



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

TENDER NUMBER:

GPM 18 2023/24

TENDER DESCRIPTION:	TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR ISSUING OF ENERGY PERFORMANCE CERTIFICATES (EPSC) FOR CITY OF TSHWANE MUNICIPAL BUILDINGS AS AND WHEN REQUIRED FOR A THREE-YEAR PERIOD
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NAME OF BIDDER:

CSD NUMBER:

VENDOR NUMBER (WHERE APPLICABLE)

Prepared by:
City of Tshwane Metropolitan Municipality
Tshwane House
320 Madiba Street
Pretoria CBD
0002
Tel: 012 358 9999

BID CLOSING DATE

27 February 2024

Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals”



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

DEPARTMENT: GROUP PROPERTY MANAGEMENT

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	Compulsory briefing session	Closing date
GPM 16 2023/24	TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR ISSUING OF ENERGY PERFORMANCE CERTIFICATES (EPSC) FOR CITY OF TSHWANE MUNICIPAL BUILDINGS AS AND WHEN REQUIRED FOR A THREE-YEAR PERIOD	GROUP PROPERTY MANAGEMENT	Technical enquiries: Gernot Reiff (gernotr@tshwane.gov.za or 012 358 2035)	N/A	27 February 2024 at 10:00

THE DOCUMENT IS DOWNLOADABLE ON THE TSHWANE WEBSITE (www.tshwane.gov.za) and on the E-tender portal (www.etenders.gov.za).

Each tender shall be enclosed in a sealed envelope that bears the correct identification details and shall be placed in the tender box located at:

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals”

**Tshwane House
320 Madiba Street
Pretoria CBD
0002**

Documents must be deposited in the bid box not later than 10:00 on 27 February 2024

Bidders must contact the following officials for any enquiries:

- Technical enquiries: Gernot Reiff (gernotr@tshwane.gov.za or 012 358 2035)
- Supply chain enquiries: Relebogile Malatswane (012 358 2735 or RelebogileM@tshwane.gov.za)

Bids will remain valid for a period of 90 days after the closing date.

Bids received after the closing date and time will not be considered. The City of Tshwane does not bind itself to accept the lowest or any other bid in whole or in part.

INDEX

Number	Details	Document	Page
1.	Very important notice on disqualifications		
2.	Certificate of authority for signatory		
3.	Scope of work		
4.	Pricing schedule		
5.	Invitation to bid	MBD 1	
6.	Pricing schedule: Firm prices (purchases)	MBD 3.1	
7.	Pricing schedule: Non-firm prices (purchases)	MBD 3.2	
8.	Declaration of interest	MBD 4	
9.	Preference points claim form in terms of the preferential procurement regulations 2022	MBD 6.1	
10.	Contract form: Purchase of goods or works	MBD 7.1	
11.	Declaration of past supply chain management practice	MBD 8	
12.	Certificate of independent bid determination	MBD 9	
13.	General conditions of contract		
14.	Service-level agreement		
LIST OF RETURNABLE DOCUMENTS THAT SHOULD FORM PART OF BID DOCUMENT			
15.	Company registration certificate		
16.	Rates and taxes or lease agreement		
17.	Unique PIN		
18.	CSD summary report		

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in *Government Gazette 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 if a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil or Tippex corrections were made, or any other colour ink. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. 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.
6. 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;
 - i. 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
 - ii. who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.
10. Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.
11. All MBD documents fully completed (i.e. no blank spaces) and fully signed? By the authorized personnel.
12. False or incorrect declarations on any of the MBD documents will result in the rejection of the bidder.

- 13 It is the responsibility of the bidder to disclose in MBD4 any interest in any other related companies or business whether they are bidding for this contract. Failure to disclose this interest will result in the rejection of the bid.
- 14 Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture)
- i. Where the bidder bid as a Joint Ventures (JV), the required or relevant documents under administrative requirements must be provided/submitted for all JV parties. (These include MBD4, MBD5, MBD8, MBD 9, CSD and/ or SARS pin, Confirmation that the bidder's municipal rates and taxes are up to date.)
 - ii. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.
 - iii. It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from City of Tshwane.
 - iv. JV agreement must be complete, relevant and signed by all parties.

Failure to comply with the above will lead to immediate disqualification.

Bidder

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable):

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

A. COMPANY

If the bidder is a company, a certified copy of the resolution of the board of directors that is personally signed by the chairperson of the board, authorising the person who signs this bid to do so and 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
authorised to sign all documents in connection with
Bid Number

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER 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 authorise to sign this bid as well as 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 undersigned,, hereby confirm that I am the sole owner of the business trading as

.....
Signature	Date

D. CLOSE CORPORATION

In 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 with a resolution by its members, authorising 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.

An example is shown below:

By resolution of the members at the meeting on 20..... at
....., Mr/Ms, whose
signature appears below, has been duly authorised to sign all documents in
connection with Bid Number

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

 2.

E. 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 authorise Mr/Ms , authorised signatory of the company..... , acting in the capacity of the 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:

SPECIFICATION OR TERMS OF REFERENCE

(GROUP PROPERTY DEPARTMENT)

**TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR ISSUING OF
ENERGY PERFORMANCE CERTIFICATES (EPCs) FOR CITY OF TSHWANE
OWNED MUNICIPAL BUILDINGS AS AND WHEN REQUIRED FOR A THREE-
YEAR PERIOD**

BID NUMBER: GPM 18 2023.24

1. INTRODUCTION AND PURPOSE

The purpose of this RFP is to appoint a service provider for the issuing of Energy Performance Certificates (EPCs) for City of Tshwane Municipal buildings in line with Regulations for the Mandatory Display and Submission of Energy Performance Certificates for Buildings, gazette on 8 December 2020, amended on 25 November 2022, and amended in August 2023 which require that all relevant buildings have an Energy Performance Certificate displayed by 7 December 2025.

