



cooperative
governance

Department
Cooperative Governance
REPUBLIC OF SOUTH AFRICA



MUNICIPAL INFRASTRUCTURE
SUPPORT AGENT

Turkey, Creating a Better Tomorrow

MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

Letaba House, Riverside Office Park, 1303 Heuwel Avenue, Centurion, 0046

Private Bag X105, Centurion, 0046 Tel: 012-848-5300

REQUEST FOR PROPOSALS (RFP)

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE FINANCIAL MANAGEMENT AND SUPPLY CHAIN MANAGEMENT RISK MANAGEMENT AND COMPLIANCE SUPPORT TO THE MUNICIPAL INFRASTRUCTURE SUPPORT AGENT (MISA)

Beneficiary	Municipal Infrastructure Support Agent (MISA)
Enquiries (all enquiries should be in writing)	Supply Chain Management 012 848 5300 tenders@misa.gov.za All enquiries should be forwarded within 10 days before the closing date. Late enquiries may not be addressed.
Postal Address	1303 Heuwel Avenue, Riverside Office Park, Letaba House Centurion 0046
Project Name	Appointment of a Service Provider to Provide Financial Management and Supply Chain Management risk management and compliance support in the Municipal Infrastructure Support Agent (MISA)
Reference No.	MISA/FMSCM/008/2023/24
Compulsory Briefing Date & Time	22/11/2023 @ 10H00
Closing Date & Time	06/12/2023 @ 11H00
Name of the Tenderer:	
Tendered Amount	
B-BBEE Status Levels	

Contents

1. PART A (SBD1)	3
2. TERMS AND CONDITIONS FOR BIDDING	4
3. BACKGROUND	7
4. PURPOSE OF THESE TERMS OF REFERENCE	8
5. SCOPE OF WORK, REQUIREMENTS, EXPERIENCE AND COMPETENCIES OF CONSULTANTS IN SUPPLY CHAIN MANAGEMENT COMPONENT.....	8
6. EXPECTANCIES OF THE PROFESSIONAL SERVICE PROVIDER.....	13
EXPECTANCIES OF MUNICIPAL INFRASTRUCTURE SUPPORT AGENT	13
7. DURATION OF CONTRACT AND FINANCIAL PROPOSAL	14
8. CONFIDENTIALITY	14
9. APPOINTMENT OF THE SERVICE PROVIDER.....	14
10. EVALUATION CRITERIA.....	14
11. PRICING SCHEDULE	19
12. AUTHORITY TO SIGN A BID.....	20
13. GENERAL CONDITIONS OF CONTRACT	36
14. SPECIALTERMS AND CONDITIONS.....	47
15. REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)	49
16. REPORTING	50
17. MONITORING AND EVALUATION.....	50
18. PAYMENTS	51
19. COMPULSORY BRIEFING SESSION.....	51
20. SUBMISSION OF PROPOSALS.....	51
21. PERIOD FOR ACCEPTANCE OF PROPOSALS	51
22. MODIFICATION, WITHDRAWAL, MISTAKES, AND MINOR INFORMALITIES	51
23. COMMUNICATION WITH MISA OFFICIALS.....	52
24. CONFIDENTIALITY	52
25. QUESTIONS AND REQUESTS FOR CLARIFICATIONS	52

1. PART A (SBD1)

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

BID NUMBER:	MISA/FMSCM/008/2023/24	CLOSING DATE:	06 December 2023	CLOSING TIME:	11H00
-------------	------------------------	---------------	------------------	---------------	-------

DESCRIPTION

Appointment of a Service Provider to Provide Financial Management and Supply Chain Management risk management and compliance support in the Municipal Infrastructure Support Agent (MISA) as and when required basis for a period of two years.

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 **tenders@misa.gov.za**

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]

☐ Yes

☐ No

B-BBEE STATUS LEVEL SWORN AFFIDAVIT

[TICK APPLICABLE BOX]

☐ Yes

☐ No

A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<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)?
☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?
☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

2. 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.

