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MUNICIPAL INFRASTRUCTURE SUPPORT AGENT (MISA)

REFERENCE NO: MISA/MS/014/2024/25

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE MENTORSHIP SERVICES TO MUNICIPAL OFFICIALS TOWARDS PROFESSIONAL REGISTRATION WITH STATUTORY BODIES

Beneficiary	Municipal Infrastructure Support Agent
Contact SCM	tenders@misa.gov.za or 012 848 5300
Postal Address	1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion 0046
Project Name	Appointment of a Service Provider to Provide Mentorship Services to Municipal Officials towards Professional Registration with Statutory Bodies
Reference No.	MISA/MS/014/2024/25
Closing Date	12/12/2024 at 11h00am

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1. INVITATION

- 1.1 The Municipal Infrastructure Support Agent (MISA) hereby invites service providers to submit proposals for the provision of mentorship services to municipal officials towards professional registration with statutory bodies. MISA has a mandate to provide infrastructure related technical support to municipalities and assist them in building their technical capacity to sustainably render services to communities.
- 1.2 MISA has to achieve this strategic mandate through the provision of technical support and strengthening of municipal capacity to plan, deliver, operate and maintain infrastructure. It, therefore, intends to contract qualifying service providers to provide mentorship services aimed at assisting municipal officials to professionally register with statutory bodies in the following technical fields:
- 1.2.1 Civil Engineering,
 - 1.2.2 Electrical Engineering,
 - 1.2.3 Construction and Project Management,
 - 1.2.4 Town and Regional Planning,
 - 1.2.5 Solid Waste Management, and
 - 1.2.6 Property Valuation

2. BACKGROUND

- 2.1 MISA is a government component, in the Department of Cooperative Governance (DCoG), established in terms of Section 7(5) (c) of the Public Service Act of 1994 (as amended) and in terms of Government Gazette No 36634/2013. It has been established to provide technical advice and strengthen the capacity of municipalities to plan, deliver, operate, and maintain infrastructure effectively and efficiently.
- 2.2 To execute its mandate, MISA invites qualified and interested service providers with capacity to provide mentorship services in the above-mentioned technical areas.

3. PROJECT OBJECTIVES

- 3.1 The objectives of this capacity development support initiative are to:
- a) Provide structured mentorship and coaching to candidates with the view to accelerating the registration process
 - b) Improve adherence to professional ethics in infrastructure management by increasing the number of professionally registered municipal officials
 - c) Capacitate technical officials to commission projects and oversee their implementation;
 - d) Improve infrastructure planning, delivery, operation, and maintenance in municipalities; and
 - e) Improve infrastructure resilience to disasters by promoting ethical conduct in the planning, delivering, operation and maintenance of infrastructure
- 3.2 This Terms of Reference (TOR), therefore, seeks to invite service providers, with requisite capability, to submit proposals for the provision of mentorship services to municipal officials in their candidature towards registering as professionals with relevant statutory bodies.

4. SCOPE OF WORK

- 4.1 If appointed, the contracted training service provider will be expected to mentor **50 municipal officials** over a 36-month period and will be responsible for the following:
- 4.1.1 Project Administration:
 - a) Development and management of candidate database
 - b) Induction session
 - c) Mentorship schedule
 - d) Schedule of training courses
 - e) Reporting and invoicing structure
 - 4.1.2 Registration of Candidates:
 - a) Facilitation of registration of candidates
 - b) Annual renewal of candidature
 - 4.1.3 Mentorship:
 - a) Development and review of Workplace Training Plans (WTPs)
 - b) Conduct four mentorship sessions per year
 - c) Review of Training and Experience Reports (TERs)
 - 4.1.4 Supplementary Training:
 - a) Council specific training on registration process and candidature
 - b) Training on completion of TERs and application structure
 - c) Training on report writing, in terms of council requirements
 - d) Continuous professional development (CPD) validated training
 - e) Non-CPD validated training
 - 4.1.5 Assessment:
 - a) Assessment of candidate applications
 - b) Preparation of candidates for interviews and or submission of reports or applications
 - c) Feedback on assessment
 - 4.1.6 Reporting:
 - a) Quarterly progress reports
 - b) Final report
 - 4.2 The mentorship service provider is required to take full responsibility for the mentorship approach, content and quality of the engagement sessions. All mentors must be fluent in English. Mentorship materials and engagement session must be in English.
 - 4.3 Training sessions can be outsourced or facilitated by content owners (such as statutory bodies).
 - 4.4 A Mentor shall be professionally registered and in good standing with the relevant statutory body and proof of such registration will be submitted to MISA before any mentorship is provided.
 - 4.5 The professional registration should be in force for the duration of the contract.
 - 4.6 Sub-contracting of the services to other companies or individuals is not permitted without prior written approval from MISA. A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
 - 4.7 The service provider should have the capacity to provide the mentoring services through both physical and virtual platforms.

