



# **UMDONI MUNICIPALITY**

THE J.E.W.E.L OF THE SOUTH COAST

APPOINTMENT OF A PANEL OF CIVIL ENGINEERING  
CONTRACTORS FOR A PERIOD OF (36) MONTHS (GRADE 4CE/GB or  
HIGHER)

**BID NO: 06/2023**

**MN: 113/2022**

## **NAME & ADDRESS OF BIDDER**

**Name:** \_\_\_\_\_

**Tel:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

\_\_\_\_\_

**Cell:** \_\_\_\_\_

\_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Postal code:** \_\_\_\_\_



**APPOINTMENT OF A PANEL OF CIVIL ENGINEERING  
CONTRACTORS FOR A PERIOD OF (36) MONTHS (GRADE 4CE/GB or HIGHER)**

**Tender no. 06/2023**

**MN: 113/2022**

**INTENTION TO BID FORM**

In order to confirm that communications are received from the employer before the submission of bidder's tender offer and that any amendments to the tender documents, have been taken into account in this tender offer, as a **Briefing Session cannot be held due to the National State of Disaster**, service providers intending to bid are required to fill in this intention to bid form.

**SUBMISSION OF INTENTION TO BID FORM SHOULD BE SUBMITTED TO**

**CORNER BRAMFISCHER AND WILLIAMSON STREET, SCOTTBURGH, 4180**

**Venue: uMdoni Local Municipality Office**

**NO LATER THAN**

**Deadline date: 23-09-2022**

**Time: 12h00 pm**

**Enquiries: 039 976 1324 E-Mail: sandilex@umdoni.gov.za**



# **UMDONI MUNICIPALITY**

**THE J.E.W.E.L OF THE SOUTH COAST**

## **INVITATION TO TENDER**

Bids are hereby invited to tender for the **ESTABLISHMENT OF A PANEL OF CONTRACTORS ON GRADE 4CE/GB OR HIGHER.**

**BID NU: 06/2023**

**MN: 113/2022**

**MANDATORY DOCUMENTS TO BE SUBMITTED, FAILURE TO DO SO WILL LEAD TO THE TENDER BEING REGARDED AS NON-RESPONSIVE.**

Bid documents may be obtained from the Umdoni Local Municipality offices at Corner Bram Fischer and Williamson Street, Scottburgh, 4180 from the **09 SEPTEMBER 2022 at 09h00 – 14:30** upon non-refundable cash payment of **R500.00. No cheques will be accepted.** The document will also be made available on **E-tenders** via this website: [www.etenders.gov.za](http://www.etenders.gov.za).

Umdoni Local Municipality subscribes to the Preferential Procurement Policy Framework Act, 2000, (Act No.5 of 2000). Bidders must achieve minimum 60% on Functionality to qualify for the next stage. The 80/20 preference point system shall be applicable during the evaluation and adjudication of this contract.

Bids are to be completed in accordance with the conditions attached to the Bid document and must be sealed and endorsed with the relevant bid number and must be deposited in the official Bid box in the foyer of the Umdoni Local Municipality at Corner Bram Fisher and Williamson Street, Scottburgh, 4180 not later than **12h00 pm on 30 SEPTEMBER 2022** at which time bids will be opened in public. **Late bids or Bids received by way of facsimile or e-mail will under no circumstances be considered.** Bids shall be valid for a period of 120 days after the closing date for the submission of Bids. **Late bids or Bids received by way of facsimile or e-mail will under no circumstances be considered.**

Enquiries of Technical nature should be directed to Mr S Xulu – Manager: PMU on 039 976 1324 and Enquiries pertaining to Supply Chain Management should be directed to Mr D Nyathi - Manager: SCM on 039 976 1202 during office hours.

The Umdoni Municipality does not bind itself to accept the lowest, or any bid, either wholly or in part or give any reason for such action.



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**Ms T C Ndlela**

**MUNICIPAL MANAGER**

<b>Name of Organisation</b>		
<b>Physical Address</b>		
<b>Telephone Number</b>		
<b>Fax Number</b>		
<b>E-Mail Address</b>		
<b>Tender Price</b>		
<b>E-BBEE Level</b>	<b>CSD Registration No.</b>	

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## **Bid Notice**

**TENDER: APPOINTMENT OF A PANEL OF CIVIL ENGINEERING CONTRACTORS FOR A PERIOD OF 36 MONTHS (4CE/GB or higher)**

**Contract No.: 06/2023**

Umdoni Municipality hereby invite bidders to be appointed in the **Panel of Civil Engineering Contractors for A Period of Thirty-Six Months**. Bidders should be registered with CIDB and should have a contractor grading of **4CE/GB or higher**.