2. BACKGROUND

Regulations for the Mandatory Display and Submission of Energy Performance Certificates for Buildings, gazetted on 8 December 2020, amended on 25 November 2022, and amended in August 2023 require that all qualifying buildings have an Energy Performance Certificate displayed by 7 December 2025. An Energy Performance Certificate means a certificate issued by an accredited body prior to 31 July 2024, and thereafter by a registered professional in respect of a building in accordance with South African National Standard SANS 1544:2014 Energy Performance Certificates for buildings, published by the South African Bureau of Standards in terms of the Standards Act, 2008 (Act No. 8 of 2008) that indicates the energy performance of that building.

The issuing of the Energy Performance Certificates for buildings requires accurate and reliable building energy consumption and activity data that will also be included in the National Building Energy Performance Register (NBEPR) developed and maintained by the South African National Energy Development Institute, (SANEDI). The energy performance of a building is measured in terms of kilowatt-hours per square meter, per annum (kWh/m²/pa) of net floor area in accordance with SANS 1544:2014 for energy performance of buildings.

The regulations apply to non-residential buildings with a net floor area of at least 1 000 m² for government owned buildings, operated or occupied by an organ of the state or at least 2 000 m² for private owned and occupied buildings, and which have not been subject to a major renovation within the past two years of operation. These buildings must have a dominant occupancy classification in terms of Regulation A20 of the National Building Regulations as A1, A2, A3, or G1.

The building energy performance is graded from A to G, with A being the most energy efficient and G the least efficient. However, buildings are expected to achieve at least a higher level of energy performance when an EPC is reviewed and issued after the first five (5) year validity period.

The City of Tshwane is therefore seeking to appoint a SANAS accredited Inspection Body (IB) for its buildings' energy performance assessments and issuing of EPCs and

registering the building(s) on the NBEPR. The appointed SANAS accredited IB will be required to complete energy performance certificate assessment(s) and issue EPCs according to SANS 1544 for all relevant buildings owned by the City of Tshwane.

The SANAS accredited IB is in addition to issuing EPCs and registering the relevant buildings on the NBEPR also expected to complete and submit the following reports to the City of Tshwane: Inception Report, an Assessment Report that captures the methodology, assumptions, and calculations used for each EPC, and a Close Out report.

It must be noted that the regulations may change over time, whereby an Energy Performance Certificate can also be issued by a Registered Professional registered with the South African National Energy Development Institute. It is anticipated that the aforementioned may take effect in July 2024. It is therefore the responsibility of the successful service provider to ensure that it complies with relevant prevalent legislation and provide proof to the City of Tshwane that its respective registration is valid and in order.

Required Building Classifications

The regulations require that the EPC and related data be submitted to SANEDI should be mainly from the four building classes indicated in the table below, and the SANAS-accredited Inspection Body and/or SANEDI Registered Professional must sign and issue the EPC on behalf of the building owner in line with the SANS 1544:2014.

Building Occupancy Class	Occupancy	Description
A1	Entertainment and public assembly	Occupancy where persons gather to eat, drink, dance or participate in other recreation.
A2	Theatrical and indoor sport	Occupancy where persons gather for the viewing of theatrical, operatic, orchestral, choral, cinematographic or sport performances.
A3	Places of instruction	Occupancy where school children, students or other persons assemble for the purpose of tuition or learning.
G1	Offices	Occupancy comprising offices, banks, consulting rooms and other similar usage.

Note: Should the regulations change over time to include other building occupancy classes or should the City of Tshwane require other building typologies to be issued with an EPC this will be included in this tender.

The City of Tshwane will provide the following list of data for each building as far as possible:

- Building Name

- Building Plans, where available
- Physical Address
- Owner of the building
- Occupancy class or classes
- Copy of latest approved building plans, where available
- Copy of sub metered energy readings for the selected 12-month period, if available
- Copy of electricity bills for the selected 12-month period
- Cadastral Information – erf number
- Where available, the following information will be provided: area schedule, year of construction, occupancy certificate, year of last major renovation.

It should be assumed by the IB/Registered Professional that there is no readily available building data from the City of Tshwane and this data will need to be determined by visiting each building site for:

- Estimated Net Floor Area – where a mixed-use building, the net floor area for each use type
- Estimated Gross Floor Area
- Number of Floors

In addition, it should be assumed that there is no readily available energy and activity data and the following energy data will need to be gathered during the energy performance assessment(s):

- Electricity consumption in kWh for a mutually agreed upon 12-month period.
- Consumption of liquid or gas fuels in kWh for a mutually agreed upon 12-month period.
- Where relevant, the onsite energy production, use and export from any installed photovoltaic system(s) in kWh.
- Calibration certificates for all meters in metered buildings
- Electricity bills for all buildings without smart meters

The City of Tshwane will provide a list of the buildings including their location that are to be issued with an EPC.

It must be noted that there may be changes to the list of buildings identified during this contract as this list may not be exhaustive and buildings can be added or removed.