5. ORGANISATION OF MENTORSHIP AND TRAINING SESSIONS

- 5.1 The service provider will be responsible for the complete organisation and scheduling of both mentorship and training sessions, including the following tasks:
- a) Development and distribution of mentorship and training schedules,
 - b) Issuing of notices for mentorship and training sessions,
 - c) Provision of mentorship and training; and
 - d) Provision of mentorship and training material.
- 5.2 Mentorship sessions will take place within municipal premises, venues and or sites. Venues for training sessions will be procured by MISA upon receiving requests from the service provider. MISA shall, through its Travel Agency, be responsible for booking training venues and providing catering for all participants.
- 5.3 The venue for a training event must be adequately equipped, modern and comfortable with proper audio-visual systems. The training provider will always ensure that training venues and material are, conspicuously, MISA branded. Depending on the requirements of the course offered, the training provider will recommend to MISA the need for syndicate rooms.

6. QUALITY ASSURANCE AND PROJECT MANAGER

- 6.1 The appointed mentorship provider shall ensure that the quality of the work is continuously monitored. Copies of feedback forms and results of the analysis of the feedback should be provided to MISA on a quarterly basis.
- 6.2 The mentorship provider shall appoint a quality assurer and a project manager who will be responsible for monitoring and management of the project. The project manager shall be a relationship manager and act as a single point of contact between MISA and the mentorship service provider. The relationship manager should respond to email queries and phone calls, from MISA and candidates, within 24 hours and resolve outstanding issues within three working days.
- 6.3 In the event that MISA is not satisfied with the performance or behavior of a mentor in the employ of the mentorship service provider, the provider will be obliged to supply a suitable replacement. The mentorship service provider will seek MISA's prior approval of the replacement, based upon an examination of the replacement's credentials.

7. CAPACITY EXPECTATIONS

- 7.1 As a minimum, bidders are expected to demonstrate capacity to provide mentorship in the following technical fields:
- a) Civil Engineering,
 - b) Electrical Engineering,
 - c) Construction and Project Management,
 - d) Town and Regional Planning,
 - e) Solid Waste Management, and
 - f) Property Valuation

8. DURATION OF MENTORSHIP AND TRAINING SESSIONS

- 8.1 Each candidate will be entitled to four mentorship sessions per year with one quarterly engagement. At least two of the four sessions should be face to face. Each engagement will last for two hours. The service provider will also provide feedback on each engagement. As a minimum, feedback will reflect on a candidate's progress against the WPTP and TERs.
- 8.2 Each candidate will be expected to attend four different training sessions per annum. The training courses will cover the following areas:
- a) Council specific training on registration process and candidature
 - b) Training on completion of TERs and application structure
 - c) Training on report writing, in terms of council requirements
 - d) Continuous professional development (CPD) validated training
 - e) Non-CPD validated training

9. SCHEDULES OF MENTORSHIP AND TRAINING COURSES

- 9.1 Once appointed, the service provider will submit (on an annual basis) a schedule of mentorship and training sessions (with cost estimates) for approval by MISA.
- 9.2 Each schedule will reflect the particulars of the candidates to be mentored or trained.
- 9.3 Bidders are expected to capture training courses' information in the table below:

Technical Field	Type of Training Course	
	CPD validated	Non-CPD Validated
Civil Engineering		
Electrical Engineering		
Construction and Project Management		
Town and Regional Planning		
Solid Waste Management		
Property Management		

10. PROJECT OUTPUTS AND OUTCOMES

- 10.1 Mentorship should be aligned to the learning outcomes set by relevant statutory bodies towards professional registration.
- 10.2 Each quarterly performance report should provide information on the progress, or lack thereof, made by each candidate towards satisfying learning outcomes or registration requirements.
- 10.3 The training courses offered should contribute towards the professional development of the participants through continuous professional development (CPD) points.
- 10.4 The training should assist in enhancing technical skills of municipal officials to plan, deliver, operate, and maintain infrastructure for water, sanitation, roads, storm-water drainage, electricity, and or solid waste.

11. PROJECT DURATION AND TIMEFRAMES

- 11.1 The appointed service provider will be contracted to provide mentorship services for a period of 36 months from the date of award.