Bid documents, clearly marked with bid name and bid number must be deposited **not later than 12:00pm on the 23 September 2022** in the tender box inside the reception area of UMDONI MUNICIPALITY situated at Cnr of Bram Fischer and Williamson Street, Scottburgh, KwaZulu Natal, 4180, South Africa. The name and address of the bidder must be clearly written on the sealed envelope containing the bid. Umdoni Municipality will not take responsibility for documents delivered or collected via courier services. Bids shall be valid for a period of **120 days** after closing date. **Late bids or Bids received by way of facsimile or e-mail will under no circumstances be considered.**

There will be no **compulsory** briefing meeting but enquiries will be attended via emails only and must be addressed to SCM and Technical Services from the 12 September 2022 till the 20 September 2022 and responses will be done via emails.

Enquiries of Technical nature should be directed to Mr. S Xulu, Technical Services on 039 976 1324 or sandilex@umdoni.gov.za and Enquiries pertaining to Supply Chain Management should be directed to Mr. D Nyathi, Financial Services on 039 976 1202 or davidn@umdoni.gov.za during office hours.

**Umdoni Municipality subscribes to the Preferential Procurement Policy Framework Act (Act No.5 of 200).** Bidders must achieve minimum 60% on Functionality to qualify for the next stage. The 80/20 preference point system shall be applicable during the evaluation and adjudication of this contract.

**Umdoni Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or part of the tender.**

Mrs T Ndlela

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**Municipal Manager**  
**Umdoni Local Municipality**



**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS  
(NOT TO BE RE-TYPED)**

**NB!!!! Please attach copies of the following documents. Failure to provide the following duly completed, up to date documents and certified where applicable will lead to automatic disqualification.**

- Company registration documents.
- Original valid TAX certificate or Pin Sheet.
- Past experience (1) MBD1, 5.1 & (2) MBD 5.2
- Declarations (MBD 1, 2, 4, 5, 6.1, 7.2, 8 and 9
- Proof for payment of Municipal Services
- Joint Venture agreement (where applicable)
- Tender Briefing Attendance (where applicable)
- Latest summary report of Central Supplier Database Registration (CSD)
- Proof of valid CIDB registration (1GB,2GB to 3GB or 1CE, 2CE to 3CE)


**STANDARD FORMS**

**THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:**

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. PPPFA & associated regulations

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

**UMDONI LOCAL MUNICIPALITY  
STANDARD FORM FOR TENDERS**

**TENDER NO: 06/2023**

**Closing Date: 23-09-2022**

**Closing Time: 12:00 pm**

**BIDDERS DETAILS**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED AND SIGNED**

**(FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)**

Name of Bidder \_\_\_\_\_

Postal Address \_\_\_\_\_

\_\_\_\_\_ Postal Code

Street Address \_\_\_\_\_

\_\_\_\_\_ Postal Code

Telephone Number      Code \_\_\_\_\_ Number \_\_\_\_\_

Cellphone Number      \_\_\_\_\_

Facsimile Number      Code \_\_\_\_\_ Number \_\_\_\_\_

Signature of Bidder/

Authorised Representative \_\_\_\_\_

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE UMDONI LOCAL MUNICIPALITY. BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS. ALL LATE BIDS WILL BE RETURNED UNOPENED.**

**BIDDER INFORMATION**

BID NUMBER : \_\_\_\_\_

BIDDER : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

**COMMERCIAL BANK ACCOUNT DETAILS**

Bank : \_\_\_\_\_

Branch : \_\_\_\_\_

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

Name under which account is operated: \_\_\_\_\_

Bank Contact Person : \_\_\_\_\_

**FIRM DETAILS**

Name of Contactor / Company / Person: \_\_\_\_\_

Date of Inauguration : \_\_\_\_\_

Registered Address of Firm : \_\_\_\_\_

VAT Registration No. : \_\_\_\_\_

Telephone No. : \_\_\_\_\_

Cell No. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

E-mail address : \_\_\_\_\_

Postal Address : \_\_\_\_\_

\_\_\_\_\_ Postal Code

Physical Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Postal Code

☐

Has An Original And Valid Tax Clearance Certificate Been Submitted? YES/NO

Has A B-BBEE Status Level Verification Certificate Been Submitted? YES/NO

IF YES who was it certified by?