3. BACKGROUND

- 3.1 The Municipal Infrastructure Support Agent (MISA) is a Government Component, within the Ministry for Cooperative Governance and Traditional Affairs (CoGTA). It is a Schedule 3 entity regulated in terms of the Public Service Act, of 1994, as amended.
- 3.2 The component is an integral part of MISA of Cooperative Governance's programme towards improving municipal infrastructure provisioning and maintenance for accelerated service delivery, in line with the objectives of the Local Government Turnaround Strategy.
- 3.3 MISA's primary function is to support municipalities in infrastructure planning, development and management, operations and maintenance, as well as building technical capacity for effective service delivery and management of municipal infrastructure.
- 3.4 The Public Finance Management Act (PFMA), Act No. 1 of 1999, was established to regulate financial management in the national government and provincial governments; to ensure that all revenue, expenditure, assets and liabilities of those governments are managed efficiently and effectively; to provide for the responsibilities of persons entrusted with financial management in those Governments; and to provide for matters therewith.
- 3.5 Additionally, Section 217(1) of the Constitution of the Republic of South Africa, 1996, requires the accounting officer of any state institution to ensure that a system of procurement is implemented, which is fair, equitable, transparent, competitive, and cost-effective.
- 3.6 As an Institution, MISA has successfully obtained a clean audit outcome for five (5) consecutive financial years and abides by the relevant prescriptive legislative mandates that are pertinent to its operational environment.
- 3.7 Having received such, MISA has been further tasked with the management of a number of key strategic projects to be undertaken by the National Government,

including the management and provisioning of technical expertise and support for the rollout of key large-scale infrastructure development projects.

4. PURPOSE OF THESE TERMS OF REFERENCE

- 4.1 It is the intention of MISA to appoint an experienced, appropriately resourced Professional Service Provider (PSP) to augment its existing capacity at Supply Chain Management component of the entity with appropriately qualified and experienced individuals to support the entity to execute its expanded objectives.
- 4.2 The successful bidder is expected to deploy a total of six (6) consultants, one at Director level and 5 at Deputy Director level to support MISA's Supply Chain Management component. The consultants appointed through this RFP will be required to be based at the MISA offices as and when required as well as on a full-time basis throughout the duration of the contract.
- 4.3 It is expected that the appointed PSP will ensure that skills transfer to applicable MISA employees is provided, while balancing and augmenting the capacity of MISA's Supply Chain Management component.
- 4.4 Proposed fees for professional services required, supported by a detailed cost breakdown must be provided for the different levels of resources that form part of the project team carrying out the assignment on behalf of the bidder.
- 4.5 Bidders are required to submit a detailed company profile, previous similar experience, approach and/or methodology, as well as names and detailed curriculum vitae of personnel to be deployed and copies of qualifications.

5. SCOPE OF WORK, REQUIREMENTS, EXPERIENCE AND COMPETENCIES OF CONSULTANTS IN SUPPLY CHAIN MANAGEMENT COMPONENT

The successful bidder will be required to provide the following resources with experience and expertise within the Public Sector Project Management, Financial Management and Supply Chain Management disciplines to MISA:

Year 1

Description and Level of Resource	No. of Resources per Level	Total Hours for Year 1	Duration
Consultant – Financial Management (Director Level)	1	1280	8 months
Consultant – Compliance and Risk Management - Supply Chain Management (Deputy Director Level)	1	1920	12 months

Description and Level of Resource	No. of Resources per Level	Total Hours for Year 1	Duration
Consultant – Compliance and Risk Management - Supply Chain Management (Deputy Director Level)	1	1920	12 months
Consultant – Acquisition Management - Supply Chain Management (Deputy Director Level)	1	1920	12 months
Consultant – Acquisition Management - Supply Chain Management (Deputy Director Level)	1	1920	12 months
Consultant – Asset Management - Supply Chain Management	1	1280	8 months