3. PROJECT SCOPE

The scope of works required is:

- 3.1 Inception Report**, with completed work plan activities with agreed milestones and due dates, including detailed project approach and methodology. The Inception Report is to be submitted to the Project Manager within two weeks of the Inception Meeting and is to include the following, but not limited to:

- Determination of data requirements for the issuing of Energy Performance Certificates for government buildings, in line with the promulgated regulations and SANS 1544:2014 and building classifications.
- Develop and provide data collection questionnaires and protocols that will be used to collect data for the issuing of EPCs
- Verification and quality assurance of data collected.
- The most representative calendar year identified for energy consumption data collection, considering the impact of the Covid-19 Pandemic and related restrictions.

3.2 Provide an **Energy Performance Certificate (EPC) for each building** that is in accordance with the South African National Standard SANS 1544: 2014 *Energy performance certificates for buildings* and the Regulations for the Mandatory Display and Submission of Energy Performance Certificates for Buildings.

- The SANAS accredited IB/SANEDI Registered Professional will be required to obtain registration numbers of the qualifying buildings from South African National Energy Development Institute (SANEDI) to correctly align with each of the EPC numbers to be issued.
- For each building, the EPC must be provided as a digital version in PDF format, in the EPC template prescribed by the regulation.
- Where any EPC is not accepted by SANEDI, the service provider will be required to update that report until it is compliant and accepted by SANEDI.
- Where a building plan is not available, the SANAS accredited IB/SANEDI Registered Professional will be required to do an on-site area calculation.
- Draft and final versions of each EPC will be reviewed by the City of Tshwane's Project Manager prior to acceptance of completion.
- Registering the final issued EPC on the National Building Energy Performance Register

3.3 Provide an **Assessment Report** that captures the methodology, assumptions, verification, and quality assurance of data collected, and calculations used to complete all EPCs.

- Each batch of up to 10 completed EPCs is to be accompanied by a draft assessment report, within a week of their completion.
- The Assessment Report must be provided as a digital version in MS Word and PDF.
- Draft and final versions of the Assessment Report will be reviewed by the City of Tshwane's Project Manager prior to acceptance of completion.

3.4 Provide a detailed **Recommendation Report** that captures retrofit options/plans to improve on the energy efficiency per building which has been issued with an Energy Performance Certificate – as and when required.

3.5 Provide a **Close-out Report** capturing an overview of the work completed including the lessons learnt and recommendations for future EPC processes.

- The close-out report must be provided as a digital version in PDF.

- Draft and final versions of the close-out report will be reviewed by the City of Tshwane's Project Manager prior to acceptance of completion.

3.6 Meetings

It is expected that the appointed SANAS accredited IB/SANEDI Registered Professional will prepare for and attend the following meetings/workshop:

- 1 x inception meeting within a week of signing the contract.
- Building site visits, to the list of buildings provided by the City of Tshwane as and when required.
- Monthly progress meetings/workshops.
- 2 x training workshops with the City of Tshwane's facility managers and officials.
- Present at up to two interdepartmental meetings/workshops, as and when requested by the City of Tshwane.
- 1 x Close-out meeting/workshop within the final week of the contract.

ADDITIONAL INFORMATION

A) The following additional information is provided:

- It is anticipated that the appointed SANAS accredited IB/SANEDI Registered Professional will be required to visit buildings for primary data collection and verification of any data provided (as per the template to be provided by SANEDI).
- It has been determined that due to the impact of the Covid-19 Pandemic and related restrictions, the most representative 12-month period for energy consumption data will be mutually agreed to.
- The list of buildings provided by City of Tshwane is subject to change if new information arises during this contract.

B) Notes on data collection and verification:

- To complete the EPCs, the SANAS accredited IB/SANEDI Registered Professional will be required to calculate the energy used outside of the net floor area, as the buildings may not be sub-metered, to separate these areas out from the reported energy consumption.
- All photovoltaic systems and any other alternate energy source (e.g., generator power, heat pumps, etc.), if any, are required to have an on-site check to verify meter data

C) Notes on timeframe:

- It is required that all EPCs must be completed and displayed by 7 December 2025 to ensure compliance with the EPC regulations.
- For this to be achieved, all EPCs are to be completed by 30 November 2025, with the final Assessment Report and Close Out report only required after this date.

- Where there may be an opportunity to extend this timeframe, for example if any changes are made by the Minister of the Department of Mineral Resources and Energy (DMRE), this will be discussed and agreed to by both the City of Tshwane and the service provider.
- The duration of the project will be 36 months from the date of signing the Service Level Agreement with the successful SANAS accredited IB/SANEDI Registered Professional.

Note:

COT hereby reserves the right to:

- Appoint a single and/or multiple service provider/s in whole or in part for the provision of services for this tender subject to budget availability.
- Appoint this tender in whole or in part as it deems appropriate to provide adequate provision of services which may also include the award of this tender on a regional basis and/or rotational basis as and/or as and when required.
- Appoint an alternate service provider should the recommended service provider/s not be able to provide the required services and/or accept the appointment of the tender and/or terminate its services/appointment before expiry of the awarded tender; and
- Cancel or withdraw this tender in whole or in part.
- This tender is subject to budget availability on as and when required basis
- Payment will be based on the achievement of the deliverables and in line with the approved payment schedule. The City of Tshwane will not make an upfront payment to a successful Service Provider.
- Payment will only be made within 30 days in accordance with the delivery of services that will be agreed upon by both parties and upon receipt of an original invoice.

4. STAGES OF EVALUATION

The following bid will be evaluated under the following four (4) stages.