12. COMPANY EXPERIENCE AND COMPETENCY

- 12.1. Detailed company profile with the following information:
 - a) Provide details of the head office location in the company profile.
 - b) Provide the year of the establishment of the business in the company profile.
 - c) Provide instances of company' experience to provide similar mentorship services as detailed in these TOR's.
- 12.2. At least 2 reference letters from the bidders' clients detailing mentorship services provided and successfully completed in the last 5 years. The letters must be dated, signed and on client's letterhead with adequate client contact information.
- 12.3. Proof of qualification for project team in the form of copies of certificates.
- 12.4. The project team that will be assigned to MISA must have a minimum of five (5) years' experience in providing similar mentorship services as described in the TORs.
- 12.5. Bidders are expected to use the table below to present the names and credentials of key personnel, namely the project manager, the quality assurer, and at least four mentors. The mentors should be from different technical fields.

Personnel	Name and Surname	Technical Field	Years of Mentorship Experience	Number of Similar Projects Undertaken	Statutory Body	Professional Registration Number
Project Manager						
Quality Assurer						
Mentors:						

13. EVALUATION OF PROPOSALS

The bid will be evaluated based on three stages:

- 13.1. First Stage: Mandatory Requirements
- 13.2. Second Stage: Technical Functionality
- 13.3. Price and Specific Goals

14. FIRST STAGE: MANDATORY REQUIREMENTS

ONLY those bidders who satisfy the following ELIGIBILITY CRITERIA and who provide the required evidence in their tender submissions, are eligible to submit tenders and have their tenders evaluated:

- 14.1. Joint Ventures/Consortiums shall submit a Joint Venture Agreement signed by all parties with a resolution by its directors indicating an authorised signatory to complete and sign the documents on behalf of the Joint Venture.
- 14.2. In the case of a subsidiary arrangement, the bidder shall submit audited proof (letter or shareholding certificate) of agreement between the holding company and the subsidiary.
- 14.3. The Bill of Quantities or Pricing schedule and or Form of offer/Total tender amount shall not contain correction fluid on them. Any wrong entry, in case of correction, must be cancelled by a single stroke and initialed by the Authorised signatory.
- 14.4. The tender documents issued by MISA must not be tampered and must remain intact.
- 14.5. The bidder must have validation as a mentorship service provider from at least one statutory body. A letter of validation or certificate of validation must be provided as evidence as prescribed by statutory bodies:
 - a) Engineering Council of South Africa (ECSA)
 - b) South African Council for the Project and Construction Management Professions (SACPCMP)
 - c) South African Council for Planners (SACPLAN)
 - d) South African Council for Natural Scientific Professions (SACNASP)
 - e) South African Council for Property Valuers (SACPVP)

OTHER CONDITIONS OF BID

- 14.6. The bidder must be registered on the Central Supplier Database (CSD) prior to the award.
- 14.7. All bidder's tax matters must be in order prior to award. Bidders' tax matters will be verified through CSD.
- 14.8. Should the bidder intend to sub-contract more than 25%, it is compulsory to submit valid B-BBEE certificates or a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths (for EMEs/QSEs) for all proposed sub-contractors. Failure will automatically result in no points awarded for B-BBEE, irrespective of the main bidder having submitted an original or certified copy of his/her own B-BBEE certificate.
- 14.9. A valid original or certified copy of B-BBEE Certificate issued by SANAS accredited Agency must be submitted with the tender OR a valid copy of a sworn affidavit attested by a commissioner of Oaths in terms of justices the peace and commissioners of oaths act 16 of 1963 as amended, prepared and issued in terms of the amended B-BBEE must be submitted with the tender in order to qualify for preference points for B-BBEE. In case of a joint venture or consortium a valid copy of a consolidated B-BBEE Certificate issued by SANAS accredited Agency must be submitted. Failure to comply, will automatically results in the non-awarding of points for B-BBEE.
- 14.10. Bidders that are EMEs or QSEs should make use of the attached compliant Sworn affidavits, to claim B-BBEE points. Generic sector codes or any other sector code sworn affidavits (which are not Construction Sector Codes) will not be accepted for purposes of claiming B-BBEE (Non eliminating, unless expressly mentioned in the document)
- 14.11. In cases where the key personnel have qualifications that were obtained outside South Africa, the bidder must submit a SAQA Verification Certification indicating the relevant equivalent South African Qualifications.

15. SECOND STAGE: TECHNICAL FUNCTIONALITY

The bidder that complies with ALL requirements in the first stage will be evaluated for Technical Functionality. Experience for key personnel will be evaluated post qualification as outlined in the relevant criteria below.