Year 2

Description and Level of Resource	No. of Resources per Level	Total Hours for Year 2	Duration
Consultant – Compliance and Risk Management - Supply Chain Management (Deputy Director Level)	1	1920	12 months
Consultant – Acquisition Management - Supply Chain Management (Deputy Director Level)	1	1920	12 months

DUTIES & RESPONSIBILITIES OF CONSULTANT – FINANCIAL MANAGEMENT--:

The successful bidder will be required to provide a Consultant in Financial Management (Director) to assist the directorate to undertake the following on an as and when basis throughout the duration of the contract:

- Manage the entire project and submit weekly/monthly reports to the MISA Project Manager;
- Review the Interim and Annual Financial Statements;
- Manage/Supervise MISA officials tasked with the compilation of supporting schedules to the Interim and Annual Financial Statements Financial Statements;
- Review and support to MISA officials in the preparation of Bank Reconciliation Statements on a monthly basis;
- Review and assist in the preparation of payroll reconciliations for submission to the Chief Financial Officer (CFO);

- Provision of technical advisory support to prepare the entity for both interim and annual audits undertaken, addressing of queries raised and preparation of responses to finance findings, if applicable;
- Compilation of the budget variance report for submission to CFO on a monthly basis;
- Assistance and support in the implementation of policies and systems in respect of revenue management, expenditure management and monitoring of payments in line with Government regulations and Service Level Agreements;
- Provision of technical expertise in terms of financial modelling, financial viability assessments and monitoring of expenditure for key strategic projects, together with assisting in the reporting of such information to relevant stakeholders;
- Advisory services in the establishment of key projects from a Strategic and Financial Management perspective to explore the various methods of transacting to ensure major infrastructure build programmes are funded, executed and brought to fruition to realise the objectives contained in the Annual Performance Plan and Operational Plans; and
- Any other financial related work that may be required from him/her.

DUTIES & RESPONSIBILITIES OF CONSULTANTS – SUPPLY CHAIN MANAGEMENT – COMPLIANCE AND RISK MANAGEMENT

The successful bidder will be required to provide a Consultants in Supply Chain Management to assist Compliance and Risk management sub-directorate to undertake the following on an as and when basis throughout the duration of the contract:

- Develop, implement and maintain the supply chain management risk and compliance system, oversee and manage the overall supply chain management risk operations;
- Review the supply chain performance areas in terms of risk and compliance and make recommendations to improve the efficiency and effectiveness of the supply chain management component;
- In the area of SCM risk management, the term 'management of risk' incorporates all the activities required to identify and control risks that may have an impact on (i) the award of the bid, (ii) the successful bidder being able to deliver and (iii) the SCM contract being able to be executed and managed;
- The incumbent should ensure that SCM compliance and risk services is done in accordance with the MISA Supply Chain Management policy and legislative mandates;
- Review SCM policy and Standard operating procedures to close risk areas and manage compliance within the SCM component;

- Provide SCM component with advice and guidance in line with Treasury regulations and SCM prescripts;
- Ensure effective bid committees' establishment with clearly defined roles, functioning in accordance with applicable legislative requirements to minimise risk and increase compliance in bid committees;
- Act as advisory in the risk and compliance areas within SCM;
- Review bid evaluation reports for compliance to bid adjudication committee;
- Review bid files for all tenders, RFQ's and quotations for compliance with SCM policies, prescripts and applicable laws;
- Ensure that bid documents are properly managed and filed;
- Complete SCM risk universe and risk response plan; and
- Ensure timely and relevant supply chain risk and compliance information reported to relevant stakeholders are in compliance with departmental policies and procedures and applicable legislatives;

DUTIES & RESPONSIBILITIES OF CONSULTANT – SUPPLY CHAIN MANAGEMENT – ACQUISITIONS AND LOGISTICS MANAGEMENT:

The successful bidder will be required to provide a Consultant in Supply Chain Management to assist the Acquisitions and Logistics Management sub-directorate to undertake the following on an as and when basis throughout the duration of the contract:

- Drafting of inputs into the Policies and standard operating procedures to guide the system of Acquisitions and Supply Chain Management whilst ensuring an effective internal control environment is maintained and aligned to legislative prescripts;
- Implementation of the approved sourcing strategy for key projects, aligned to the Office of the Chief Procurement Officer Framework for Strategic Procurement;
- Oversight to ensure that a rotational selection of suppliers for goods, works and/ or services procured using the National Treasury Central Supplier Database which is being implemented for all quotations sourced;
- Review of pre-qualification and mandatory compliance evaluation of bids submitted;
- Ensuring that all bids whose validity periods are close to expiring are extended accordingly, where the need arises, and in compliance with relevant legislative prescripts;
- Technical Assistance to the Bid Evaluation Committee in the tabling of Bids for evaluation purposes and providing guidance in the evaluation of qualifying tenders;

- Drafting and tabling of the BEC report, together with all pertinent information, including the evaluation scorecards, etc.
- Ensuring Tabling of BEC reports at the Bid Adjudication Committee for final adjudication;
- Facilitation of price negotiations and bidder presentations of bids submitted to the Negotiations Committee;
- Publication of the outcome of the Bid Evaluation and Adjudication processes, including the publication of awards, written correspondence with tenderers, etc.
- Ensure the review of bids and quotations processed by the Acquisitions Management component;
- Assist the entity in improving the reliability of SCM information for reporting purposes;
- Assist in the compilation and maintenance of a deviations register for all procurement transactions which have not followed the prescribed procedure, including reasons for such and accounting officer's approval to deviate (if applicable); and
- Provision of technical advisory support to prepare the entity for both interim and annual audits undertaken, addressing of queries raised and preparation of responses to findings, if applicable.

DUTIES & RESPONSIBILITIES OF CONSULTANTS – SUPPLY CHAIN MANAGEMENT –: ASSET MANAGEMENT

The successful bidder will be required to provide a Consultants in Supply Chain Management Asset management sub-directorate to undertake the following on an as and when basis for a period of 8 months:

- Design and develop asset management systems, policies, perform strategic and annual physical asset management planning;
- Monitor and review the capturing of all assets in the asset management registers;
- Confirm the existence and use of assets in the asset register, utilise appropriate audit procedures in verifying the assets;
- Conduct and plan quarterly and annual assets verifications;
- Investigate surpluses and shortages, and Capture balance adjustments;
- Ensure assets are Bar-coded and updated on the asset register;
- Maintain an asset document filing system;

- Ensure that the asset disposal processes are done regularly and according to the asset management policy and standard operating procedures;
- Prepare the asset note to the financial statements;
- Attend to audit queries from internal and external auditors; and
- Render secretariat services to the Loss Control Committee.

6. EXPECTANCIES OF THE PROFESSIONAL SERVICE PROVIDER

The successful bidder appointed as the Professional Service Provider (PSP) for the fulfilment of this contract is expected to provide MISA with the following:

- Appropriately qualified and experienced individuals in line with the requirements contained in the evaluation matrix;
- Provide proof of its prior experience in having conducted similar assignments within the Public Sector;
- Provide as part of the technical proposal a methodology and approach statement illustrating how the associated duties and responsibilities, combined with any systems, will be utilised to meet the requirements of the entity;
- Provision of a system or systems for the streamlining of various business processes to optimize the internal control environment and underlying business processes to ensure the entity is able to deliver on its mandate optimally;
- Enter into a Service Level Agreement (SLA) with MISA which is performance based;
- The required resources will be based at MISA Head Office in Centurion, on an as and when basis;
- In case there are any changes in terms of key personnel, a prior approval in writing should be obtained from MISA; and
- Bidders are to submit 2 hard copies (the original and a copy of the original) of the tender document, and 1 soft copy (memory stick) of the tender document.