STAGE 1: ADMINISTRATIVE COMPLIANCE

STAGE 2: MANDATORY REQUIREMENTS

STAGE 3: FUNCTIONALITY CRITERIA

STAGE 4: PREFERENTIAL PROCUREMENT POINT SYSTEM

4.1 STAGE 1: ADMINISTRATIVE COMPLIANCE

All the proposals will also be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
<p>a) To enable The City to verify the bidder's tax compliance status, the bidder must provide;</p> <ul style="list-style-type: none"> • A copy of their Tax Clearance Certificate (TCS); or • Indicate their tax compliance status PIN. 		<p>TCS must be in the same business name as the bidding company.</p> <p>TCS must be valid.</p> <p>Tax status must be compliant before the award.</p>
<p>b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;</p>		<p>CSD must be valid. Tax status must be compliant before the award.</p>
<p>c) Confirmation that the bidding company's rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area</p>		<p>Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?</p>
<p>d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners /</p>		<p>Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to</p>

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area		date (i.e. not in arrears for more than 90 days?
<p>e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.</p> <p>NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u></p>		<p>All documents fully completed (i.e. no blank spaces)? All documents fully signed? Signature authorized (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required? Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other color ink, or non-submission of the above, will be considered)?</p>
<p>f) Financial Statements for the most recent three (3) years or financial statements from date of existence for companies less than three years old. NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</p>	<p>NOT APPLICABLE. Tender value below R10m</p>	<p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <p>Are Audited financial statements provided (Audited financials must be signed by auditor)? Or proof that the bidder is not required by law to</p>

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
<p>If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.</p>		<p>prepare audited financial statements.</p>
<p>g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.</p> <p>NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.</p>		<p>If applicable. JV agreement provided? JV agreement complete and relevant?</p> <p>Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.</p>
<p>h) Bidder attended a compulsory briefing session where applicable</p>		<p>A compulsory briefing register must be signed by the bidder.</p> <p>Bidders will be disqualified should they fail to attend compulsory briefing session</p>
<p>i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.</p>		<p>Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified.</p>

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
		<p>Bidder will be disqualified should they make corrections on the price schedule without attaching a signature thereto.</p> <p>Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.</p>

4.2 STAGE 2: MANDATORY COMPLIANCE

- The Bid is only for SANAS accredited Inspection Bodies and/or SANEDI Registered Professionals and only Bidders that have submitted proof of SANAS/SANEDI accreditation certificates as part of their proposals will be considered. The Accreditation Certificate (issued by SANAS/SANEDI to certify the bidder as a SANAS-accredited Inspection Body/SANEDI-Registered Professional) must be attached to the tender document.
- Team Leader: must have at least a bachelor's degree in engineering, environmental, energy studies or related field
- Team Members: minimum 3 team members AND at least one team member must have at least a bachelor's degree in engineering or environmental or energy
- Proof of projects/Experience related to the scope of works: Bidders must provide a minimum of 1x Appointment Letter as proof of project/tender, 1x completion certificate and 1x signed reference letter on the letterhead of the company.

Certified as Accredited Body/Registered Professional

The service provider must be an Accredited Inspection Body for Energy Performance Certificates for Buildings as accredited by the South African National Accreditation System (SANAS) and/or a Registered Professional registered with SANEDI, as is required by the Regulations for The Mandatory Display And Submission of Energy Performance Certificates for Buildings and in accordance with *SANS 1544: 2014 Energy Certificates for Buildings*. The Accreditation Certificate must be attached to the tender document. The schedule below must be completed to be considered.

Company Name	Name of Accreditation Body	Accreditation Number	Date of Issue	Date of Expiry

4.3 STAGE 3: FUNCTIONALITY CRITERIA

Service Providers must submit the necessary documents to be evaluated for functionality as per the Bid Evaluation Criteria.

Bids that do not achieve a minimum score for functionality will not be evaluated further. The minimum qualifying score for functionality is **70** out of a maximum of **100**.

Where the entity tendering is a Joint Venture, the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture.

Service providers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the service provider not being able to achieve the specified minimum scoring.

BID EVALUATION CRITERIA	Sub-criteria	SCALE	WEIGHT	TOTAL POINTS
Project Methodology and Work Program/Schedule A written report must be provided wherein bidders are to indicate the approach (methodology and technical approach) detailing the execution of the project which is consistent with the work program/schedule by 7 December 2025. The methodology must refer to the scope of works. The following must be covered: <ul style="list-style-type: none"> Project approach 	Detailed technical approach and implementation schedule is provided that is aligned to the scope of work and highlighting the risk/s of the project and details minimum 3x mitigation actions per pre-identified risk.	5	5	25
	Detailed technical approach and implementation schedule is provided that is aligned to the scope of work.	4		

