

# DANNHAUSER LOCAL MUNICIPALITY



**TENDER NUMBER: 04/05/2021**

**SERVICE PROVIDER TO DESIGN, COMPILE AND PRINT THE DANNNHAUSER COUNCIL EXIT REPORT BOOKLET**

**CLOSING DATE: 23 SEPTEMBER 2021**

**TIME:12H00**

**NAME OF BIDDER** : .....

**ADDRESS** : .....

.....

.....

.....

**CONTACT NUMBER** : .....

**FAX NUMBER** : .....

**TOTAL BID PRICE (INCL.VAT):** .....



MBD 1

## PART A INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DANNHAUSER LOCAL MUNICIPALITY        |                                                                      |               |                   |               |       |
|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------|---------------|-------------------|---------------|-------|
| BID NUMBER:                                                                                | 04/05/2021                                                           | CLOSING DATE: | 23 SEPTEMBER 2021 | CLOSING TIME: | 12:00 |
| DESCRIPTION                                                                                | DESIGN, COMPILE AND PRINT THE DANNHAUSER COUNCIL EXIT REPORT BOOKLET |               |                   |               |       |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). |                                                                      |               |                   |               |       |

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT THE RECEPTION

**8 Church Street  
Dannhauser  
3080**

### 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<br>VERIFICATION CERTIFICATE<br>[TICK APPLICABLE BOX] | <input type="checkbox"/> Yes<br><br><input type="checkbox"/> No |  | B-BBEE STATUS<br>LEVEL SWORN<br>AFFIDAVIT |         | <input type="checkbox"/> Yes<br><br><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<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>SDFGA<br>[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                                                                                    | SCM                                                                                | DEPARTMENT                                                               | IDP                                                                                             |
| CONTACT PERSON                                                                                | Thandeka Koza                                                                      | CONTACT PERSON                                                           | Mr. Philani Ndlovu                                                                              |
| TELEPHONE NUMBER                                                                              | 034 621 2666                                                                       | TELEPHONE NUMBER                                                         | 034 621 2666                                                                                    |
| FACSIMILE NUMBER                                                                              | 034 621 2342                                                                       | FACSIMILE NUMBER                                                         | 034 621 3114                                                                                    |
| E-MAIL ADDRESS                                                                                | thandekak@dannhauser.gov.za                                                        | E-MAIL ADDRESS                                                           | philanin@dannhauser.gov.za                                                                      |



## PART B TERMS AND CONDITIONS FOR BIDDING

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. BID SUBMISSION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>                                           |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>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.</b></p> |

**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: .....

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is opened from 07h30 to 16h00 Monday to Friday.

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

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

- Stage 1 - Basic requirements with returnable documents
- Stage 2 – Functionality

| Key aspect of criterion                             | Basis for points allocation                                                                                                                                               | Score        | Max points | Verification method                                                           |
|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|-------------------------------------------------------------------------------|
| Understanding of terms of reference and Methodology | Methodology (Execution Plan of all stages of the project with Time Frames)                                                                                                | Excellent    | 40         | Detailed Methodology (Execution Plan with Time Frames) to be attached         |
|                                                     |                                                                                                                                                                           | Good         | 20         |                                                                               |
|                                                     |                                                                                                                                                                           | Satisfactory | 10         |                                                                               |
|                                                     | No understanding of terms and references                                                                                                                                  | Poor         | 0          | No clear understanding of TOR's                                               |
| Qualifications and experience of Project Manager    | Degree in Public Management / Public Administration with five years experience in projects of similar nature and in government.                                           | Excellent    | 10         | CV, Certified Copy of Qualification (not older than 3 months)                 |
|                                                     | National Diploma in Public Management / Public Administration three years experience in projects of similar nature and in government.                                     | Good         | 5          |                                                                               |
|                                                     | No CV, Degree qualification in Public Management / Public Administration                                                                                                  | Poor         | 0          | No CV, & Certified Copy of Qualification                                      |
| Experience of Project team                          | National Diploma in Communication Management and Public Relations and Graphic Design with three years experience in projects of similar nature or NQF 5                   | Excellent    | 30         | CV & Certified Copy of Qualification to be attached (not older than 3 months) |
|                                                     | National Diploma in Communication Management and Public Relations and National Diploma in Graphic Design with two years experience in projects of similar nature or NQF 4 | Good         | 20         |                                                                               |