SELECTION CRITERIA	Maximum no. of points	Points Scored
1. Company validation by relevant statutory body (if applicable) as a mentorship service provider (Bidders are expected to submit proof from statutory bodies) a) The company is validated by one of the relevant statutory bodies. = 6 points b) The company is validated by more than one of the relevant authorities. = 8 points	8 Points	
2. Company Experience Evidence of the company's experience in the form of reference letters within the past five (5) years in implementing similar projects. Reference letters must be dated, signed and on client's letterhead with adequate client contact details. a) Less than 2 reference letters = 0 points b) 2 to 3 reference letters = 6 points c) 4 to 5 reference letters = 12 points d) More than 5 reference letters = 20 points	20 points	
3. Total number of CPD points-carrying training courses accredited or validated by the relevant statutory bodies. Submit proof of course accreditation or validation from statutory bodies. The bidder will be scored zero (0) for non-submission of proof of accreditation or validation. Use the table in paragraph 9.3. a) 3 accredited/validated CPD points-carrying courses from different disciplines/technical areas as indicated in table 9.3 = 3 points b) 4 to 5 accredited/validated CPD points carrying courses from different disciplines/technical areas as indicated in table 9.3 = 6 Points c) 6 or more accredited/validated CPD points carrying courses from disciplines/technical areas as indicated in table 9.3 = 10 Points	10 Points	
4. Total number of relevant non-CPD points-carrying training courses. The bidder will be scored zero (0) for non-submission of non-CPD points-carrying training courses. Use the table in paragraph 9.3.	10 points	

<p>a) 3 non-CPD points-carrying courses from disciplines/technical areas as indicated in table 9.3 = 3 points</p> <p>b) 4 to 5 non-CPD points carrying courses from different disciplines/technical areas as indicated in table 9.3 = 6 Points</p> <p>c) 6 or more non-CPD points carrying courses from different disciplines/technical areas as indicated in table 9.3 = 10 Points</p>		
<p>5. Experience of Project Manager (Proposed project leader/manager has experience of previously undertaking mentorship projects (references to be provided on the CV).</p> <p>a) Less than 5 years' experience of managing a mentorship programme or project = 0 points</p> <p>b) 5 years' experience of managing a mentorship programme = 5 points</p> <p>c) More than 5 years of managing a mentorship programme or project = 10 points</p>	10 Points	
<p>7. Highest qualification of Project Manager</p> <p>a) National Diploma/Degree = 3 points</p> <p>b) Honours or Post Graduate Diploma = 5 points</p> <p>c) Masters/Doctorate = 10 points</p>	10 Points	
<p>8. Number of different mentors professionally registered and in good standing with different statutory bodies</p> <p>a) Less than 4 different mentors professionally registered and in good standing with different statutory bodies = 0 points</p> <p>b) 4 different mentors professionally registered and in good standing with different statutory bodies = 6 points</p> <p>c) More than 4 different mentors professionally registered and in good standing with different statutory bodies = 10 points</p>	10 Points	
<p>9. Relevant Qualifications submitted for each of the 4 professionally registered and in good standing mentors (as per the technical fields under paragraph 12.5, namely, Civil Engineering, Electrical Engineering, Construction and Project Management, Town and Regional Planning, Solid Waste Management, and Property Valuation</p> <p>a) National Diploma/Degree = 1 point</p> <p>b) Honours or Post graduate Diploma = 2 points</p> <p>c) Masters/Doctorate = 3 points</p>	12 Points	
<p>10. Number of Experienced Mentors registered and in good standing with statutory bodies (with five or more years mentorship experience across the technical fields. Submit the CVs of the mentors)</p>	10 Points	

a) 1 mentor with 5 or more years' experience	= 3 points		
b) 2 to 3 mentors with 5 or more years' experience	= 6 points		
c) 4 mentors with 5 or more years' experience	= 10 points		
Total		100	

The threshold for this bid is **70 points**. Only bidders who meet and exceed the threshold score will proceed to the next stage of evaluation.

16. THIRD STAGE: PRICE AND SPECIFIC GOALS

During this phase, bid proposals that passed phase 2 will be further evaluated based on the Preferential Procurement Regulations 2022, will be used to evaluate this proposal as per the applicable threshold value.

Bid proposals will be evaluated based on the 80/20 preference points system in accordance with the PPPFA Act (Act no.5 of 2000), where a maximum of 80 points will be awarded in respect of price and a maximum of 20 points will be awarded for specific goals.

Points claimed will be according to bidder's specific goals as indicated in Table below:

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
Who are women	5
Who has disability	5
Who is a youth	5
B-BBBEE status level contributors from level 1 to 2 which are QSE or EME	5
Total scored points	20

"Specific goals": means specific goals as contemplated in section 2(1)(d) of the PPPFA Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination based on race, gender and disability including the implementation of programmes of the Reconstruction of Development Programme as published in *Government Gazette No.16085* date 23 November 1994

"Ownership" means the percentage ownership and control, exercised by individuals within and enterprise.

"Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform and activity in the manner, or within the range, considered normal for a human being.

- i. A blind person (in terms of the Blind Persons Act, 1968 (Act no 26 of 1968))
- ii. A deaf person, whose hearing is impaired to such, and extent that he/she cannot use it as a primary means of communication.

