



WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

TENDER NO: WMM LM 0070 PSR-1

BID DESCRIPTION: PROCUREMENT OF SEWER ROOM INFRASTRUCTURE

ISSUED BY:

SUPPLY CHAIN MANAGEMENT OFFICE

WINNIE MADIKIZELA MANDELA

MUNICIPALITY

P O BOX 12

MBIZANA

4800

NAME OF TENDERER	
ADDRESS	
TELEPHONE NUMBER	
TOTAL BID PRICE	
CSD NUMBER	

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PLEASE NOTE:

- Each page of the tender document and schedules thereto must be initialed by the relevant authorized person in order for the document to constitute a proper contract between the Municipality and the Tenderer.
- On acceptance of the tender by the Municipality, the forms and schedules attached hereto shall be deemed to be the Conditions of Contract between the parties.
- Failure to complete all blank spaces in the forms and to attend to the other details mentioned there in may render the tender liable to rejection.

(1) DETAILS OF BIDDER

FULLNAMES	
COMPANY/ENTERPRISER EGISTRATIONNO.ORIDNO.	
POSTALADDRESS	
PHYSICALADDRESS	
TELEPHONENO.	
CELLNO.OFCONTACTPERSON	
FAXNO.	
E-MAILADDRESS	
CONTACTPERSON	
VAT REGISTRATIONNO.	



ADVERT

Bid proposals are hereby invited from suitably qualified and accredited service providers who are interested in the below listed projects

Bid documents can be downloaded from e-tender portal website. (www.etenders.gov.za) or Winnie Madikizela-Mandela Local Municipality Website (<https://www.winniemmlm.gov.za/tenders/>)

Project Name: Procurement of Server Room Infrastructure

Bid Number: **WMM LM 0070 PSR-1**

Bids should score a minimum of 70% for functionality in order to be considered for further evaluation.

The bids will be evaluated on the 80/20 preferential points system

Failure to submit the following fully completed document(s) will render the bid null and void:

- CIPC Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 6 months),
- Valid Tax Clearance PIN provided by SARS
- Bid documents MBD1, MBD4, MBD6.1, MBD6.2, MBD6.4, MBD 8 and MDB 9
- Billing Clearance Certificate or Statement of Municipal Accounts confirming that no undisputed municipal accounts are overdue by more than 30 days and letter signed by the bidder declaring that all accounts have been disclosed and no account is more than 30 Days in areas
- A Valid BBBEE certificate (SANAS accredited) or original affidavit
- In case of a joint venture, an original valid Tax Compliance Document of both partners should be submitted as well as a signed agreement by both parties clearly indicating the lead partner

NB: All attached documents will be subject to confirmation and No Bidder will be accepted if not registered on central supplier database (CSD).

Published on the **17th June 2022**

Closing date: All tenders must be emailed to tenders.scm@mbizana.gov.za by no later than **04 July 2022 at 12h00** after which they will be opened. All tenders must have a subject

No late, incomplete or facsimile bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted.

Winnie Madikizela- Mandela Local Municipality reserves the right to accept part or full bid

- Technical enquiries, please contact to Mr. D.N. Laphoko, Manager; Safety & Security 039 251 0230 or email to gwalaz@mbizana.gov.za.
- Supply Chain Management related enquiries, please contact Mr. Z. Khala at (039) 2510230, Ext. 2113, email: khalaz@mbizana.gov.za during working hours

.....
Mr. L. Mahlaka
MUNICIPAL MANA

(3) INVITATION TO BID

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	WMM LM 0070 PSR-1	CLOSING DATE:	04 July 2022	CLOSING TIME:	12h00
DESCRIPTION	Procurement of Server Room Infrastructure				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE EMAILED TO THE FOLLOWING EMAIL ADDRESS:

tenders.scm@mbizana.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					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /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 PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	BTO		CONTACT PERSON	Siphosethu Mbusi	
CONTACT PERSON	Zuko Khala		TELEPHONE NUMBER	039 251 0230	
TELEPHONE NUMBER	039 251 0230		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	mbusis@mbizana.gov.za	
E-MAIL ADDRESS	khalaz@mbizana.gov.za				

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

DATE:.....