An Accounting Officer As Contemplated in the Close Corporation Act (CCA) ☐

A Verification Agency Accredited by the South African Accreditation system (SANAS)

OR

A Registered Auditor ☐

**PLEASE TICK APPLICABLE BOX**

Signature of Bidder : \_\_\_\_\_

*(Of person authorised to sign the tender)*

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED  
IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

**PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPF ACT) POINTS  
TO BE CLAIMED AS FOLLOWS:**

**Definition: BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS  
LEVEL CERTIFICATES**

- 1.1 Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.
- 1.2 Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for B-BBEE.
- 1.3 A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- 1.4 Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.
- 1.5 If an institution is already in possession of a valid and original or certified copy of a bidder's B-BBEE Status Level Verification Certificate that was obtained for the purpose of establishing the database of possible suppliers for price quotations or that was submitted together with another bid, it is not necessary to obtain a new B-BBEE Status Level Verification Certificate each time a bid is submitted from the specific bidder. A certified copy must just be attached to each bid.

Such a certificate may be used to substantiate B-BBEE rating claims provided that the closing date of the bid falls within the expiry date of the certificate that is in the institution's possession.

Each time this provision is applied, cross-reference must be made to the B-BBEE Status Level Verification Certificate already in possession for audit purposes.

- 1.6 AOs / AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:
  - 1.6.1 **Bidders other than EMEs**
    - (a) Verification agencies accredited by SANAS; or
    - (b) Registered auditors approved by IRBA.
  - 1.6.2 **Bidders who qualify as EMEs**
    - (a) Accounting officers as contemplated in the CCA; or
    - (b) Verification agencies accredited by SANAS; or
    - (c) Registered auditors. (Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates).

**1.7 VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES**

- 1.7.1. As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:
  - The name and physical location of the measured entity;
  - The registration number and, where applicable, the VAT number of the measured entity;

- The date of issue and date of expiry;
- The certificate number for identification and reference;
- The scorecard that was used (for example EME, QSE or Generic);
- The name and / or logo of the Verification Agency;
- The SANAS logo;
- The certificate must be signed by the authorized person from the Verification Agency; and
- The B-BBEE Status Level of Contribution obtained by the measured entity.

### **1.7.2 Registered auditors approved by IRBA**

1.7.2.1 The format and content of B-BBEE Status Level Verification Certificates issued by registered auditors approved by IRBA must -

- Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo;
- Clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE;
- Reflect relevant information regarding the identity and location of the measured entity;
- Identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores;
- Record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution; and
- Reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date.

The relevant approved registered auditor may be contacted to confirm whether such a certificate was issued.

### **1.7.3 Accounting officers as contemplated in section 60(4) of the CCA;**

1.7.3.1 These certificates will be issued in the accounting officer's letterhead with the accounting officer's practice number and contact number clearly specified on the face of the certificates.

1.7.3.2 The content of B-BBEE Status Level Verification Certificates issued by accounting officers as contemplated in the CCA is detailed in paragraph 4.8.5 below.

## **1.8 VERIFICATION CERTIFICATES IN RESPECT OF EMEs**

1.8.1 In terms of the Generic Codes of Good Practice, an enterprise including a sole propriety with an annual total revenue of R5 million or less qualifies as an EME.

1.8.2 In instances where Sector Charters are developed to address the transformation challenges of specific sectors or industries, the threshold for qualification as an EME may be different from the generic threshold of R5 million. The relevant Sector Charter thresholds will therefore be used as a basis for a potential bidder to qualify as an EME. For example the approved thresholds for EMEs for the Tourism and Construction Sector Charters are R2.5 million and R1.5 respectively.

1.8.3 EMEs are deemed to have a B-BBEE status of "level four (4) contributor". In instances where EMEs are more than 50% owned by black people, such EMEs qualify as "B-BBEE status level three (3) contributors".

- 1.8.4 Sufficient evidence to confirm a qualifying EME is a certificate issued by an Accounting Officer (as contemplated in the CCA), a similar certificate issued by a Registered Auditor or a Verification Agency.
- 1.8.5 When confirming the validity of a certificate in respect of an EME, the following should be detailed on the face of the certificate:
- The Accounting Officer's or Registered Auditor's letter head with full contact details;
  - The Accounting Officer's or Registered Auditor's practice numbers;
  - The name and the physical location of the measured entity;
  - The registration number and, where applicable, the VAT number of the measured entity;
  - The date of issue and date of expiry;
  - The B-BBEE Status Level of Contribution obtained by the measured entity; and
  - The total black shareholding and total black female shareholding.