- iii. A person who, as a result of permanent disability, requires a wheelchair, calliper or crutch to assist him/her to move from one place or another.
- iv. A person who requires an artificial limb; or
- v. A person who suffers from a mental illness (in terms of the Mental Health Act, 1973 (Act NO. 18 of 1973))

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

Documents required for verification of points allocation are as follows:

Procurement Requirement	Required Proof Documents
Women	Full CSD Report
Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid certificate/ sworn affidavit Consolidated BEE certificate in cases of Joint Venture

17. COSTING

17.1. Bidders are expected to structure their costing as follows (Covering a 36-month period):

Item	Description	Quantity	Rate	Amount
1	Project Administration			
2	Registration of candidates			
3	Mentorship			
4	Supplementary Training			
5	Assessment			
6	Reporting			
7	Disbursements			
TOTAL (VAT INCLUSIVE)				R

17.1. Course delivery costs will be inclusive of general administrative overhead costs, training material, facilitation/training costs, assessment fees, and certification fees.

17.2. Bidders are not expected to include costs for venues and meals, since MISA will make provision for such. Venues for the courses shall be accessible and be arranged by MISA's Travel Agency.

17.3. The appointed service provider will be expected to provide mentorship services and supplementary training courses to 50 candidates over 36 months

- 17.4. MISA will supply the appointed service provider with the list of municipal officials to be mentored. Participating municipal officials will come from municipalities across the country.
- 17.5. Bidders are not expected to include costs for venues and meals, since MISA will make provision for such. Venues for the courses shall be accessible and be arranged by MISA's Travel Agency. Each training session will last for a maximum of two days.
- 17.6. NB: The appointed training service provider will be expected to conduct at least four training courses in one financial year. Each training course will cater for a maximum of 25 municipal officials. Any additional training course(s) will be per arrangement between MISA and the service provider.

18. MISA'S RIGHTS

- 18.1. MISA reserves the right to cancel this solicitation in whole or in part, at its sole discretion, at any time before the Agreement is fully executed,
- 18.1. This Bid does not commit MISA to award an Agreement, to pay any costs incurred by bidders in the preparation of their proposals submitted in response to this Bid, or to procure or contract for services,
- 18.2. MISA reserves the right to conduct vetting and verify the validity of all certificates,
- 18.3. MISA will reject any proposal as non-responsive that does not provide evidence of the specified mandatory requirements. MISA may or may not request additional information and clarification during the evaluation and selection process from any or all bidders regarding their proposals,
- 18.4. Municipal Infrastructure Support Agent (MISA) reserves the right to request the company's latest audited financial statement in order to ascertain financial stability of the bidder prior to the award of the bid,
- 18.5. MISA reserves the right to verify the authenticity of all documents requested.

19. REPORTING

- 19.1. The appointed bidder will report to the appointed Head: Capacity Building through the appointed MISA Project Manager. The detailed reporting requirements will be provided to the successful bidder during the contract negotiation and project inception.
- 19.2. The bidder must submit a written report to the Head: Capacity Building on specific problems, recommendations, improvement methods, work programme, personnel turnover, tenants' complaints, remedial actions taken and all other matters relating to provision of server services.

20. PAYMENTS

- 20.1. MISA does not pay any amount in advance. Only original signed invoices must be submitted for payments. The appointed service will be paid within 30 days after receipt of valid invoice, when the services have been fully rendered to the satisfaction of MISA, and this done by means of electronic transfer directly into the bidder's bank account.

21. BRIEFING SESSION

- 21.1. There will be a compulsory briefing session on **29 November 2024 at 10:00am**. At MISA Offices, Letaba House 1st floor at Main Boardroom, 1303 Heuwel Road, Riverside Office Park, Centurion, 0046.

22. SUBMISSION OF PROPOSALS

- 22.1. The Tender Documents must also include a soft copy (Memory Stick - all in PDF Format) of the proposal, and to reach the offices of the MISA before and must be enclosed in a sealed envelope clearly inscribed on the outside.
- 22.2. Tender documents are to be submitted to MISA Reception and deposited in the tender box. **(At MISA Offices, Letaba House, 1303 Heuwel Road, Riverside Office Park, Centurion, 0046.**
- 22.3. Please note that the tender closes punctually **at 11:00am**. No late submissions will be considered under any circumstances.

23. PERIOD FOR ACCEPTANCE OF PROPOSALS

- 23.1. To allow for adequate evaluation, MISA requires a response to this solicitation to be valid and irrevocable for **90 working days** after submission date and time.

24. COMMUNICATION WITH MISA OFFICIALS

- 24.1. Bidders and their representatives may not communicate with MISA officials except in writing. Bidders and their representatives must communicate in the manner set forth in this Bid. There shall be no communication with MISA officials except as may be reasonably necessary to carry out the procedures specified in this Bid. Nothing herein prohibits bidders and their representatives from making oral statements or presentations in public to one or more MISA officials during a public meeting.

