering Entity name:**
(C6) **Tender Exchange Rate:** Pula [ ] EU [ ] GBP [ ]
(C7) **Specified local content % : Cement 100%**

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

(C20) Total tender value R 0

(C21) Total Exempt imported content R 0

(C22) Total Tender value net of exempt imported content R 0

(C23) Total Imported content R 0

(C24) Total local content R 0

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Quote No.	
(D2)	Quote Description:	
(D3)	Designated Products:	
(D4)	Tender Authority:	
(D5)	Tendering Entity name:	
(D6)	Tender Exchange Rate:	EU / GBP

Note: VAT to be excluded from all calculations

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content: Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Summary: Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content: Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Summary: Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer R 0

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content: Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Summary: Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party R 0

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments: Foreign currency value paid	Tender Rate of Exchange	Summary of payments: Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

Date:

This total must correspond with Annex C - C 23

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Quote No.	**Note:** VAT to be excluded from all calculations
(E2)	Quote Description:	
(E3)	Designated products:	
(E4)	Quoter Authority:	
(E5)	Tendering Entity name:	

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		R 0

(E10)	Manpower costs	(Tenderer's manpower cost)	R 0
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R 0
		(E13) Total local content	R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

TENDER OFFER

APPOINTMENT: PLANNINING, DESIGN, CONSTRUCTION MONITORING, CONSTRUCTION AND CLOSE-OUT (TURNKEY) OF QHOO ROAD AND STORMWATER

Bid No: GTLM/INFR05/2026/2027
Closing Date: 10 NOVEMBER 2026

1. **The following legal entity** :(cross out block which is not applicable)

Company with limited liability/ Close Corporation …….. And whose registration No is: …….. And Whose income tax Reference No is: …….	Natural Person or Partnership …… Whose identity Number(s) is/are …….. Whose Income Tax Reference Number is/are ……

Hereinafter refer red to as THE TENDERER

AND WHO IS (if applicable)

Trading under the name and style of ……

AND WHO IS

Represented herein by: Mr./Mrs./Ms.…….. Full name of representative in block letters And who is duly authorized to do so, in his/her capacity as (TITLE) …….	Note : A **Resolution/ Power of Attorney, signed by all directors/ member/Partners of the legal entity must complete in this tender, authorizing the representative to make this offer**

Hereby offer to the Greater Taung Municipality herein represented by the Municipal Manager to execute, complete and where specified maintain the above mentioned service in accordance with the specification, bill of quantities, conditions of tender and to the entire satisfaction of the Municipal Manager and subject to the conditions stipulated in the tender document for the amount indicated hereunder, and to provide all the labour, workmanship, plant, consumables and everything that is or may become necessary for the execution of the contract.

Total Tender Price **R …….. (including VAT)** Tender Price in Words …….. …….. (include VAT)

4. The tenderer acknowledges that it is fully acquainted with the contents of all the conditions of this tender contained in this document and it accepts the conditions in all respects

……..
Signature(s) of Tenderer(s)

THUS DONE AND SIGNED for and on behalf of Tenderer

At …….. on the ……. Day of ……. 20
Place Date Month year

In the presence of the subscribing witnesses

1. …… Name in block letters ……..
2. …….. Name in block letters ……..

MBD 4

DECLARATION OF INTEREST

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

3.1 Full Name: ……..

3.2 Identity Number: ……..

3.3 Company Registration Number: ……

3.4 Tax Reference Number: ……

3.5 VAT Registration Number: ……

3.6 Are you presently in the service of the state *YES / NO
* Delete if not applicable

3.6.1 If so, furnish particulars.

……..

……

3.7 Have you been in the service of the state for the past twelve months *YES / NO
* Delete if not applicable

3.7.1 If so, furnish particulars.

……

……

3.8 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this Bid? *YES / NO
* Delete if not applicable

3.8.1 If so, furnish particulars.

……

……

3.9 Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this Bid. *YES / NO
* Delete if not applicable

3.9.1 If so, furnish particulars

……

……

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

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

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or 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.

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

* Delete if not applicable

3.10.1 If so, furnish particulars.

……

……

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

* Delete if not applicable

3.11.1 If so, furnish particulars.

……

……

CERTIFICATION

I, THE UNDERSIGNED (NAME) ……

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

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

……	……..
Signature	Date
……	……
Position	Name of Bidder

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference point on specific goals

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY OR REFER TO THEY CENTRAL SUPPLIER DATABSE AS THE MUNICIPALITY WILL USE FULL REPORT SUBMITTED BY THE SERVICE PROVIDER TO ALLOCATE POINTS.