## 2. The Preference Point System

- 2.1 The bidder that obtains the highest overall points shall be awarded the contract.
- 2.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 2.3 All points claimed and scored will be rounded off to 2 decimal places.

## THE PREFERENCE POINT SYSTEMS

### 3.1 Step 1: Calculation of points for price

- 3.1.1 The PPPFA prescribes that the lowest acceptable bid will score 80 or 90 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.
- 3.1.2 The formulae to be utilised in calculating points scored for price are as follows:

**80/20 Preference point system [(for acquisition of services, works or goods up to a Rand value of R1million) (all applicable taxes included)]**

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

Where

$P_s$  = Points scored for comparative price of bid or offer under consideration

$P_t$  = Comparative price of bid or offer under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid or offer.

**90/10 Preference point system [(for acquisition of services, works or goods with a Rand value above R1million) (all applicable taxes included)]**

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

Where

$P_s$  = Points scored for comparative price of bid or offer under consideration

$P_t$  = Comparative price of bid or offer under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid or offer.

- 3.1.3 Points scored will be rounded off to the nearest 2 decimal places.

### 3.2 Step 2: Calculation of points for B-BBEE status level of contributor

- 3.2.1 Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 1.2.2 A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 20 points respectively for B-BBEE.



**3.3 Calculation of total points scored for price and B-BBEE status level of contribution.**

3.3.1 The points scored for price will be added to the points scored for B-BBEE status level of contribution to obtain the bidder's total points scored out of 100.

**No contract will be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying that the taxes of that person to be in order or that suitable arrangements have been made with SARS.**

**NB!!!! Please attach copies of the following documents. Failure to provide the following duly completed and up to date documents and certified where applicable will lead to automatic disqualification.**

- **Company registration documents.**
- **Original valid TAX/VAT certificate.**
- **Past experience (1) MBD 5.1 & (2) MBD 5.2**
- **Declarations MBD 1, 2, 4, 5, 6.1, 7.2, 8, 9**
- **Proof for payment of Municipal Services**
- **Joint Venture agreement (where applicable)**
- **Tender Briefing Attendance**
- **Central Supplier Database Registration**
- **Proof of CIDB registration**
- **Form of Offer**

I certify that I have the appropriate authority to furnish the above-mentioned information and that the above information is correct at the time of completion.

Name:	Signature:
Designation:	Date:

## GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES

1. Definitions
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4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
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30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

## 1. Definitions

- 1.1 The following terms shall be interpreted as indicated:
- 1.2 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.3 "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.
- 1.4 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.5 "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.
- 1.6 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 "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 recognized new product result that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.8 "Database application form" means the application form required by Umdoni Local Municipality to be filled in by the successful tenderer, following the award of the contract, for inclusion on the Umdoni database before payment is made.
- 1.9 "Day" means calendar day.
- 1.10 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.11 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.12 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.13 "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.

- 1.14 "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 substantial and major assembly of components, a commercially the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.15 "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.
- 1.16 "GCC" means the General Conditions of Contract.
- 1.17 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.18 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.19 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.20 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.21 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.22 "Project site," where applicable, means the place indicated in bidding documents.
- 1.23 "Purchaser" means the organization purchasing the goods.

- 1.24 "Republic" means the Republic of South Africa
- 1.25 SCC" means the Special Conditions of Contract.
- 1.26 "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.
- 1.27 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.28 "Tort" means in breach of contract.
- 1.29 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.30 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

## **4. Standards**

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

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

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other

than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only 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.

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

## **7. Performance Security**

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

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

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

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

(b) a cashier's or certified cheque.

- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
- 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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

	8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.
<b>9. Packing</b>	9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
	9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.
<b>10. Delivery and documents</b>	10.1	Delivery of the goods and arrangements for shipping and Clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.
<b>11. Insurance</b>	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.
<b>12. Transportation</b>	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified
<b>13. Incidental services</b>	13.1	The supplier may be required to provide any or all of the following services, including additional services, if any:
	(a)	performance or supervision of on-site assembly and/or commissioning of the supplied goods;
	(b)	furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
	(c)	furnishing of tools required for assembly and/or maintenance of the supplied goods;
	(d)	performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
	(e)	training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.