25. CONFIDENTIALITY

- 25.1. All responses to this Bid become property of MISA and submissions after closing of bid may be subject to public inspection and disclosure in accordance with the MISA SCM Policy and provisions of applicable legislation.

26. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

- 26.1. Bidders must carefully examine the bid documents and in the event of doubt of anything contained in the documents:
All enquiries should be made at the briefing session and can also be made in writing five (5) working days before the closing date of the Bid. For queries, please contact the following person: Mr. Isaac Nthutang; E-mail: tenders@misa.gov.za

PART A (SBD 1) INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MUNICIPAL INFRASTRUCTURE SUPPORT AGENT					
BID NUMBER:	MISA/SCMR/014/2024/25	CLOSING DATE:	12 December 2024	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE MENTORSHIP SERVICES TO MUNICIPAL OFFICIALS TOWARDS PROFESSIONAL REGISTRATION WITH STATUTORY BODIES				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
1303 Heuwel Avenue,					
Riverside Office Park,					
Letaba House (FIRST FLOOR)					
Centurion, 0046					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT	SUPPLY CHAIN MANAGEMENT				
TELEPHONE NUMBER	012 848 5300				
E-MAIL ADDRESS	<u>tenders@misa.gov.za</u>				
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B - TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– BURSARY APPLICATION FORM (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER MAY BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, AND THE GENERAL CONDITIONS OF CONTRACT. REFER TO THE GENERAL CONDITIONS OF CONTRACT AT THE FOLLOWING WEB ADDRESS:

www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/default.aspx

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed, and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.

11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Only black ink is allowed for the completion of the bid document. Use of correcting fluid is prohibited.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. The bidder must initial each and every page of the bid document.

AUTHORITY TO SIGN A BID

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the Board of Directors, personally signed by the Chairperson of the Board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on

..... 20.....

..... (Full name)

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

.....(Name of Company).

IN HIS/ HER CAPACITY AS:

.....

SIGNED ON BEHALF OF COMPANY: (PRINT NAME)

SIGNATURE OF SIGNATORY:

DATE:

WITNESSES: 1 **DATE:**

2 **DATE:**

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned (Full name)
hereby confirm that I am the sole owner of the business trading as:

..... (Name of
Business)

SIGNATURE **DATE**

C. PARTNERSHIP

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

FULL NAME OF PARTNER	RESIDENTIAL ADDRESS	SIGNATURE

We, the undersigned Partners in the business trading as

..... (name of partnership)

hereby authorise (full name) to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and/ or contract on behalf of

SIGNATURE **DATE**.....

SIGNATURE **DATE**.....

SIGNATURE **DATE**.....

D. CLOSE CORPORATION

In the case of a Close Corporation submitting a bid, a certified copy of the Founding/ Amended Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on

..... 20.....

.....
(Full name)

whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

.....
(Name of Close Corporation)

Trading as

.....
(Trading name).

IN HIS/ HER CAPACITY AS:

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

..... (PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1 **DATE:**

2 **DATE:**

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20.....

.....(Full name) whose signature

appears below, has been authorised to sign all documents in connection with this bid on behalf of

.....
(Name of cooperative)

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/ HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

.....

FULL NAME IN BLOCK LETTERS:

.....

WITNESSES: 1

DATE:

2

DATE:

F. JOINT VENTURE

If a bidder is a Joint Venture, a certified copy of the resolution/ agreement passed/ reached, signed by the duly authorised representatives of the entities, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and /or contract on behalf of the Joint Venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the Joint Venture partners

on.....20.....
..... (Full name)
..... (Full name)
..... (Full name)
.....
(Full name)

whose signatures appear below have been duly authorised to sign all documents in connection with this bid on behalf of:

..... (Name of
Joint Venture)

IN HIS/ HER CAPACITY AS:

SIGNED ON BEHALF OF (ENTITY NAME):

.....

SIGNATURE: **DATE:**

IN HIS/ HER CAPACITY AS:

.....

SIGNED ON BEHALF OF (ENTITY NAME):

.....

SIGNATURE: **DATE:**

IN HIS/ HER CAPACITY AS:

.....

SIGNED ON BEHALF OF (ENTITY NAME):

.....

SIGNATURE: **DATE:**

IN HIS/ HER CAPACITY AS:

.....

SIGNED ON BEHALF OF (ENTITY NAME):

.....

SIGNATURE: **DATE:**

IN HIS/ HER CAPACITY AS:

.....