EXPECTANCIES OF MUNICIPAL INFRASTRUCTURE SUPPORT AGENT

The successful bidder appointed as the Professional Service Provider (PSP) for the fulfilment of this contract should expect MISA to provide them with the following:

- Necessary support, software, laptops, and office space for the individuals deployed to the assignment.

7. DURATION OF CONTRACT AND FINANCIAL PROPOSAL

The successful bidder will be appointed to provide Project Management, Financial Management and Supply Chain Management support for a period of twenty-four (24) months from the date of appointment. Service providers are required to submit a table of hourly rates based on 160 working hours per month (inclusive of VAT) for the resources to be deployed at MISA.

The service providers must indicate the total bid price over the period of twenty-four (24) months. The resources need to be deployed at MISA offices to support the affected components on an as and when basis.

8. CONFIDENTIALITY

- 8.1 Due to the sensitive information that is usually handled in the Supply Chain Management component, the service provider and its consultants will sign a confidentiality and non-disclosure agreement as part of the Service Level Agreement entered into.

9. APPOINTMENT OF THE SERVICE PROVIDER

- 9.1 The selection of the service provider is solely at the discretion of MISA and will be based mainly on the following consideration points amongst others:

- Demonstration of appropriately qualified and experienced project team members in line with the requirements set out in the evaluation scorecard below;
- Approach and Methodology of undertaking the work;
- Skills transfer plan to MISA employees; and
- Demonstration of relevant technical experience and competence in the field of Financial Management and Supply Chain Management in the public sector.

10. EVALUATION CRITERIA

Bids are invited on the basis of submission of a proposal and will be evaluated in three stages, namely Administrative and Mandatory requirements, Functionality, Price and specific goals

10.1 FIRST STAGE – ADMINISTRATIVE AND MANDATORY REQUIREMENTS

Prospective service providers must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. Bidders who fail to comply with all administrative and mandatory requirements will be disqualified.

Administrative Requirements

10.1.1 SBD 1, SBD3.3, SBD4, SBD 6.1 and Pricing schedule, must be fully completed and signed.

10.1.2 Bidders must attend physical compulsory briefing session and bidders name must appear in MISA briefing register.

Mandatory Requirements:

10.1.3 In case of a Joint Venture, a written agreement between the parties which must clearly set out the roles and responsibilities of each member and include a resolution of each company of the Joint Venture together with a resolution by its directors authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.

10.2. SECOND STAGE - FUNCTIONALITY EVALUATION

The following criteria and weights will be applied when bids are evaluated on functionality:

NO.	REQUIRED COMPETENCIES	MAX POINTS
1.	Consultant – Financial Management - Qualifications Relevant minimum NQF Level 8 qualification or higher in the field of Commerce and preferably be a Qualified Chartered Accountant (CA(SA) registered with SAICA. Postgraduate Degree – NQF Level 8 = 10 points Master's degree and above or Qualified CA(SA) registered with SAICA. – NQF Level 9 =15 points	15 Points
2.	Consultant – Financial Management - Experience Number of years' experience in Public Sector Financial Management, and at a Senior Management level: Less than 5 years = 0 points 5 years = 6 points Above 5 years to 10 years = 8 points Above 10 years = 10 points	10 Points
3.	Consultant– Compliance and Risk Management (1) – Qualifications Relevant minimum NQF Level 6 qualification or higher in the field of Commerce, Law or SCM/Risk and Compliance/auditing National Diploma – NQF Level 6 = 3 Points Degree / B- Tech – NQF Level 7 = 4 points Postgraduate Degree – NQF Level 8 = 5 points	5 Points
4.	Consultant – Compliance and Risk Management (1)- Experience Number of years' experience in Public Sector SCM, specifically in Compliance and Risk Management, and at a Middle Management level: Less than 3 years = 0 points 3 years = 3 points Above 3 years to 5 years = 4 points Above 5 years = 5 points	5 Points