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

#### **14. Spare parts**

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
  - (b) in the event of termination of production of the spare parts:
    - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the Contracts 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 any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
- 16.5 Payment will only be made if the supplier has filled in and submitted the necessary database application form to the satisfaction of the Chief Financial Officer.
- 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 or in the purchaser's request for bid validity extension, as the case may be.
- 18. Variation orders**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.
- 20. Sub contracts**
- 20.1 The supplier shall notify the purchaser in writing of all sub-contracts 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 suppliers performance**
- 21.1 Delivery of the goods and performance of services shall be Made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly

notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

- (a) the name and address of the supplier and/or person restricted by the purchaser;
- (b) the date of commencement of the restriction;
- (c) the period of restriction; and
- (d) 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 countervailing**

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

#### **25. Force majeure**

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

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

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

- 27. Settlement of disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices**
- 31.1 Every written acceptance of a 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 SARS must have certified that the tax matters of the preferred bidder are in order.

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

## **33. Transfer of contracts**

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

## **34. Amendment of contracts**

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

## **35. Prohibition of restrictive practices**

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

35.2 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 section 59 of the Competition Act No 89 Of 1998.

35.3 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.

## **1. BRIEFING SESSION/SITE INSPECTION**

- 1.1 A compulsory briefing session will not be held as advertised in the Bid Advertisement, where questions concerning the requirements of this bid will be discussed.
- 1.2 All questions subsequent to the briefing session must be e-mailed to: Sandile Xulu at [Sandilex@Umdoni.gov.za](mailto:Sandilex@Umdoni.gov.za).

## **2. NORM / QUALITY**

- 2.1 The norm / quality of the service to be rendered must be in accordance with the acceptable standards of the trade concerned.  
All possible steps must be taken by the Contractor to ensure that the correct intended execution of this agreement will take place.

## **3. TERMINATION OF SERVICE**

The stipulations of the Supply Chain Management Policies and Procedures and General Conditions of contract apply in particular to cases of any failure with any of the conditions of contract, or where an unsatisfactory service is rendered.

NOTE: Any amendment(s) or waiving from the stipulations of this contract must occur in writing by mutual consent with the prior approval of the National Municipal Bid Committee.

## **4. MINIMUM SPECIFICATIONS**

These specifications are only minimum specifications. Any shortcomings in the specifications should be pointed out in the quote/bid and provided for in the price. Any additional costs incurred by the service provider because of shortcomings in the quote specifications will be for the service provider's own account.

## **5. COMPLIANCE**

Where necessary the service provider must attach explanatory information reference to a paragraph number. The service provider must fully describe how the required functionality will be achieved. Failure to provide sufficient information may disqualify the service provider. Any condition imposed by the service provider that is restrictive or contrary to any part of this tender will automatically disqualify the service provider.

## **5. BID PRICE**

Please give all the prices, itemized as far as possible and attach your pricing schedule to this bid document.



## 6. BID FORMAT

1 (one) original bid must be submitted in the following format:-

- must be SIGNED IN INK by an authorized employee, agent or representative of the Bidder and all pages of the Bid must be initialled
- Bid response and supporting documents must be neatly bound in one file.
- The written delegation of authority to sign all documents must form part of the Bid.
- All documents as required MUST be included in the bid in order for the bid to be considered.

## DOMICILIUM

The parties hereby choose as their domicilium citandi et executandi for the service of notices and legal document the following street addresses:

**Bidder :**

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

Tel/Fax Number:- .....

**Umdoni Local Municipality**

The Municipal Manager

## CONTACT DETAILS

The following person may be contacted for more information:-

Sandile Xulu  
E-mail : [Sandilex@Umdoni.gov.za](mailto:Sandilex@Umdoni.gov.za)  
Tel: 039 976 1202

**I/We hereby declare that all the information supplied is true and exact.**

\_\_\_\_\_  
SIGNATURE OWNER / MANAGER DIRECTOR

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

WITNESS: \_\_\_\_\_ (State occupation in company)

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

*If it is found that any of the above-mentioned information provided is false, the Municipality reserves the right to terminate this contract with immediate effect. The Municipality may VET the successful bidder.*

## TAX CLEARANCE REQUIREMENTS

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

- 1 In order to meet the requirements bidders are required to complete in full the attached TCC1 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax clearance Certificate that will be valid for a period of 1 (one) year from date of approval / issue.
- 3 The original Tax clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance certificate will not be acceptable.
- 4 In the bids where consortia / joint ventures / sub contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC "Application for a "Tax Clearance Certificate" forms are available from any SARS branch office nationally or on the website [www.sars.gov/za](http://www.sars.gov/za)
- 6 Applications for the Tax Clearance Certificate may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