<ul style="list-style-type: none"> Comprehensive Project Implementation Schedule detailing how project will be completed by 7 December 2025 Project risk assessment detailing minimum 3 x mitigating actions to the following key project risks: <ul style="list-style-type: none"> Unavailability of building plans Unavailability of energy consumption data Delays in completion (Time constraints) Capacity constraints 	Generic technical approach and project implementation schedule is provided.	3		
Company experience The bidder must provide a clearly detailed company profile stipulating the number of years rendering (similar) services. Similar services include energy performance assessments, energy audits, energy management or measurement and verification of energy savings.	<ul style="list-style-type: none"> - Five (5) years and above - Experience of 3 years and less than 5 years - Experience of 2 years and less than 3 years - Experience of 1 year and less than 2 years - Experience less than 1 year 	5 4 3 2 0	4	20
Proof of projects/Experience related to the scope of work The bidder must provide the Energy Performance Certificate(s) which it has issued as proof of issuing respective EPCs. A table to be provided that indicates the number, description, value and client of Energy Performance Certificate projects of a similar scope completed by the company within the last 15 years. SCHEDULE TO BE COMPLETED	<ul style="list-style-type: none"> - 31 or more Energy Performance Certificates - 21 to 30 Energy Performance Certificates - 11 to 20 Energy Performance Certificates - 1 to 10 Energy Performance Certificates 	5 4 3 2	3	15
EXPERIENCE OF PROFESSIONALS				

Team Leader: The Team Leader should have at least a bachelor's degree in engineering, environmental, energy studies or related field and provide proof of energy performance assessment, energy audits, energy management or measurement and verification of energy savings. NB: A CV should be attached listing the projects that have been completed per institution. Certified copies of the team leader's qualifications must be attached. SCHEDULE TO BE COMPLETED	10 years and above	5	4	20
	Experience of 5 years and less than 10 years	4		
	Experience of 3 years and less than 5 years	3		
	Experience of 1 year and less than 3 years	2		
	Experience less than 1 years	0		
Team Members Inspectors/Energy performance Assessors The Team Members (a minimum of three (3) members) where at least one team member has a bachelor's degree in engineering, environmental, energy studies or related field and provide proof of energy performance assessment, energy audits, energy management or measurement and verification of energy savings. NB: A CV should be attached for each Team Member listing the projects that have been completed per institution. Certified copies of the team members' qualifications must be attached. SCHEDULE TO BE COMPLETED	10 years and above combined experience.	5	4	20
	Experience of 5 years and less than 10 years combined experience.	4		
	Experience of 3 years and less than 5 years combined experience.	3		
	Experience of 1 year and less than 3 years combined experience.	2		
	Experience less than 1 year combined experience.	0		
Total				100

INFORMATION TO BE PROVIDED WITH TENDER

Project methodology and Work Program/Schedule:

A written report must be provided wherein bidders are to indicate the approach (methodology and technical approach) detailing the execution of the project which is consistent with the work program/schedule by 7 December 2025. The methodology must refer to the scope of works.

The following must be covered:

- Project approach
- Comprehensive Project Implementation Schedule detailing how project will be completed by 7 December 2025
- Project risk assessment detailing minimum 3 x mitigating actions to the following key project risks:
 - Unavailability of building plans
 - Unavailability of energy consumption data
 - Delays in completion (Time constraints)
 - Capacity constraints

Experience of Professionals:

A CV is to be provided for each key project team member with a table indicating the number of years of relevant work experience in Building Energy Performance Certificates, Building Energy Audits and/or Building Energy Management & Verification Services, all relevant qualifications and training, and a sample project relevant to this experience and their role. It is possible for one person to perform more than one of the three key roles of technical manager, quality manager and inspector/energy performance assessor.

Name of Team Member	Role in Project Team	Qualification(s)	Relevant Training	Number of years of relevant experience

Past projects of the company:

A table of past projects by the company of a similar nature from within the last 15 years, such as Energy Performance Certificates, Energy Building Audits or Energy Measurement and Verification, including for each project the start and end date, the location, the name and contact details of the client, a short description of the work undertaken and the rand value of the project.

Name of Project	Project Duration (start and end date)	Value	Location	Client Details	Short Description

4.4 STAGE 4: PREFERENTIAL PROCUREMENT POINT SYSTEM

The preferential point system used will be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022

- 80 points for price
- 20 points for specific goals

Specific goals	80/20 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies <ul style="list-style-type: none"> • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant 	<ul style="list-style-type: none"> • 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points 	Valid Certified copy of BBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE certificate.
EME and/ or QSE	2 Points	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBEE certificate
At least 51% of Women-owned companies	2 Points	Certified copy of Identity Document/s <u>and</u> proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)

Specific goals	80/20 preference point system	Proof of specific goals to be submitted
At least 51% owned companies by People with disability	2 Points	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by Youth	2 Point	Certified copy of Identity Document/s <u>and</u> proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
Local Economic Participation <ul style="list-style-type: none"> • City of Tshwane • Gauteng • National 	4 Points 2 Points 1 Point	Municipal Account statement/Lease agreement.

5. PRICING SCHEDULE

PART 1: PRICING INSTRUCTIONS

5.1 Prices

- 5.1.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.1.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful service provider, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.1.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the service provider's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.1.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.1.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.1.6 The successful service provider is required to perform all tasks listed against each item. The service provider must therefore tender prices/rates on all items

as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word “included” or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Service Provider may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**

5.1.7 Provide fixed rates and prices for the duration of the contract.

5.1.8 Service provider is to price all items in order to be considered for this tender.

CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the Tenderer in the Price Schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

PART 2: PRICING SCHEDULE

The bidder must complete all items in the pricing schedule to be evaluated for each item – refer to Part 1 Pricing Instructions

Item No	Item Description	Estimated Quantity	Unit of measure	Price per unit (excl VAT)	Total Excluding VAT = Estimated quantity x Price per unit Excl VAT)
	Energy performance certificate for a building where				