NO.	REQUIRED COMPETENCIES	MAX POINTS
5.	Consultant – Compliance and Risk Management (2)- Qualifications Relevant minimum NQF Level 6 qualification or higher in the field of Commerce, Law or SCM/Risk and Compliance/Auditing National Diploma – NQF Level 6 = 3 Points Degree / B- Tech – NQF Level 7 = 4 points Postgraduate Degree – NQF Level 8 = 5 points	5 Points
6.	Consultant – Compliance and Risk Management (2) – Experience Number of years' experience in Supply Chain Management in the Public Sector, specifically in Compliance and Risk Management, and at a Middle Management level: Less than 3 years = 0 points 3 years = 3 points Above 3 years to 5 years = 4 points Above 5 years = 5 points	5 Points
7.	Consultant – Acquisition Management (1) – Qualifications Relevant minimum NQF Level 6 qualification or higher in the field of Commerce or SCM or Public Admin. National Diploma – NQF Level 6 = 3 Points Degree / B- Tech – NQF Level 7 = 4 points Postgraduate Degree – NQF Level 8 = 5 points	5 Points
8.	Consultant – Acquisition Management (1) – Experience Number of years' experience in Supply Chain Management in the Public Sector, specifically in Acquisitions at a Middle Management level: Less than 3 years = 0 points 3 years = 3 points Above 3 years to 5 years = 4 points Above 5 years = 5 points	5 points
9.	Consultant – Asset Management (1) – Qualifications Relevant minimum NQF Level 6 qualification or higher in the field of Accounting or Financial Management or Asset Management. National Diploma – NQF Level 6 = 3 Points Degree / B- Tech – NQF Level 7 = 4 points Postgraduate Degree – NQF Level 8 = 5 points	5 Points
10.	Consultant – Asset Management (1) – Experience Number of years' experience in Supply Chain Management in the Public Sector, specifically in Asset Management, and at a Middle Management level: Less than 3 years = 0 points 3 years = 3 points Above 3 years to 5 years = 4 points Above 5 years = 5 points	5 points
11.	Methodology/Approach Paper:	10 Points

NO.	REQUIRED COMPETENCIES	MAX POINTS															
	<p>The scoring of the approach paper will be as detailed hereunder:</p> <table> <tr> <th>Evaluating Point</th><th>Assessment Criteria</th><th>Maximum allocated point(s)</th></tr> <tr> <td>Methodology to be adopted</td><td>Project knowledge, demonstration, and clear understanding of the project objectives (2), and presentation of the organogram (2)</td><td>4 points</td></tr> <tr> <td>Project implementation schedule/Programme</td><td>Identified milestones with project plan or timelines (2). Adequacy of understanding of project risks and appropriateness of proposed mitigation measures. (2)</td><td>4 points</td></tr> <tr> <td>Skills Transfer</td><td>Demonstration of skills transfer will be conducted (2)</td><td>2 points</td></tr> <tr> <td></td><td>TOTAL</td><td>10 POINTS</td></tr> </table>	Evaluating Point	Assessment Criteria	Maximum allocated point(s)	Methodology to be adopted	Project knowledge, demonstration, and clear understanding of the project objectives (2), and presentation of the organogram (2)	4 points	Project implementation schedule/Programme	Identified milestones with project plan or timelines (2). Adequacy of understanding of project risks and appropriateness of proposed mitigation measures. (2)	4 points	Skills Transfer	Demonstration of skills transfer will be conducted (2)	2 points		TOTAL	10 POINTS	
Evaluating Point	Assessment Criteria	Maximum allocated point(s)															
Methodology to be adopted	Project knowledge, demonstration, and clear understanding of the project objectives (2), and presentation of the organogram (2)	4 points															
Project implementation schedule/Programme	Identified milestones with project plan or timelines (2). Adequacy of understanding of project risks and appropriateness of proposed mitigation measures. (2)	4 points															
Skills Transfer	Demonstration of skills transfer will be conducted (2)	2 points															
	TOTAL	10 POINTS															
12.	<p>Company Experience: A minimum of seven (7) years' experience in consulting work is required in conducting Supply Chain Management or Finance. Furnish a minimum of five (5) reference letters from contactable and verifiable references in the company's letterhead. A reference letter should indicate the duration of the work undertaken.</p> <p>Less than 7 years = 0 points 7 to 10 Years = 7 points Above 10 years = 10 points</p>	15 Points															
9.	<p>References: Reference letters from contactable and verifiable references on the company's (referee's) letterhead, in financial management and supply chain management.</p> <p>Less than 5 reference letters = 0 points 5 reference letters = 5 points 6 reference letters = 7points 7 or more reference letters = 10 points</p>	10 Points															
Total Points for Functionality		100 points															
Minimum Passing Score for Functionality (75 points)		75 points															