# DECLARATION OF INTEREST

(Please circle the applicable answer)

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

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

2.1 Full Name: \_\_\_\_\_

2.2 Identity Number: \_\_\_\_\_

2.3 Company Registration Number: \_\_\_\_\_

2.4 Tax Reference Number: \_\_\_\_\_

2.5 VAT Registration Number: \_\_\_\_\_

2.6 Are you presently in the service of the state ☐ **YES / NO**

2.6.1 If so, furnish particulars.

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

2.7.1 If so, furnish particulars.

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

2.8.1 If so, furnish particulars.

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☐ SCM 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.

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

3.9.1 If so, furnish particulars

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

3.10.1 If so, furnish particulars.

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

3.11.1 If so, furnish particulars.

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#### **CERTIFICATION**

I, \_\_\_\_\_ **THE UNDERSIGNED CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

**ACCEPT THAT THE COUNCIL MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

---

**SIGNATURE**

---

**DATE**

---

**POSITION**

---

**NAME OF BIDDER**

## DECLARATION FOR PROCUREMENT

For all procurement bidders must complete the following questionnaire:

- 1      Are you by law required to prepare annual financial statements for auditing? **\*YES / NO**
  
- 1.1    If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
  
- 2      Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? **\*YES / NO**
  
- 2.1    If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
  
- 2.2    If yes, provide particulars.  
.....  
.....  
.....
  
3.      Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **\*YES / NO**
  
- 3.1    If yes, furnish particulars  
.....  
.....  
.....
  
4.      Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality/municipal entity is expected to be transferred out of the Republic?  
            **\*YES / NO**
  
- 4.1    If yes, furnish particulars  
.....  
.....

**CERTIFICATION**

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

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

.....  
.....  
Signature

Date

.....  
.....  
Position

Name of Bidder

**CONTRACT FORM – PAST EXPERIENCE**

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

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO

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

\_\_\_\_\_  
**SIGNATURE OF BIDDER**



**CONTRACT FORM – PAST EXPERIENCE WITH UMDONI LOCAL MUNICIPALITY**

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

**PREVIOUS AND / OR CURRENT PROJECTS UNDERTAKEN WITH UMDONI**

PROJECT NAME	VALUE OF WORK	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE

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

\_\_\_\_\_  
**SIGNATURE OF BIDDER**

**BID DECLARATION FORM**

**PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPF ACT) POINTS ENTITLEMENT**

1. Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

2. A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 10 or 20 points respectively for B-BBEE.

**3. POINTS AWARDED FOR PRICE**

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

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

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

Where

- $P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Rand value of bid under consideration  
 $P_{min}$  = Rand value of lowest acceptable bid

#### 4. DECLARATION OF BIDDER

4.1 Name of firm : .....

4.2 VAT registration number : .....

4.3 Company registration number : .....

#### 4.4 TYPE OF FIRM

- ☐ Partnership
- ☐ One person business/sole trader
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

#### 4.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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---

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#### 4.6 MUNICIPAL INFORMATION

Municipality where business is situated : .....

Registered Account No. : .....

Stand No. : .....

#### 4.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

#### 4.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant.

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained

\*Indicate YES or NO

## 5.0 Consortium / Joint Venture

In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the HDI member

5.1 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the General Conditions as indicated.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the Council that the claims are correct.
- (iv) If the claims are found to be incorrect, the Council may, in addition to any other remedy it may have:-
  - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
  - (b) 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;

SIGNATURE (S) OF BIDDER (S)

### WITNESSES:

1.) \_\_\_\_\_

2.) \_\_\_\_\_

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

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

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

### 1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

1.6. A bid may be disqualified if –

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

## **2. Definitions**

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

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

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

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

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

4. Does any portion of the services, works or goods offered have any imported content?

*(Tick applicable box)*

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

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....
- (b) Practice number: .....
- (c) Telephone and cell number: .....
- (d) Email address: .....

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

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.



## **LOCAL CONTENT DECLARATION**

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

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

**IN RESPECT OF BID NO. ....**

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

**NB**

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder entity), the  
following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

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

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

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

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

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

<b>WITNESS No. 1</b> _____	<b>DATE:</b> _____
<b>WITNESS No. 2</b> _____	<b>DATE:</b> _____

**UMD/MBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

7. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives/proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
  
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (iv) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (v) General Conditions of Contract; and
  - (vi) Other (specify)
  
9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
12. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2 .....