(4) EVALUATION CRITERIA

Bids will be evaluated based on the following criteria for Functionality

<u>ITEM</u>	Maximum Score
1. Company Experience	20
The bidder must provide at least five (5) appointment letters and reference letter confirming that the Bidder is able to provide quality professional services with good service specifically in Server room infrastructure deployment-	20
The bidder must provide at least three (3) or four (4) appointment letters and reference letter confirming that the Bidder is able to provide quality professional services with good service specifically in Server room infrastructure deployment	10
The bidder must provide at most (2) appointment letters and reference letter confirming that the Bidder is able to provide quality professional services with good service specifically in Server room infrastructure deployment	5
Bidder with No Attachments	0
2. Team Experience (ALL CERTIFICATES MANDATORY) <i>(NB: Must have a proposal or organogram showing Your Proposed project team)</i>	15
Project Leader/Team Appointed by Service provider must have 5 years' IT projects experience (CV) and must have the following certification Project Manager: PMP certification or CAPM certification or any PM certification Microsoft Engineer: MCSA/MCSE Server Certification (any equivalent) CompTIA N+ or CompTIA A+ Certification Firewall Administration Certification SAN / NAS Administration Certification	15
Project Leader/Team Appointed by Service provider must have 3 years' IT Projects experience (CV) and must have the following certification Project Manager: PMP certification or CAPM certification or any PM certification Microsoft Engineer: MCSA/MCSE Server Certification (any equivalent) CompTIA N+ or CompTIA A+ Certification Firewall Administration Certification SAN / NAS Administration Certification	10
Project Leader/Team Appointed by Service provider with at least a year in IT Projects (CV) experience and must have the following certification Project Manager: PMP certification or CAPM certification or any PM certification Microsoft Engineer: MCSA/MCSE Server Certification (any equivalent) CompTIA N+ or CompTIA A+ Certification Firewall Administration Certification SAN / NAS Administration Certification	5

The bidder must provide at least one (1) copy of a the following: Structured Cabling (i.e. Krone/Molex) (15 points) Veeam administration or Certification (15 points) Email Provisioning Accreditation (15 points)	45
3. Project implementation plan	20
Bidders must provide a project implementation plan which details how the service will be phased out. The project plan must have deliverables and time frames and Attachment of Certificate from vendor confirming you are an accredited installer - Enterprise Partnership with Server Distributor	20
Total	100

NB: Bidders should score 70% of the functionality to proceed to the next stage.

**(5) CONTRACT FORM (TO BE FILLED IN BY WINNIE MADIKIZELA
MANDELA MUNICIPALITY)**

By signing this *Contract Form* Winnie Madikizela Mandela Municipality (also referred to as the 'Purchaser'):

1. accepts your bid under reference number **WMM LM 0070 PSR-1** awarded on the _____ for the **PROCUREMENT OF SERVER ROOM INFRASTRUCTURE**
2. Under takes to make payment for the goods /services delivered in accordance with the terms and conditions of the contract, within 30(thirty) days after receipt of an invoice accompanied by the delivery note.

ITEMNO.	PRICE(VAT INCL)	QUANTITY	DELIVERY PERIOD	POINTS CLAIMED FOR B-BBEE

SIGNED AT _____ ON THE _____ DAY OF _____ 20____

Signature(s) _____

Print name(s): _____
(Municipal Manager)

Date _____

WITNESSES

1.....

2.....

DATE

.....