Bidders need to score a minimum of **75 points** on functionality to go through to Price and specific goals evaluation.

10.3 THIRD STAGE – EVALUATION FOR PRICE AND SPECIFIC GOALS

THE SPECIFIC GOALS TO BE USED FOR THIS BID WILL BE B-BBEE STATUS LEVEL CONTRIBUTOR WILL BE MEASURED AS FOLLOWS.

Points for B-BBEE Status Level of Contribution (P_p)

Maximum of **20 points** are allocated for Preferential Procurement Goals. Preference point must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

Points for Bid Price (P_s)

Maximum of 80 points are allocated to Bid Price on the following basis:

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

Where,

P_s = Points scored for comparative price of the Bid under consideration

P_t = Comparative price of the Bid under consideration

P_{\min} = Comparative price of lowest qualified Bid

A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

11. PRICING SCHEDULE

Financial proposal will be compared on the basis of their total amount and all other related costs per team resource/consultant. The pricing schedule is compulsory and failure to complete it in the prescribed manner without alterations, as per the table below, may result in disqualification of the bid pricing proposal.

The following pricing schedule is applicable and must be completed by the bidder in full.

Description: Level of Resource	No. of Resources per Level	Rate/Hour (year 1)	Rate/Hour (year 2)	Total Hours Per Year	Total Price (Year 1)	Total Price (Year 2)	Total Price for 24 Months
Consultant – Financial Management	1		N/A	1280		N/A	
Consultant – Compliance and Risk Management - Supply Chain Management	1			1920			
Consultant – Compliance and Risk Management - Supply Chain Management	1		N/A	1920		N/A	
Consultant – Acquisition Management - Supply Chain Management	1			1920			
Consultant – Acquisition Management - Supply Chain Management	1		N/A	1920		N/A	
Consultant – Asset Management - Supply Chain Management	1		N/A	1280		N/A	
Total (Excl. VAT)							
VAT @ 15%							
Total (Incl. VAT)							
Total sum of all rates for year 1 and 2 Inclusive of VAT. Bidders to take note that rates provided for year 2 must be inclusive of all applicable escalation rates.							

TOTAL QUOTED PRICE (in words)

Signature

Date:

Name

Capacity

**For the
tenderer:**Name &
signature
of witness*(Insert name and address of
organisation)*

Date

The above rates are for price comparative purposes. MISA reserves the right to negotiate price per assignment. The indicated rates may still be applied in circumstances when required. MISA reserves the right to request a number of resources depending on the need that arises. The rates **MUST** be all inclusive. This means all direct and indirect related costs must be included.

Only firm prices will be accepted. Non-Firm (including prices subject to rates of exchange variations) will not be considered. Travel costs on MISA assignments will be incurred by the bidder.

12. 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

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

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 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

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.

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.

- 3.4 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.
- 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, BIDERS 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 bided 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

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

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

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

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) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder)
B-BBEE STATUS LEVEL	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;

ADDENDUM NO.	DATE	TITLE OR DETAILS

- (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.

RECORD OF AMENDMENTS TO BID DOCUMENTS

I / We confirm that the following communications amending the bid documents that I / we received from Municipal Infrastructure Support Agent or their representative before the closing date for submission of bids have been taken into account in this bid.