THE FOLLOWING CONDITIONS WILL STIPULATE THE SPECIFC GOALS AS CONTEMPLATED IN SECTION 2(1) (d) (ii) OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT

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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 not to exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or

b) 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) Specific Goals

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

	POINTS
PRICE	80
Specific Goals	20
Total points for Price and Specific goals must not exceed	**100**

1.5 Service Provider to submit full report for central supplier database to obtain points on specific goals.

2. DEFINITIONS

(a) **"CSD – Central Supplier Database**

(b) **"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;

(c) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(d) **"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 B-BBEE STATUS LEVEL OF CONTRIBUTOR

LEGISLATIVE REQUIREMENTS

2. (1) An organ of state must determine its preferential procurement policy and implement it within the following framework:

(a) A Preference point system must be followed;

(b) (i) for contracts with a Rand value above a prescribed amount a maximum of 10 points may be allocated for specific goals as contemplated in paragraph *(d)* provided that the lowest acceptable tender scores 90 points for price;

(ii) for contracts with a Rand value equal to or below a prescribed amount a maximum of 20 points may be allocated for specific goals as contemplated in paragraph *(d)* provided that the lowest acceptable tender scores 80 points for price;

(c) any other acceptable tenders which are higher in price must score fewer points, on a pro-rata basis, calculated on their tender prices in relation to the lowest acceptable tender, in accordance with a prescribed formula;

(d) the specific goals may include—
(i) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability; 5
(ii) implementing the programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

BACKGROUND
In terms of Government Gazette no 47452 dated 4 November 2022, The Minister of Finance has in terms of section 5, read with section 2(1) (b) (i) and (ii) and 2(1) (c), of preferential Policy Frame Act, 2000 (Act No. 5 of 2000) and with effect from 16 January 2023, made the regulations set out in the schedule.

PROVISIONS OF THE AMENDED REGULATION
1.1. 1 The following are the key aspect that scrapped in the new regulation on the preferential procurement 2022:
1.1.1.1 Scrapping of Black Economic Empowerment and
1.1.1.2 Local content production.
1.1.1.3 Subcontracting of 30% of contract above R30 Million
1.1.1.4 Definitions. Etc
1.1.2. The following are the new aspects that included in the SCM Policy
1.1.2.1. The Municipality, in the tender documents must, stipulate:
a. The applicable preference point system as envisaged in regulations 4,5,6 or 7;
b. The specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal,
1.1.2.2 If It unclear whether the 80/20 or 90/10 preference point system applies, the Municipality must, in the tender documents, stipulate in the case of_
a. an invitation for the tender for income-generating contract, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or
b. any other invitation for tender for income-generating contract, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or
Specific Goal: The Municipality in terms of preference point system is required to use the specific goal in terms of allocating the point which was not applicable in the previous policy. Specific goals refers to specific goals as contemplated in section 2 (1) (d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No:16085 dated 23 November 1994;

SPECIFIC GOALS
The table below depicts how some of the specific goals will be awarded to different tenders as amended in the SCM policy. The specific goals will not be fixed for all tenders. The scores may change in consideration of the type of tender to be advertised, however the goals will not change. The scores for non HDI's will also be determined during the tender stages. The municipality will determine the scores of the specific goals according to the complexity of the tender.

Historical Disadvantaged Individuals -HDI	**80/20 Preferential Point System**	**Means of Verification**
Race-people who are Black, Coloured or Indian Non HDI	8 4	CSD report and Certified Copy of Identification Documentation
Local Economic Development Non HDI	6 3	Company head office residence within Greater Taung Local Municipality Jurisdiction as per CSD and rates and taxes/tribal proof or residence (please attach full CSD registration report to validate your locality-unchanged/edited preferred address for the past 3 months)
Gender-Women Gender-Male	3 1	CSD report and certified Copy of Identification Documentation
Youth Non HDI	2 1	CSD report and certified Copy of Identification Documentation
Disability Non HDI	1 0	Certified copy of Doctor's certificate with medical practice number

4. BID DECLARATION

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

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

5.1 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.

6. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

6.1.1 If yes, indicate:

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

YES		NO	

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

vi)

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

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

7.1 Name of company/firm:…….

7.2 VAT registration number:……

7.3 Company registration number:…….

7.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……..