(6) PRICE SCHEDULE

1 Scoping

1.1 Bill of Material (BoM) – Once Off

(NB: Quote on the latest Server Specification - specification below is minimum requirements)

DESCRIPTION		QTY
Hardware	Servers – Production Hosts	
DL380 Gen10 4210 1P 32G 8SFF Svr		2
DL380 Gen10 Intel Xeon-Silver 4210 (2.2GHz/10-core/85W) Processor Kit		2
32GB (1x32GB) Dual Rank x4 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit		16
MSA 1.2TB 12G SAS 10K 2.5in ENT HDD		4
800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit		2
Premier Flex LC/LC OM4 2f 5m Cbl		4
StoreFabric SN1100Q 16Gb Single Port Fibre Channel Host Bus Adapter		4
Front Bezel Kit		2
3Y PC NBD DL380 Gen10 SVC		2
iLO5 Advance License		2
Hardware	Servers – Veeam Host	
Proliant DL380 Gen10, Intel 4110-S 1/2 (2.1G/8C/11MB), 2X16GB 2666 RD, no HDD Std, no OPT Std, 4-port 1GbE, P816i-a SAS, iLO5, 2U, 12 LFF HotP, 2/2 800W, 3-3-3		1
16GB 2Rx8 PC4-2666V-R Smart Kit		4
LFF Midline HotP SAS 12G 6TB 7.2K SC 512n DS 1yr Wty HDD		8
Storage Works 81Q PCI-e FC HBA		1
3Y PC NBD DL380 Gen10 SVC		1
Premier Flex LC/LC OM4 2f 5m Cbl		2
Front Bezel Kit		1
3Y PC NBD DL380 Gen10 SVC		1
iLO5 Advance License		1
Hardware	Storage	
MSA 2050 SAN DC SFF Storage (Q1J01A)		1
MSA 16Gb SW FC SFP 4pk XCVR		4
MSA 2050 SFF Disk Enclosure (Q1J07A)		1
MSA 1.2TB 12G SAS 10K 2.5in ENT HDD		36
3 Year NBD Warranty for HPE MSA 2050 Enclosure		1
3 Year NBD Warranty for HPE MSA 2050 SAN		1
Hardware	Switches	
ARUBA 1G SFP LC SX 500m MMF XCVR (J4858D)		10
48 Port Smart/POE Switches with 4 Gigabit RJ45/SFP Combo Ports		2
X121 1G SFP LC SX Transceiver		6
Cisco MGBT1 Gigabit 1000 Base-T Mini-GBIC SFP Transceiver		6
24 Port Smart/POE Switches with Gigabit RJ45/SFP Combo Ports		2
On-Site Warranty for all switches 3 Years		1
Other	Interconnectivity and Uplinks	
Premier Flex LC/LC Multi-mode OM4 2 Fiber 5m Cable		2
Installation and provisioning of fibre runs (+- 300m maximum)		6
3m CAT 6 Ethernet cable		12

2m CAT 6 Ethernet cable		12
Velcro cable tie roll		1
Software	Production Hosts and VEEAM Host OS	
Microsoft Windows Server 2016/19 Standard Edition 16 Core VL		3
VEEAM Backup and Replication for Hyper-V Essentials: Enterprise Plus (per 2 socket bundle)		2
Support Subscription for VEEAM Backup and Replication for three years		1
Hardware	Server Racks	
42U Server cabinet with all required accessories and interconnectivity of equipment		2
8 Port KVM Console with a 17inch and a KVM Switch		2
24 Port PDU and a 4-way Fan with thermostat Rackmount		2
Hardware	Monitors and Keyboards	
23-inch Monitors		4
Wireless Keyboard and mouse Set/Combo		6
Docking Stations		8
Hardware	Projector	
Full HD Projectors with Between 3400- 5000 Lumens		4
Wireless access and client software		
3 year warranty		

1.2 Labour and Scope of Work (SoW)

ACTIVITY:
Request for Information <i>(All Licences to be provided by Bidder)</i>
Change controls
Procurement of equipment, Installation services, and onsite deployment
Configuration of new equipment and migration of all data
Installation of fibre uplink
Onsite deployment of cabinets, servers, storage, server room switching
Deployment and Provisioning of server room monitoring services and UPS
Deployment of DRaaS
Deployment and provisioning of management link
Skills handover on deployment technology and equipment
Handover of design documentation
Post deployment support services
NB: All installations and sundries Must be catered for to complete the project with all equipment running

ALL TENDER CONDITIONS AND/OR INSTRUCTIONS SET OUT BELOW MUST BE STRICTLY ADHERED TO, FAILING WHICH THIS TENDER SUBMISSION WILL BE DECLARED NON-RESPONSIVE.