SIGNATURE: DATE:
(of person authorized to sign on behalf of the Bidder)

.....	
SIGNATURE(S) OF BIDDER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

13. 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.

10.4 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.
- 25.2 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)

14. 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.

15. 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.

MISA's Rights

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. This RFP 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 RFP, or to procure or contract for services. MISA reserves the right to modify or cancel in whole or in part this RFP, to reject any and all proposals, to accept the proposal it considers most favorable to MISA's interests at its sole discretion, and to waive irregularities or informalities in any proposal or in the proposal procedures. MISA further reserves the right to reject all proposals and seek new proposals when MISA considers such a procedure to be in its best interest. If there is any evidence indicating that two or more bidders are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the proposals of all such bidders shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations issued by MISA.

MISA reserves the right to hold discussions and/or negotiations with any individual or qualified company, to interview or not, to request additional information or revised proposals or to request best and final offers if it is in the best interest of MISA to do so. However, MISA may make an award without conducting any interview or negotiations; therefore, proposers are encouraged to submit their best proposal at the outset. Appointment will be subject to the outcome of the vetting process on the recommended bidder.

16. REPORTING

The appointed service provider will report to the appointed Project Manager of MISA. The detailed reporting requirements will be provided to the successful service provider during the contract negotiation and project inception.

The service provider shall every time upon completion of a task written report to the MISA Project Manager on specific problems, suggestions, improvement methods, work programmes, personnel turnover, complaints, remedial actions taken and all other matter relating to provision of response handling services.

17. MONITORING AND EVALUATION

MISA or its nominee reserves the right to monitor and evaluate the progress and outcome of this intervention as well as other services provided by the selected service provider; MISA or its nominee reserves the right to replace the service provider if the quality of service rendered is being compromised.

18. PAYMENTS

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

19. COMPULSORY BRIEFING SESSION

Bidders are invited to attend a briefing session at the MISA Head Office 1303 Heuwel Avenue, Centurion, Riverside Office Park, Letaba House, First floor, Main Boardroom at **10H00**, on **22 November 2023** Attendance of the briefing session is compulsory.

20. SUBMISSION OF PROPOSALS

The Tender Documents are not for sale and will also not be emailed to bidders. The Tender Documents must also include a soft copy (Memory Stick) of the proposal, they reach the offices of the MISA before **11H00** on **06 December 2023** and must be enclosed in a sealed envelope which must have clearly inscribed on the outside.

20.1 BID REFERENCE NUMBER: MISA//FMSCM/008/2023/24

20.2 CLOSING DATE: 06 December 2023 @ 11h00

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.

21. PERIOD FOR ACCEPTANCE OF PROPOSALS

In order to allow for adequate evaluation, MISA requires a response to this solicitation to be valid and irrevocable for 90 working days after submittal date and time.

No bidder may withdraw a proposal within 90 working days after the proposal due date. A mistake on the part of the bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. Should there be valid reasons why the Agreement cannot be awarded within the specified period, the time may be extended by mutual agreement between MISA and the bidder(s).

22. TENDER VALIDITY PERIOD

The bid shall be valid for 120 days from bid closing date.

23. MODIFICATION, WITHDRAWAL, MISTAKES, AND MINOR INFORMALITIES

Proposals may be modified or withdrawn prior to the established due date via email or mail request. Please refer to section 21, "Questions and Requests for Clarifications" for contact information.

24. COMMUNICATION WITH MISA OFFICIALS

Bidders and their representatives may not communicate with MISA officials except in writing and if the communication is made public. Bidders and their representatives must communicate in the manner set forth in this RFP. There shall be no communication with MISA officials except as may be reasonably necessary to carry out the procedures specified in this RFP. 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

All responses to this RFP become property of MISA and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure in accordance with the provisions of applicable legislation.

26. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

Bidders must carefully examine the bid documents and in the event of doubt of anything contained in the documents;

For Technical queries please contact the following person:

Supply Chain Management
Tel: (012) 848 5300
E-mail: tenders@misa.gov.za