7.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated
……..……..

Registered Account Number ……

Stand Number ……

8.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS? ……

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;
(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  (a) disqualify the person from the bidding process;
  (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  (d) restrict the supplier or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  (e) forward the matter for criminal prosecution

WITNESSES:

1. ……

……..

2. ……

……..

SIGNATURE (S) OF BIDDER (

DATE:……

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, 2011 and 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, 2011 (Regulation 9) makes provision for the promotion of local production and content.

1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

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 the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required 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 at no cost.

1.6. A bid may be disqualified if –

(a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

(b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;

2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);

2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **"duly sign"**means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).

2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. 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:

Description of services, works or goods	Stipulated minimum threshold
_____	_____%
_____	_____%
_____	_____%

4. Does any portion of the services, works or goods offered have any imported content?
(***Tick applicable box***)

YES		NO	

4.1 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 the 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.**

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

YES		NO	

5.1. If yes, provide the following particulars:
(a) Full name of auditor:……
(b) Practice number: ……..
(c) Telephone and cell number:……
(d) Email address: ……..

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

6. 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 Accounting Officer / Accounting Authority provide directives in this regard.

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

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

IN RESPECT OF BID NO. .....

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....
NB
1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on 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.thedti.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

(ii) the declaration templates have been audited and certified to be correct.

(c)The local content percentages (%) 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 / Municipality /Municipal Entity 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 / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

MBD 8

DECLARATION OF SUPPLIER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited
2. This serves as a declaration 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 supplier may be rejected if that bidder or any of its directors have:
   a. abused the municipality'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. Wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
   d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person 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 *audi alteram partem* rule was applied).** **The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
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)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
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 ☐	No ☐
4.3.1	If so, furnish particulars:		
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 ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……..……..……
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE 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 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).* Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

2 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.

3 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.

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

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

CERTIFICATE OF BID DETERMINATION

I, the undersigned, in submitting the accompanying Bid:
GTLM/INFR05/2026/2027: PLANNINING, DESIGN, CONSTRUCTION MONITORING, CONSTRUCTION AND CLOSE-OUT (TURNKEY) OF QHOO ROAD AND STORMWATER

in response to the invitation for the Bid made by:

GREATER TAUNG LOCAL MUNICIPALITY

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

I certify, on behalf of:_____that:
(Name of Bidder)

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

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

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

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
(a) has been requested to submit a bid in response to this bid invitation;
(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium* will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
(a) prices;
(b) geographical area where product or service will be rendered (market allocation)
(c) methods, factors or formulas used to calculate prices;
(d) the intention or decision to submit or not to submit, a bid;
(e) the submission of a bid which does not meet the specifications and conditions of the bid; or
(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

*** 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.**

SECTION 3

THE NATIONAL TREASURY
Republic of South Africa

GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010

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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 quotations.

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 goods are so delivered and a valid receipt is obtained.

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

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 supplier, and includes collusive practice among Suppliers (prior to or after Quotation submission) designed to establish Quotation prices at artificial non-competitive levels and to deprive the supplier 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 goods covered by the Quotation 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 obligations of the supplier covered under the contract.

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

1.26 “Tort” means in breach of contract.

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

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

2. Application

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

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

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

3. General

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

3.2 Invitations to Quotation are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful supplier 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.

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract,

or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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.

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 Quotation, with the exception of any price adjustments authorized or in the purchaser's request for Quotation validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within

the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

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

(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. Antidumping and countervailing duties and rights

24.1 When, after the date of Quotation, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a Quotation 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 Quotation 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 supplier whose tax matters are not in order. Prior to the award of a Quotation SARS must have certified that the tax matters of the preferred supplier are in order.

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 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 supplier(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a supplier(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 0f 1998.

35.3 If a supplier(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 Quotation(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the supplier(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the supplier(s) or contractor(s) concerned.

SECTION 4

Note: to be signed by the successful bidder

CONTRUCTUAL FORMS

PLANNINING, DESIGN, CONSTRUCTION MONITORING, CONSTRUCTION AND CLOSE-OUT (TURNKEY) OF QHOO ROAD AND STORMWATER

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)…….……. in accordance with the requirements and specifications stipulated in bid number…….…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1 ……

2. ……

DATE:……

MBD 7.1

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

7. I hereby undertake to render services described in the attached bidding documents to (name of the institution)…… in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

8. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (iv) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of Bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (v) General Conditions of Contract; and
   (vi) Other (specify)

9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

12. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) …….