Item No	Item Description	Estimated Quantity	Unit of measure	Price per unit (excl VAT)	Total Excluding VAT = Estimated quantity x Price per unit Excl VAT)
	the building plan and energy consumption data is available – Alternative A				
A0	Energy performance assessments and certification of buildings with an estimated gross floor area range of 0m ² – 999m ²	25	Per Item		
A1	Energy performance assessments and certification of buildings with an estimated gross floor area range of 1 000m ² – 1 500m ²	27	Per item		
A2	Energy performance assessments and certification of buildings with an estimated gross floor area range of 1 501 m ² – 2 000 m ²	36	Per item		
A3	Energy performance assessments and certification for a building with an estimated gross floor area range of 2 001 m ² – 2 500 m ²	32	Per item		

Item No	Item Description	Estimated Quantity	Unit of measure	Price per unit (excl VAT)	Total Excluding VAT = Estimated quantity x Price per unit Excl VAT)
A4	Energy performance assessments and certification for a building with an estimated gross floor area range of 2 501 m ² – 3 000 m ²	42	Per item		
A5	Energy performance assessments and certification for a building with an estimated gross floor area range of 3 001 m ² – 3 500 m ²	18	Per item		
A6	Energy performance assessments and certification for a building with an estimated gross floor area range of 3 501 m ² – 4 000 m ²	28	Per item		
A7	Energy performance assessments and certification for a building with an estimated gross floor area range of 4 001 m ² – 4 500 m ²	34	Per item		
A8	Energy performance assessments and certification for a building with an	21	Per item		

Item No	Item Description	Estimated Quantity	Unit of measure	Price per unit (excl VAT)	Total Excluding VAT = Estimated quantity x Price per unit Excl VAT)
	estimated gross floor area range of 4 501 m ² – 5 000 m ²				
A9	Energy performance assessments and certification for a building with an estimated gross floor area range of 5 001 m ² – 10 000 m ²	6	Per item		
A10	Energy performance assessments and certification for a building with an estimated gross floor area range of 10 001 m ² – 20 000 m ²	2	Per item		
A11	Energy performance assessments and certification for a building with an estimated gross floor area range of 20 001 m ² – 50 000 m ²	1	Per item		
A12	Energy performance assessments and certification for a building with an estimated gross floor area range of 50 001 m ² – 100 000 m ²	1	Per item		

Item No	Item Description	Estimated Quantity	Unit of measure	Price per unit (excl VAT)	Total Excluding VAT = Estimated quantity x Price per unit Excl VAT)
A13	Energy performance assessments and certification of buildings with an estimated gross floor area range of 100 001 m ² ≤	1	Per item		
	Energy performance certificate for a building where the building plan is NOT available, but energy consumption data IS available – Alternative B				
B0	Energy performance assessments and certification of buildings with an estimated gross floor area range of 0m ² – 999m ²	29	Per Item		
B1	Energy performance assessments and certification of buildings with an estimated gross floor area range of 1 000m ² – 1 500m ²	30	Per item		
B2	Energy performance assessments and certification of buildings with an	20	Per item		

Item No	Item Description	Estimated Quantity	Unit of measure	Price per unit (excl VAT)	Total Excluding VAT = Estimated quantity x Price per unit Excl VAT)
	estimated gross floor area range of 1 501 m ² – 2 000 m ²				
B3	Energy performance assessments and certification for a building with an estimated gross floor area range of 2 001 m ² – 2 500 m ²	17	Per item		
B4	Energy performance assessments and certification for a building with an estimated gross floor area range of 2 501 m ² – 3 000 m ²	27	Per item		
B5	Energy performance assessments and certification for a building with an estimated gross floor area range of 3 001 m ² – 3 500 m ²	13	Per item		
B6	Energy performance assessments and certification for a building with an estimated gross floor area range of 3 501 m ² – 4 000 m ²	19	Per item		

Item No	Item Description	Estimated Quantity	Unit of measure	Price per unit (excl VAT)	Total Excluding VAT = Estimated quantity x Price per unit Excl VAT)
B7	Energy performance assessments and certification for a building with an estimated gross floor area range of 4 001 m ² – 4 500 m ²	24	Per item		
B8	Energy performance assessments and certification for a building with an estimated gross floor area range of 4 501 m ² – 5 000 m ²	16	Per item		
B9	Energy performance assessments and certification for a building with an estimated gross floor area range of 5 001 m ² – 10 000 m ²	10	Per item		
B10	Energy performance assessments and certification for a building with an estimated gross floor area range of 10 001 m ² – 20 000 m ²	7	Per item		
B11	Energy performance assessments and certification for a building with an	5	Per item		

Item No	Item Description	Estimated Quantity	Unit of measure	Price per unit (excl VAT)	Total Excluding VAT = Estimated quantity x Price per unit Excl VAT)
	estimated gross floor area range of 20 001 m ² – 50 000 m ²				
B12	Energy performance assessments and certification for a building with an estimated gross floor area range of 50 001 m ² – 100 000 m ²	4	Per item		
B13	Energy performance assessments and certification of buildings with an estimated gross floor area range of 100 001 m ² ≤	3	Per item		
	Energy performance certificate for a building where the building plan IS available, but energy consumption data is NOT available – Alternative C				
C0	Energy performance assessments and certification of buildings with an estimated gross	37	Per item		