G. CONSORTIUM

If a bidder is a Consortium, a certified copy of the resolution/ agreement passed/ reached, signed by the duly authorised representatives of concerned entities, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/ or contract on behalf of the Consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the Consortium on

.....20.....

..... (Full name)

whose signature appears below have been duly authorised to sign all documents in connection with this bid on behalf of:

.....
(Name of Consortium)

IN HIS/ HER CAPACITY AS:

.....

SIGNATURE: **DATE:**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

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

3.3 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 consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 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.

² 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.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

-

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this bid is the 80/20 preference point system.
- b) Either the 80/20 preference point system will be applicable in this bid. The lowest/ highest acceptable bid will be used to determine the accurate system once bids are received.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20

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

Where

- Ps = Points scored for price of bid under consideration
Pt = Price of bid under consideration
Pmax = Price of highest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the bid. For the purposes of this bid the bidder will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this bid:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the bid documents, stipulate in the case of—

(a) an invitation for bid for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable bid will be used to determine the applicable preference point system; or

(b) any other invitation for bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable bid will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this bid	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the bidder)
Who are women (51% or more)	5	
Who has disability (51% or more owned)	5	
Who is a youth (18 to 35 years) (51% or more owned)	5	
B-BBBEE status level contributors from level 1 to 2 which are QSE or EME	5	
Total scored points	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the bid, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

<p>.....</p> <p>SIGNATURE(S) OF BIDDER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

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

2. **Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but **excluding immovable property**, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, Special Conditions of Contract are also laid down to cover specific Vendors, 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.

4. Standards

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

5. Use of Contract Document and Information; Inspection

- 5.1 The Vendor 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 Vendor 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 Vendor 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 Vendor's performance under the contract if so required by the Purchaser.
- 5.4 The Vendor shall permit the Purchaser to inspect the Vendor's records relating to the performance of the Vendor and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.

6. Patent Rights

- 6.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies MISA against any claims arising there from.
- 6.2 The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the Purchaser.

7. Performance Security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Vendor'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 Vendor not later than thirty (30) days following the date of completion of the Vendor's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspection, Tests and Analysis

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

9. Packaging

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

10. Delivery and Documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The Vendor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - c) furnishing of a detailed operations and maintenance manual for each appropriate component 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 Vendor of any warranty obligations under this contract;
 - e) training of the Purchaser's personnel, at the Vendor's plant; and /or
 - f) on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the Vendor 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 Vendor for similar services.

14. Spare Parts

- 14.1 Specified in SCC, the Vendor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Vendor:
- a) such spare parts as the Purchaser may elect to purchase from the Vendor, provided that this election shall not relieve the Vendor 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 Vendor warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Vendor further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Vendor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Purchaser shall promptly notify the Vendor in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Vendor shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Purchaser.
- 15.5 If the Vendor, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Vendor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Vendor under this contract shall be specified in SCC.
 - 16.2 The Vendor 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 Vendor.
- 10.3 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the Vendor for goods/works delivered and/or services rendered under the contract shall not vary from prices quoted by the Vendor in this bid, with an exception of any price adjustments authorized in SCC or Purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

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

19. Assignment

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

20. Subcontractors

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

21. Delay in Vendor's Performance

- 21.1 Delivery of the goods/works and/or performance of services shall be made by the Vendor 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 Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the Vendor 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 Vendor's notice, the Purchaser shall evaluate the situation and may at his discretion extend the Vendor's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have essential services executed if an emergency arises, the Vendor's point of supply is not situated at or near the place the supplies are required, or the Vendor's supplies or goods are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the Purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the Vendor'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 Vendor.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the Vendor fails to deliver any or all of the goods/works and/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/works and/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 Vendor, may terminate this contract in whole or in part:
- a) if the Vendor 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 Vendor fails to perform any other obligation(s) under the contract; or
 - c) if the Vendor, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the Purchaser terminates the contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods/works and/or services similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar goods/works and/or services. However, the Vendor 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 Vendor by prohibiting such Vendor 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 Vendor or any person associated with the Vendor, the Vendor 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 Vendor fail to respond within the stipulated fourteen (14) days the Purchaser may regard the intended penalty as not objected against and may impose it on the Vendor.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the Purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the Vendor and / or person restricted by the Purchaser;

- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-Dumping and Countervailing Duties and Rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the vendor 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 as a result of an event of Force Majeure.
- 26.2. If a force majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor 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 on Insolvency

- 26.1 The Purchaser may at any time terminate the contract by giving written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, 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 Vendor 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 Vendor may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the Purchaser shall pay the Vendor any monies due the Vendor.