CAPACITY …….

SIGNATURE …….

NAME OF FIRM …….

DATE …….

WITNESSES

1 …….

2 …….

DATE:……..

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I……in my capacity as……..……accept your bid under reference number ……dated……for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT …… ON ……..

NAME (PRINT) …….

SIGNATURE …….

OFFICIAL STAMP

WITNESSES

1 ……

2 ……

DATE:……..

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

4. I…… in my capacity as……..….. accept your bid under reference number ……dated……for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

5. An official order indicating delivery instructions is forthcoming.

6. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE …….

OFFICIAL STAMP

WITNESSES

1. …….

2. …….

DATE …….

SECTION 5

MUNICIPAL RATES AND TAXES

PLANNINING, DESIGN, CONSTRUCTION MONITORING, CONSTRUCTION AND CLOSE-OUT (TURNKEY) OF QHOO ROAD AND STORMWATER

MUNICIPAL RATES AND SERVICES

Names of Directors/Partners/Senior Managers	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

NB: Please attach copy/copies of Municipal Account(s)

DECLARATION

I, THE UNDERSIGNED

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

....
Signature Date

....
Position Name of Bidder

BID CHECKLIST

PLANNINING, DESIGN, CONSTRUCTION MONITORING, CONSTRUCTION AND CLOSE-OUT (TURNKEY) OF QHOO ROAD AND STORMWATER

1.1 BID CHECKLIST

Suppliers are to use this checklist to ensure that the Quotation documentation is complete for administrative compliance. The supplier is to indicate that the documentation is complete and included in the Quotation document by completing the table below.

Tick to indicate that the information is included

Item	Description	Yes	No	n/a
1.	Is your business registered as accredited prospective supplier with the GREATER TAUNG LOCAL MUNICIPALITY?	☐	☐	☐
2.	Is the Quotation document administration fee paid and a copy of the receipt attached to the Quotation document?	☐	☐	☐
3.	Did you read and understand all pages of the Quotation document?	☐	☐	☐
4.	Did you complete the Quotation documents in black ink?	☐	☐	☐
5.	Did you provide a certified copy of your company registration and VAT registration certificates?	☐	☐	☐
6.	Did you provide a certified copy of your identity document in case of sole proprietorship?	☐	☐	☐
7.	Did you provide registration certificate pertaining to the relevant industry e.g. (Electrical Contractors Board), if applicable?	☐	☐	☐
8.	Did you provide a covering letter?	☐	☐	☐
9.	Did you provide an original/copy and valid tax clearance certificate?	☐	☐	☐
10.	Did you complete and sign the Quotation Declaration Form?	☐	☐	☐
11.	Where applicable, is the resolution taken the Board of Directors/Members/Partners completed and signed? Remember it should be on the letterhead of the company.	☐	☐	☐
12.	Where applicable, is the resolution taken the Board of Directors of a Consortium or Joint Venture completed and signed?	☐	☐	☐
13.	Is invitation to Quotation completed and signed?(MBD 1)	☐	☐	☐
14.	Is the Declaration of Interest completed and signed? (MBD 4)	☐	☐	☐
15.	Is the Declaration of Supplier's Past Supply Management Practices completed and signed? (MBD 8)	☐	☐	☐
16.	Is the Certificate of Independent Quotation Determination completed and signed? (MBD 9)	☐	☐	☐
17.	Did you complete and sign the Previous Work Experience of a Similar Nature section?	☐	☐	☐
18.	Is the Preference Points Claim Form in Terms of the Preferential Procurement Regulation 2011 completed and signed? (MBD 6.1)	☐	☐	☐
19.	Did you provide an original and valid B-BBEE status level verification certificate or a certified copy thereof or, if you qualify as an EME, did you provide a verification certificate? (MBD 6.1)	☐	☐	☐
20.	Is the Declaration Certificate for Local Production and Content for Designated Sector completed and signed? (MBD 6.2)			
21.	Does the product/service offered conform to the Quotation Specifications?	☐	☐	☐
22.	Is Pricing Schedule completed?(MBD 3.1)	☐	☐	☐
23.	Is the list of past working experience attached (with references)	☐	☐	☐
24.	Is your quotation attached and signed?	☐	☐	☐

Signature of bidder **Date**