- 6.1 No tender will be considered unless emailed to Winnie Madikizela Mandela Municipality on tenders.scm@mbizana.gov.za.
- 6.2 Any portion of the tender document not completed will be interpreted as 'not applicable'. Notwithstanding the foregoing, failure to complete any compulsory portion of the tender document may result in the tender being declared non-responsive.
- 6.3 The municipality reserves the right to accept:
 - 6.3.1 the whole tender or part of a tender or any item or part of any item, or to accept more than one tender (in the event of a number of items being offered), and municipality is not obliged to accept the lowest or any tender;
 - 6.3.2 a tender which is not substantially or materially different from the tender Specification.
- 6.4 The municipality shall not consider tenders that are received after the closing date and time for such a tender.
- 6.5 The municipality will not be held responsible for any expenses incurred by Tenderer in preparing and submitting tenders.
- 6.6 The municipality may, after the closing date, request additional information or clarification of tenders in writing.
- 6.7 A Tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the municipality after consideration of the reasons for the withdrawal.
- 6.8 The municipality reserves the right to adjust arithmetical errors in the extension of rates and totals in the quote, and the bidder will be informed of the effect of any corrections on his quotation sum prior to the award of the contract. In no case will quoted rates be adjusted when correcting such errors.
- 6.9 Telegraphic quotations or quotations by facsimile will not be accepted for consideration except for the instance as indicated above where the employer needs to have amendment to the quotation.
- 6.10 Resolutions and Authorities**
A tender submitted:
 - 6.10.1** by a registered company may not be considered unless accompanied by a resolution by the Directors of the company authorizing the tender to be made and the signatory to sign the tender on the company's behalf **{{(16) Authority to Sign Bid Document on page 44 to be completed}};**
 - 6.10.2** by a registered close corporation may not be considered unless accompanied by written authority from all the members of the close corporation authorizing the tender to be made and the signatory to sign the tender on the close corporation's behalf **{{(16)}**

- Authority to Sign Bid Document on page 44 to be completed};**
- 6.10.3 by a partnership/consortium/joint venture may not be considered unless accompanied by written from all parties to the partnership/ consortium/ joint venture authorizing the tender to be made and the signatory to sign the tender on the partnership /consortium/ joint venture's behalf.
- 6.11 Partnerships/Consortiums/Joint Ventures**
In the case of partnerships/ consortiums/ joint ventures, a copy of the partnership/ consortium/ joint venture agreement must be submitted with the tender document.
- 6.12 Validity Period**
- 6.12.1 Any tender submitted shall remain valid, irrevocable and open for written acceptance by the municipality for **a period of 90 days** from the closing date or for such extended period as may be applicable.
- 6.12.2 The tender amount will not be amended during the afore said validity period.
- 6.12.3 The aforesaid validity period may be extended by the municipality provided that the original validity period has not expired, and that all bidders are given an opportunity to extend such period. Any such extension shall be agreed to by a bidder in writing.
- 6.12.4 Bidders who fail to respond to such a request before the validity of their tender expires, or who decline such are quest shall not be considered further in the evaluation process.
- 6.12.5 In the event that an appeal in terms of the Systems Act 32 of 2000, is received, the validity period of the tender shall be deemed to be extended until finalization of the appeal; unless the bidder has requested in writing that its tender be withdrawn. The provisions in respect of withdrawal asset out in clause 6.8 above will apply to such withdrawal.
- 6.13** Unauthorized alterations and additions in the nature of statement of interpretation of this bid document must be avoided. If any such amendments are made or if the bid document is not properly completed, it will cause the bid to be invalid. Any point of difficulty or doubt must be cleared with the municipality. Should any query be found to be of any significance, the municipality will inform all bidders accordingly.
- 6.14 Tax clearance**
- 6.14.1 No award shall be made to a person whose tax matters have not been declared to be in order by the South African Revenue Service (SARS).
- 6.14.2 Tenderers are the reform required to obtain a valid Tax Clearance Certificate from the local SARS office where such Tenderer is registered for income tax /VAT purposes.
- 6.15 The municipality will publish the results of this bid on the municipal website.