**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.

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

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. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database 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).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

# **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

# **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without Consultation, Communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;



- (b) geographical area where product or service will be rendered (market allocation);
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  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

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

**CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES  
DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE  
MANAGEMENT ACT (NO.56**

**OF 2003) - (To be signed in the presence of a Commissioner of Oaths)**

***\*FAILURE TO SUBMIT ANY PROOF AS REQUIRED, WILL INVALIDATE THE TENDER***

I, \_\_\_\_\_, \_\_\_\_\_ (full name and ID no.), hereby  
acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the  
tenderer  
if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its  
directors/members/partners to Umdoni Local Municipality, or to any other municipality or municipal  
entity, are in  
arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of \_\_\_\_\_  
(name  
of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any  
director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality  
in the  
Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and  
correct.

The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in  
the tender  
being disqualified.

Director / Shareholder /  
partner.....  
.....

Physical /residential address of the Director /shareholder /  
partner.....

Municipal Account  
number(s).....  
.....

Director / Shareholder /  
partner.....  
.....

Physical /residential address of the Director /shareholder /  
partner.....

Municipal Account  
number(s).....  
.....

Physical address of the  
Business.....  
.....

Municipal Account number(s).....  
.....

.....  
Signature Position Date

**NB: Tenderers who reside/whose businesses are situated in the rural area and are not liable for any Municipal Payment for Services MUST submit a letter from the councillor confirming proof of business address.**

**NB: Tenderers who are tenants and are not liable for any Municipal Payment for Services MUST submit a valid Lease Agreement together with an original letter from the land lord confirming that the payments are up to date.**

**NB: Tenderers who reside/operating their businesses in a property situated in an urban/ township area that they do not own or rent MUST submit the Municipal Account for the owner and an Affidavit from the owner confirming same.**

**COMMISSIONER OF OATHS**

Signed and sworn to before me at....., on this .....day of  
.....2021

by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

**COMMISSIONER OF OATHS:-**

Name & Surname.....

Signature.....

Position: .....

**COMMISSIONER OF OATHS STAMP**

Address:.....

**ATTACH COPY OF THE LATEST MUNICIPAL ACCOUNT OR LETTER FROM A COUNCILOR OR LEASE AGREEMENT**

*[Failure of a Tenderer to submit this will invalidate the tender]*

**B. ACCEPTANCE**

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

Part 1 Agreement, and Specifications (Agreement to be finalised after award)

Part 2 Pricing Schedule

and the schedules, forms and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Specifications and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Service Provider) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature:.....

Name: (*in capitals*).....

Capacity: .....

Name of Employer (*organisation*) .....

Address:  
.....  
.....

**Witness:**

Signature: .....

Name: .....

Date: .....

## TERMS OF REFERENCE FOR THE PROVISION OF CONSTRUCTION WORKS WITHIN THE UMDONI LOCAL MUNICIPALITY.

### 1. BACKGROUND

### 2. APPLICABLE WARDS:

1.	DC 21 - Umdoni Local Municipality	Ward 1 to 19
----	-----------------------------------	--------------

### 3. PROPOSED SCOPE OF WORK

- 3.1 To provide Construction works as it deemed necessary by the employer as and when required.
- 3.2 The allocation of works will be also at the discretion of the employer.
- 3.3 The emerging contractor information will be kept on the database of the municipality.

### 4. SPECIFICATION

- 4.1.1 The specifications will be determined by the employer at the time of engaging the emerging contractor.

### 5. Minimum Legislative requirements to be adhered to

The Council recognizes and accepts their legal obligations and responsibilities in terms of

- The Constitution of South Africa
- The Disaster Management Act (Act No.57 of 2002)
- The Disaster Management Amendment Act (Act 16 of 2015)
- The Local Government Systems Act (Act No. 32 of 2000)
- The Local Government Structures Act (Act No.117 of 1998)
- Municipal Finance Management Act

### 6. Time Duration of Project

The appointed services providers will be stored in the Database for a period of 3 years and their services will be utilized as and when required.

## **7. Submission of Proposal and Returnable**

Proposal for provision of construction material to Umdoni should be restricted to critical issues but

## **8. Final Report**

Provide Umdoni Local Municipality with the following: -

- Appointment / Order No
- Progress Report and Completion Certificate
- Invoice

## **9. Notification**

**Please note that:**

The Municipality;

- has no obligation to accept the lowest bidder
- Reserves the right to award or not to award and may award parts or whole of the contract.
- Subscribes to the Preferential Procurement Policy Framework Act no 5 of 2000.