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 Vendor 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 Vendor to pay penalties and/or damages to the
b) Purchaser; and
c) the aggregate liability of the Vendor to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

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

30. Applicable Law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the Vendor 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 Vendor 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 Vendor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Purchaser must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Programme

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

34. Prohibition of Restrictive Practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the Purchaser, has / have engaged in the restrictive practice referred to above, the Purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the Purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SIGNATURE: DATE:

(of person authorized to sign on behalf of the Bidder)

SPECIALTERMS AND CONDITIONS

The bid is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the General Conditions of Contract. The Special Terms and Conditions are supplementary to that of the General Conditions of Contract. Where, however, the Special Terms and Conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions prevail as well as those contained in the Terms of Reference.

- (a) Bidder/s must ensure that they are fully aware of all the conditions contained in this bid document.
- (b) Only bidders that fully meet the specifications and all conditions will be considered.

CONDITIONS OF BID

The bid is issued in accordance with the following conditions:

ACCEPTANCE OF A BID

Municipal Infrastructure Support Agent (MISA) is under no obligation to accept any bid.

The financial standing of a bidder and its ability to supply goods or render services may be examined before the bid is considered for acceptance.

Bidders must note that MISA is committed to ensuring compliance with the government’s principles of, *inter alia*; promoting employment and advancing the social and economic welfare of all South Africans and promoting equitable participation of small and medium-sized enterprises in government projects/contracts. MISA shall, where appropriate, strive to avoid creating a monopoly by any service provider over the projects to be undertaken by MISA’s evaluation criteria.

Municipal Infrastructure Support Agent will enter into Service Level Agreement(s) with the successful bidder(s).

Bidders must comply with safety regulations at all times, during operations for the contract’s duration.

As a Bid submission condition, Bidders are required to submit a USB containing a Scanned Copy of the Tender Offer and accompanying Supporting Documentation.

B-BBEE STATUS LEVEL

A status level verification certificate or sworn affidavit (for Exempt Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs) must be submitted in order to qualify for preference points.

COMPLIANCE WITH SPECIFICATION

Offers must comply strictly with the specification.

Offers exceeding specification requirements will be deemed to comply with the specification.

The quality of services/ supply must not be less than what is specified.

DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

Complete applicable returnable schedule (Annexure B), hereunder.

Details of current contracts held by the bidder relating to the nature of goods and services mentioned in this bid.

The bidder must provide client reference letters on a client letterhead furnishing the following details of the contracts.

- i. Date of commencement of contract/s;
- ii. Expiry date/s;
- iii. Value per contract;
- iv. Contract details such as with whom held, details of the contract, phone number, facsimile number, email address and physical and postal address/es of the entity; and
- v. A summary of the functions/activities that were performed as part of the contract.

LATE BIDS

Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

ONLY ONE OFFER RECEIVED

Where only 1 offer is received, Municipal Infrastructure Support Agent will determine whether the price is fair and reasonable. Proof of reasonableness will be determined as follows:

- (i) Comparison with prices, after discounts, to the bidder's other normal clients and the relative discount that the State enjoys;
- (ii) Where this is not possible, profit before tax based on a full statement of relevant costs; and
- (iii) In all cases, comparison with previous bid prices where these are available.

REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)

A bidder submitting an offer must be registered on the Central Supplier Database. A bidder who has submitted an offer and is not registered on the Central Supplier Database will not be considered.

Each party to a joint venture/ consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

TAX COMPLIANCE REQUIREMENTS

Bidders must ensure compliance with their tax obligations.

No award may be made to any bidder who is not tax compliant either on the Central Supplier Database or SARS eFiling system at the time of finalisation of the award of the bid.

TRUST, CONSORTIUM OR JOINT VENTURE

In terms of the Preferential Procurement Policy Framework Act and Regulations, as amended, a Trust, Consortium or Joint Venture must submit a consolidated Status Level Verification Certificate for every separate bid.

A separate B-BBEE Certificate must be submitted by each company participating in the Trust, Consortium or Joint Venture.

The non-submission of a B-BBEE Certificate by a Trust, Consortium or Joint Venture will result in zero (0) preference points being allocated for evaluation purposes.

Should this bid be submitted by a Joint Venture, the Joint Venture agreement must accompany the bid document.

The Joint Venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

The Joint Venture/Consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the Joint Venture/ Consortium, nomination of an authorised person to represent the Joint Venture or Consortium in all matters relating to this bid and the details of the bank account for payments to be effected.

No award will be made to a Trust/ Joint Venture/ Consortium that is not tax compliant at the finalisation of the award.

For verification purposes, each party must submit separate proof of TCS/ PIN / CSD number.

VALIDITY PERIOD OF BID AND EXTENSION THEREOF

The validity (binding) period for the bid will be **90 days** from close of bid. However, circumstances may arise whereby MISA may request bidders to extend the validity period. Should this occur, MISA will request bidders to extend the validity period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity period.