9) GENERALCONDITIONSOFCONTRACT

General Conditions of Contract

NOTES:

The purpose of this document is to:

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

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

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

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a Contract for the procurement of Procurement of Server Room Infrastructure

SERVICES: PROCUREMENT OF SERVER ROOM INFRASTRUCTURE

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....

.....

..... Rand (in words);

R..... (in figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

Signature:..... **Name:**

Capacity:

For the tenderer:

.....

(Name and domiciliumcitandi of organization)

Name and Signature of Witness:..... **Date:**.....

Acceptance

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of Contract identified in the Contract Data. Acceptance of the tenderer's offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the Contract that is the subject of this agreement.

The terms of the Contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this agreement)

Part C2 Pricing Data (see volume 2)

Part C3 Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of Contract identified in the Contract Data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed, signed copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Service Provider) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding Contract between the parties.

Signature(s):

Name(s):

Capacity: MUNICIPALITY MANAGER

FOR WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY, 51 WINNIE MANDELA STREET, BIZANA, 4800

(Name and domicilium citandi of organization)

Name and Signature of Witness: Date:

OFFICIAL STAMP:

Schedule of Deviations

Notes:

1. The extent of deviations from the tender document's issues by the Employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final Contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter is arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the Contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details _____

By the duly authorized representatives signing this schedule of deviations, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the Contract between the parties arising from this agreement.

For the tenderer:

Signature(s): **Name(s):**

Capacity:

FOR TENDERER:

.....
(Name and domiciliumcitandi of organization)

Name and Signature of Witness:..... **Date:**

Signature(s):

Name(s):.....

Capacity: **MUNICIPALITY MANAGER**

FOR WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY, 51 WINNIE MANDELA, BIZANA , 4800

(Name and domiciliumcitandi of organization)

Name and Signature of Witness: Date:

OFFICIAL STAMP:



General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

- Is required to supply to the purchaser under the contract.
- 1.16** "Imported content" means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the Tender will be manufactured.
- 1.17** "Local content" means that portion of the tender price, which is not included in the imported content provided that local manufactured goods take place.
- 1.18** "Manufacture" means the production of products in a factory using labor, materials, components and machinery and includes other related value-adding activities.
- 1.19** "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20** "Project site," where applicable, means the place indicated in tender documents.
- 1.21** "Purchaser" means the organization purchasing the goods.
- 1.22** "Republic" means the Republic of South Africa.
- 1.23** "SCC" means the Special Conditions of Contract.
- 1.24** "Services" means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25** "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26** "Tort" means in breach of contract.
- 1.27** "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28** "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1** Unless otherwise indicated in the tender documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a Tender. Where

Applicable non-refundable fee for documents may be charged.

- 3.2 Invitations to Tender are usually published in locally distributed news media and on the Winnie Madikizela Mandela Municipality website.

4. Standards

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

5. Use of contract documents and information inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the Winnie Madikizela Mandela Municipality, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the Winnie Madikizela Mandela Municipality.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and all 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 tender documents or another form acceptable to the purchaser; or

- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty(30) days following the date of completion of the supplier's performance obligation under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-tender testing will be for the account of the bidder.

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

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

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

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

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

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

- 15.1** The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country off in all destination.
- 15.2** This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3** The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4** Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5** If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1** The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2** The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3** Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4** Payment will be made in Rand unless otherwise stipulated.