Item No	Item Description	Estimated Quantity	Unit of measure	Price per unit (excl VAT)	Total Excluding VAT = Estimated quantity x Price per unit Excl VAT)
	floor area range of 0m ² – 999m ²				
C1	Energy performance assessments and certification of buildings with an estimated gross floor area range of 1 000m ² – 1 500m ²	31	Per item		
C2	Energy performance assessments and certification of buildings with an estimated gross floor area range of 1 501 m ² – 2 000 m ²	28	Per item		
C3	Energy performance assessments and certification for a building with an estimated gross floor area range of 2 001 m ² – 2 500 m ²	24	Per item		
C4	Energy performance assessments and certification for a building with an estimated gross floor area range of 2 501 m ² – 3 000 m ²	29	Per item		
C5	Energy performance	25	Per item		

Item No	Item Description	Estimated Quantity	Unit of measure	Price per unit (excl VAT)	Total Excluding VAT = Estimated quantity x Price per unit Excl VAT)
	assessments and certification for a building with an estimated gross floor area range of 3 001 m ² – 3 500 m ²				
C6	Energy performance assessments and certification for a building with an estimated gross floor area range of 3 501 m ² – 4 000 m ²	31	Per item		
C7	Energy performance assessments and certification for a building with an estimated gross floor area range of 4 001 m ² – 4 500 m ²	23	Per item		
C8	Energy performance assessments and certification for a building with an estimated gross floor area range of 4 501 m ² – 5 000 m ²	18	Per item		
C9	Energy performance assessments and certification for a building with an estimated gross floor area range	10	Per item		

Item No	Item Description	Estimated Quantity	Unit of measure	Price per unit (excl VAT)	Total Excluding VAT = Estimated quantity x Price per unit Excl VAT)
	of 5 001 m ² – 10 000 m ²				
C10	Energy performance assessments and certification for a building with an estimated gross floor area range of 10 001 m ² – 20 000 m ²	8	Per item		
C11	Energy performance assessments and certification for a building with an estimated gross floor area range of 20 001 m ² – 50 000 m ²	10	Per item		
C12	Energy performance assessments and certification for a building with an estimated gross floor area range of 50 001 m ² – 100 000 m ²	7	Per item		
C13	Energy performance assessments and certification of buildings with an estimated gross floor area range of 100 001 m ² ≤	6	Per item		
	Energy performance certificate for a				

Item No	Item Description	Estimated Quantity	Unit of measure	Price per unit (excl VAT)	Total Excluding VAT = Estimated quantity x Price per unit Excl VAT)
	building where the building plan is NOT available and energy consumption data is NOT available – Alternative D				
D0	Energy performance assessments and certification of buildings with an estimated gross floor area range of 0m ² – 999m ²	29	Per item		
D1	Energy performance assessments and certification of buildings with an estimated gross floor area range of 1 000m ² – 1 500m ²	25	Per item		
D2	Energy performance assessments and certification of buildings with an estimated gross floor area range of 1 501 m ² – 2 000 m ²	22	Per item		
D3	Energy performance assessments and certification for a building with an estimated gross	21	Per item		

Item No	Item Description	Estimated Quantity	Unit of measure	Price per unit (excl VAT)	Total Excluding VAT = Estimated quantity x Price per unit Excl VAT)
	floor area range of 2 001 m ² – 2 500 m ²				
D4	Energy performance assessments and certification for a building with an estimated gross floor area range of 2 501 m ² – 3 000 m ²	28	Per item		
D5	Energy performance assessments and certification for a building with an estimated gross floor area range of 3 001 m ² – 3 500 m ²	26	Per item		
D6	Energy performance assessments and certification for a building with an estimated gross floor area range of 3 501 m ² – 4 000 m ²	17	Per item		
D7	Energy performance assessments and certification for a building with an estimated gross floor area range of 4 001 m ² – 4 500 m ²	20	Per item		

Item No	Item Description	Estimated Quantity	Unit of measure	Price per unit (excl VAT)	Total Excluding VAT = Estimated quantity x Price per unit Excl VAT)
D8	Energy performance assessments and certification for a building with an estimated gross floor area range of 4 501 m ² – 5 000 m ²	26	Per item		
D9	Energy performance assessments and certification for a building with an estimated gross floor area range of 5 001 m ² – 10 000 m ²	15	Per item		
D10	Energy performance assessments and certification for a building with an estimated gross floor area range of 10 001 m ² – 20 000 m ²	13	Per item		
D11	Energy performance assessments and certification for a building with an estimated gross floor area range of 20 001 m ² – 50 000 m ²	9	Per item		
D12	Energy performance assessments and certification for a building with an	11	Per item		

Item No	Item Description	Estimated Quantity	Unit of measure	Price per unit (excl VAT)	Total Excluding VAT = Estimated quantity x Price per unit Excl VAT)
	estimated gross floor area range of 50 001 m ² – 100 000 m ²				
D13	Energy performance assessments and certification of buildings with an estimated gross floor area range of 100 001 m ² ≤	9	Per item		
	As-Built Drawings (where required and instructed by the City of Tshwane)				
	As-Built Drawings - Council approved		Rand/m ²		
	As-built drawings		Rand/m ²		
	Recommendation Report: Retrofit of respective building to improve energy efficiency		Rand/m ²		
	Sub-total				
	VAT (15%)				
	Grand Total (Incl. VAT)				

NOTES:

1. Where building plans are not available the service provider is required to conduct site visits to verify the gross and net floor area of a respective building to issue the respective Energy Performance Certificate
 - a. If required and instructed by the City of Tshwane, the service provider will provide and deliver As-Built Drawings as per the pricing schedule.
2. Where energy consumption data is not available the service provider is required to install temporary meter(s) to determine the energy consumption of the respective building to issue the respective Energy Performance Certificate.
3. Energy Performance Certificates will only be issued for City of Tshwane owned municipal buildings.
4. The quantities listed above in the pricing schedule are for evaluation purposes only and should not be interpreted as the actual amount of buildings requiring an Energy Performance Certificate as per their respective pricing alternative.
5. Recommendation Report: The delivery of a retrofit plan to improve on energy consumption efficiency per respective building will be on an as-and-when required basis.