## **10. BRIEFING SESSION**

All bidders will be required to avail themselves to the briefing session.

## FUNCTIONALITY EVALUATION CRITERIA

Under this bidding process tenders who fail to achieve a minimum score of **60%** points will not move to price competitive stage. Only those tenders who have met or exceeded the minimum score will be admitted on the 3-year database.

No.	ITEM	Basis for allocation of points	Verification Method	POINT
1.	<b>Company Profile</b>  (Core business of the company, company address, company directorship, gender, disability and age group, company safety, health and environmental policies etc.)	Comprehensive Company Profile	Submission of a Comprehensive Company Profile  Brief three (3) pages max	<b>15</b>
		No Submission		0
2.	<b>Experience of the bidder</b> (Name of traceable references with contact details to be included)	3 Completed civil engineering construction projects of a project value of over R 3 million including VAT (i.e. unpaved/gravel roads, paved/tar roads, low level bridges, sport fields, community halls)	Purchase Order or Appointment Letter and Completion Certificate or Reference Letter	<b>15</b>
		2 Completed civil engineering construction projects of a project value of over R 3 million including VAT (i.e. unpaved/gravel roads, paved/tar roads, low level bridges, sport fields, community halls)	Purchase Order or Appointment Letter and Completion Certificate or Reference Letter	10

		1 Completed civil engineering construction projects of a project value of over R 3 million including VAT (i.e. unpaved/gravel roads, paved/tar roads, low level bridges, sport fields, community halls)	Purchase Order or Appointment Letter and Completion Certificate or Reference Letter	5
3.	<b>Proposal/Methodology</b> (Based on the type of civil engineering work i.e. unpaved/gravel roads, paved/tar roads, low level bridges, sport fields, community halls) <ul style="list-style-type: none"> <li>• Approach Method</li> <li>• Time Frames</li> </ul>	Proposal met all the requirements.	Submission of the proposed Methodology	10
		Acceptable method statement. Only provided limited information	Brief three (3) pages max  (i.e. unpaved/gravel roads, paved/tar roads, low level bridges, sport fields, community halls)	5
		No Submission		0
		<b>Total Points</b>		<b>40</b>



## **CK DOCUMENTS**

***[Failure of a Tenderer to submit this will invalidate the tender]***

**VALID TAX PIN/CERTIFICATE**

***[Failure of a Tenderer to submit this will invalidate the tender]***

**JOINT VENTURE (WHERE APPLICABLE)**

*[Failure of a JOINT VENTURE Tenderer to submit this will invalidate the tender]*

**CERTIFIED VALID BBBEE CERTIFICATE/SWORN AFFIDAVIT**

*[Failure of a Tenderer to submit this will not be awarded BBBEE points]*

## CENTRAL SUPPLIER DATABASE REGISTRATION

*[Failure of a Tenderer to submit this will invalidate the tender]*

**PAST EXPERIENCE (1) MBD 1, 5.1 & (2) MBD 5.2**

**DECLARATION (MBD 1, 2, 4, 5, 6.1, 6.2, 7.2, 8 & 9**

*[Failure of a Tenderer to submit this will invalidate the tender]*

## **PROOF FOR PAYMENT OF MUNICIPAL SERVICES**

***[Failure of a Tenderer to submit this will invalidate the tender]***



## **CIDB GRADING**

*[Failure of a Tenderer to submit this will invalidate the tender]*

**CERTIFICATE OF ATTENDANCE AT PRE-BID SITE VISIT AND CLARRIFICATION  
MEETING**

This is to certify that (Bidder)

.....

of (address)

.....

.....

..... was presented  
by the person(s)

Named below:

..... there will be no compulsory meeting held  
due to Covid19 regulations, however document will be collected from the finance department at Umdoni  
Municipality for Contract No. **UMD -19T -2020/21 on Monday 07 June 2021.**

I/We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the  
works and / or matters incidental to doing the work specified in the bid documents in order for me / us to  
take account of everything necessary when compiling our rates and prices included in the bid.

**Particulars of person(s) attending the meeting:**

Name:.....

Signature:.....

Capacity:.....

Attendance of the above person(s) at the meeting is confirmed by the employer's representative, namely:

Name:.....

Signature:.....

Capacity: .....

Date and Time:

.....

Municipal stamp