17. Prices

- 17.1** Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his Tender, with the exception of any price adjustments authorized or in the purchaser's request for Tender validity extension, as the case maybe.

18. Variation orders

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

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

19. Subcontracts

- 19.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the supplier from any liability or obligation under the contract.

20. Delays in the supplier's performance

- 20.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 20.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 20.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 20.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 20.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

21. Penalties

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

22. Termination for default

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

Pursuant to GCC Clause21.2;

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

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

23. Anti-dumping and counter availing duties and rights

23.1 When, after the date of Tender, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amounts or enquired 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 provision all payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

24. Force Majeure

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

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

25. Termination for insolvency

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

26. Settlement of Disputes

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

26.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, the neither the purchaser nor the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27. Limitation of Liability

- 27.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.2 Not with standing any reference to mediation and/or court proceedings here in,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and /or services rendered according to the prescripts of the contract.
- 27.3 except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause6;
- a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

28. Governing language

- 28.1 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.

29. Applicable law

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

30. Notices

- 30.1 Every written acceptance of a Tender shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his Tender or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 30.2 The time mentioned in the contract documents for performing any act after such a foresaid notice has been given, shall be reckoned from the date of posting of such notice.

31. Taxes and duties

- 31.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 31.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 31.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a Tender SARS must have certified that the tax matters of the preferred bidder are in order.

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

Transfer of contracts

- 31.4 The contractor shall not abandon, transfer, cede as sign or sublet a contractor part thereof without the written permission of the purchaser

32. Amendment of contracts

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

33. Prohibition of restricted practices

- 33.1 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.
- 33.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No. 89 of 1998.
- 33.3 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.

(10) PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2

This preference form forms part of this tender. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- The 80/20 system for requirements with a Rand value of up to R500000000 (all applicable taxes included); and
- The 90/10 system for requirements with a Rand value above R500000000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R500000000 (all applicable taxes included) and therefore the..... preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser 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 purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“Functionality”** means the ability of a Tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“Prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“Proof of B-BBEE status level of contributor”** means:
 - (i) B-BBEE Status level certificate issued by an authorized body or person;
 - (j) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; Any other requirement prescribed in terms of the B-BBEE Act;
- (k) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (l) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of Lowest Acceptable bid

4. POINTSAWARDEDFORB-BBEESTATUSLEVELOFCONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points 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 points(90/10system)	Number of points(80/20system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BIDDECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIM EDINTERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted %

- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/FIRM

☐ Partnership/Joint Venture/Consortium

☐ One person business/sole proprietary

☐ Close corporation

☐ Company

☐ (Pty)

Limited [☐ TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter
, etc. [☐ TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

.....

Registered Account Number:

..... **Stand Number:**

.....

8.8 Total number of years the company/ firm has been in business:.....

8.9 I/we, the undersigned, who is/are duly authorized to do so on behalf of the company /firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have—
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audialteram partum* (hear the other side) rule has been applied; and
 - (e) Forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:
ADDRESS
.....
.....

(11) DECLARATION OF INTEREST-STATE EMPLOYEES

1. Not tender will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to tender. In view of possible allegations of favoritism, should the resulting tender, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tendered or their authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.

Full Name: _____

Identity Number: _____

Company Registration Number: _____

Tax Reference Number: _____

VAT Registration Number: _____

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

If so, furnish particulars.

Have you been in the service of the state for the past twelve months: YES/NO

If so, furnish particulars

Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this tender?

YES/NO

If so, furnish particulars

Are you, aware of any relationship (family, friend, other) between tendered and any persons in the service of the state who may be involved with the evaluation and or adjudication of this tender?

YES/NO

If so, furnish particulars

Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state?

YES/NO

If so, furnish particulars

Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state?

YES/NO

If so, furnish particulars

Full details of directors/ trustees/ members/ shareholders

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, the undersigned (name)

Certify that the information furnished on this declaration form is correct. I accept that the Municipality may act against me should this declaration prove to be false.