6. TYPE OF AGREEMENT REQUIRED

A Service Level Agreement will be entered into after the appointment.

7. VALIDITY PERIOD

The validity period for the tender after closure is 90 days. City of Tshwane shall have right and power to extend any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalized while the quotations/bids are still valid.

8. MARKET ANALYSIS

The City of Tshwane reserves the right to conduct a market analysis. Should the City exercise this option, where a service provider offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the service provider to determine if it will be able to deliver on the price. If a service provider confirms that it cannot, the service provider will be disqualified based on being non-responsive. If the service provider confirms that it can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract, including performance warnings and listing on the database of restricted suppliers. The City of Tshwane further reserves the right to negotiate a market-related price with the service provider that scored the most points. If the service provider does not agree to a market-related price, the City reserves the right to negotiate a market-related price with the service provider that scored the second-most points. If the service provider that scored the second-most points does not agree to a market-related price, the City will negotiate a market-related price with the service provider that scored the third-most points. If a market-related price is not agreed, the City reserves the right to cancel the tender.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY					
BID NUMBER:	GPM 18 2023/24	CLOSING DATE:	27 February 2024	CLOSING TIME:	10:00
DESCRIPTION	TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR ISSUING OF ENERGY PERFORMANCE CERTIFICATES (EPSC) FOR CITY OF TSHWANE MUNICIPAL BUILDINGS AS AND WHEN REQUIRED FOR A THREE-YEAR PERIOD				
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)

Tshwane House					
Supply Chain Management					
320 Madiba Street					
Pretoria CBD					
0002					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> 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	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	

/SERVICES /WORKS OFFERED?		GOODS /SERVICES /WORKS OFFERED?	
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 Management	DEPARTMENT	Group Property Management
CONTACT PERSON	Relebogile Malatswane	CONTACT PERSON	Gernot Reiff
TELEPHONE NUMBER	012 358 2735	TELEPHONE NUMBER	012 358 2035
EMAIL ADDRESS	RelebogileM@tshwane.gov.za	EMAIL ADDRESS	gernotr@tshwane.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, 2022, 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
Closing Time	Closing Date

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

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

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

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

* Delete if not applicable

PRICING SCHEDULE: NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder	Bid number
Closing Time	Closing Date

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm
- ** "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

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

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

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

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

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

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

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

ADJUSTMENT PERIODS	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE
1 st Adjustment	After 12 calendar months
2 nd Adjustment	After 24 calendar months

NB: Unless prior approval has been obtained from Supply Chain Management, no adjustment in contract prices will be made

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²)
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.

¹ 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.

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

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

3.9.1 If yes, furnish particulars.

.....

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

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars.

.....

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

3.12.1 If yes, furnish particulars.

.....

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

3.13.1 If yes, furnish particulars.

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

MBD 6.1

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

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, 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, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

Specific goals	80/20 preference point system	Number of points claimed. (80/20 system) (To be completed by the tenderer)
BB-BEE score of companies <ul style="list-style-type: none"> Level 1 Level 2 Level 3 	<ul style="list-style-type: none"> 8 Points 7 Points 6 Points 	

Specific goals	80/20 preference point system	Number of points claimed. (80/20 system) (To be completed by the tenderer)
<ul style="list-style-type: none"> • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant 	<ul style="list-style-type: none"> • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points 	
EME and/ or QSE	2 Points	
At least 51% of Women-owned companies	2 Points	
At least 51% owned companies by People with disability	2 Points	
At least 51% owned companies by Youth	2 Point	
Local Economic Participation <ul style="list-style-type: none"> • City of Tshwane • Gauteng • National 	4 Points 2 Points 1 Point	

N.B For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole propriety
☐ Close corporation
☐ Public Company
☐ Personal Liability Company
☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company
[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender,

qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

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)

1. 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 **GPM 18 2023/24** 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.
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);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - 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 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.
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 fulfillment 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:

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1
2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). 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 <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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 <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **GPM 18 2023/24**

TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR ISSUING OF ENERGY PERFORMANCE CERTIFICATES (EPSC) FOR CITY OF TSHWANE MUNICIPAL BUILDINGS AS AND WHEN REQUIRED FOR A THREE-YEAR PERIOD

in response to the invitation for the bid made by:

CITY OF TSHWANE 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 consortium³ will not be construed as collusive bidding.

³ 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.

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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

1. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

	3.2	With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
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 so far as may be necessary for purposes of such performance.
	5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
	5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
	5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
	7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: <ul style="list-style-type: none"> (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque
	7.4	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections, tests and analyses	8.1	All pre-bidding testing will be for the account of the bidder.

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance	11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12. Transportation	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services, services	13.1	<p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (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	<p>As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
	15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the

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

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
 - 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
 - 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
 - 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
 - 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
 - 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract**
- 18.1 No variation in or modification of the terms of the contract shall be made **amendments** except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
 - 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated

fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all

		reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein, <ul style="list-style-type: none"> (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; <p>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</p> <p>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.</p>
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation
- 34. Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)