Signature

Date

Position

Name of Tenderer

(12) DECLARATION FOR PROCUREMENT

The following must be completed where the tender exceeds R10million (VAT included).

1. Are you by law required to prepare annual financial statements for auditing? YES/NO
 - 1.1. If YES, attach audited annual financial statements for the past three years or since the date of establishment, if established during the past three years.
2. Do you have any outstanding undisputed commitment for Municipal services towards the Municipality or any other service provider in respect of which payment is overdue for more than 30 days ?YES/NO
 - 2.1 If NO, this serves to certify that the Tenderer has no outstanding undisputed commitment for Municipal services towards the Municipality or any other service provider in respect of which payment is overdueformorethan30days.

- 2.2 If YES, provide particulars.

3. Has any contract/tender been awarded to you by an organ of state during the past five years where any material, non-compliance or dispute concerning the execution of such contract/ tender occurred? YES/NO

- 3.1 If YES, furnish particulars.

4. Will any portion of goods or services be sourced from outside the Republic of South Africa, and if so what portion or is it expected that any portion of payment from the Municipality will be transferred out of the Republic? YES/NO

- 4.1 If YES, furnish particulars.

I the under signed certified that the information provided on this schedule is correct and accept that the Municipality may act against me should this declaration proves to be false.

SIGNATURE

DATE

NAME OF TENDER

(13) DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its director shave:
- Abused the municipality's/municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - Been convicted for fraud or corruption during the past five years;
 - Will fully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No12of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audialterampartem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the homepage.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act(No12of2004)?</p> <p>DefaulterscanbeaccessedontheNationalTreasury'swebsite(www.treasury.gov.za)byclickingonitslinkatthebottomofthehome page.</p>	<p>Yes</p>	<p>No</p>

☐ ☐

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

(14) CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. Take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

In response to the invitation for the bid made by:

(Name of Municipality/Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 6. Has been requested to submit a bid in response to this bid invitation;
 - (a) Could potentially submit a bid in response to this bid invitation,

- Based on their qualifications, abilities or experience; and
- (b) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
7. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
8. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bid ding with the intention not to win the bid.
9. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
10. 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.

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.

(15) TRACK RECORD OF TENDERING ENTITY

The following is a Statement of Work of similar nature recently successfully executed by myself/ourselves: previous letters of appointment need to be attached

[illegible]

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

DATE:.....

(16) DEMONSTRATED EXPERIENCE

NAME OF TENDERING ENTITY	AREA OF SPECIALISATION	RELEVANT EXPERIENCE	EXPERIENCE- FROMDATE to DATE

(17) AUTHORITY TO SIGN BID DOCUMENT RESOLUTION BY DIRECTORS / MEMBERS:

Resolution for completion by Directors (if the Bidder is a (Pty) Ltd or Ltd) or Members (if the Bidder is a CC)

NAME OF TENDERER: _____

Meeting held at _____
(Place)

On _____ (date)

RESOLVED THAT:

1. The Bidder submits a bid to the Winnie Madikizela Mandela Municipality in respect of Bid No:
WMM LM 0070 PSR-1

2. Mr./Ms _____ in his/her capacity as _____ and who will sign as follows:

(SPECIMEN SIGNATURE)

be, and is hereby, authorized to sign the tender and any and all other documents and /or correspondence in connection with and relating to the tender, as well as to sign any contract and or all documentation resulting from the award of the tender.

Note: The resolution must be signed by all the directors /members of the Tenderer. Should the space provided below not be sufficient for all directors/members to sign, please attach a separate sheet to this schedule in the same format?

No	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

(18)COMPANY REGISTRATION CERTIFICATE

(19) TAX CLEARENCE CERTIFICATE

(20)COMPANY PROFILE

(21)BBBEE STATU SLEVEL VERIFICATION CERTIFICATE

(22)RATES CLEARANCE CERTIFICATES

(23)RECENT REPORT OF CENTRAL SUPPLIER DATA BASE