|                                                                                                             |                                                                                                                                                                       |           |     |                                                     |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----|-----------------------------------------------------|
|                                                                                                             | National Diploma in Communication Management and Public Relations and National Diploma in Graphic Design with less than two years experience and NQF 4 or less than 4 | Fair      | 10  |                                                     |
|                                                                                                             | No experience in projects of similar nature and Communication and Public Relations Diploma                                                                            | Poor      | 0   | No CV & Certified Copy of Qualification attached    |
| Experience of the bidder (Name of traceable reference with contact details to be included for verification) | Three or more completed design, compile & project management projects in the past five years.                                                                         | Excellent | 20  | Attach appointment letters & reference letters      |
|                                                                                                             | Two completed design, compile and project management projects in the past five years.                                                                                 | Good      | 15  |                                                     |
|                                                                                                             | One completed design, compile and project management project in the past five years.                                                                                  | Fair      | 10  |                                                     |
|                                                                                                             | No experience                                                                                                                                                         | Poor      | 0   | No appointment letters & reference letters attached |
|                                                                                                             |                                                                                                                                                                       | TOTAL     | 100 |                                                     |

- Only bidders who score 75 points or more on functionality will be evaluated further and therefore eligible for the award.
- The evaluation for pricing will be performed on 80/20 principles as provided in Preferential Procurement Policy Framework Act (PPPFA). The Dannhauser Local Municipality's Supply Chain management policy Act.
- Price 80points
- B-BBEE 20points
- 100points

**NB**

- All forms must be completed.

If any of the forms, or portion of any form, is not relevant, please indicate it on the form by marking it N/A.

# DANNHAUSER LOCAL MUNICIPALITY (KZ-254 )

8 Church Street  
Private bag X1011  
Dannhauser  
3080



Telephone : (034) 621 2666  
Facsimile : (034) 621 3114  
municipalmanager@dannhauser.gov.za

## DANNHAUSER MUNICIPALITY

### INVITATION TO TENDER: 04/05/2021

### DESCRIPTION: RE-ADVERTISEMENT DESIGN, COMPILE AND PRINT THE DANNHAUSER COUNCIL EXIT REPORT BOOKLET

**Service provider to design, compile and print the Dannhauser Council Exit Report Booklet. Tender No: 04/05/2021**

Bids are hereby invited from experienced service providers/consortium to design, compile and print the Dannhauser Council Exit Report Booklet.

**A NON-REFUNDABLE BID** document fee of **R250.00** is payable in cash at the cashier's office during 07H30 to 15H00 with lunch interval of 13H00 to 13H30 and will be available from **06 SEPTEMBER 2021**.

This bid will be in terms of the 80/20 preferential point system as prescribed in the Preferential Procurement Policy Framework Act (No. 5 of 2000) amended 2017. Original Certified copy or original BBEE must be submitted.

In terms of section of Dannhauser Municipality Supply Chain Management Policy and the official tender procedures, the Municipality will reject all tenders that do not comply with the following conditions:

- Bidders must be registered on the Central Supplier Database and proof of registration must be submitted.
- Price(s) quoted must be valid for at least ninety (90) days from date of offer
- Price(s) quoted must be firm and inclusive of VAT
- Bidders must include Tax Clearance Certificate (SARS Pin)
- This bid is subject to the general condition of contract (GCC) and if applicable, any other specific conditions of contract
- Bidders must complete all MBD forms.
- Company profile with traceable references of related work
- CIPC Registration certificate "CK"
- Current municipal rates account
- Capacity to undertake work within stipulated time frame
- No bids will be considered from person in the service of the state
- Bidders must fill in the tender register stating the date and time of when they submitted their tender, available at the tender box
- The Municipality reserves the right to withdraw any invitation to tenders and/or re-advertise or reject any tender or to accept a part of it.
- The Municipality does not bind itself to accepting the lowest tender or award a contractor to the bidder scoring the highest number of points.

## EVALUATION CRITERIA

| Key aspect of criterion                             | Basis for points allocation                                                                                                                                               | Score        | Max points | Verification method                                                           |
|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|-------------------------------------------------------------------------------|
| Understanding of terms of reference and Methodology | Methodology (Execution Plan of all stages of the project with Time Frames)                                                                                                | Excellent    | 40         | Detailed Methodology (Execution Plan with Time Frames) to be attached         |
|                                                     |                                                                                                                                                                           | Good         | 20         |                                                                               |
|                                                     |                                                                                                                                                                           | Satisfactory | 10         |                                                                               |
|                                                     | No understanding of terms and references                                                                                                                                  | Poor         | 0          | No clear understanding of TOR's                                               |
| Qualifications and experience of Project Manager    | Degree in Public Management / Public Administration with five years experience in projects of similar nature and in government.                                           | Excellent    | 10         | CV, Certified Copy of Qualification (not older than 3 months)                 |
|                                                     | National Diploma in Public Management / Public Administration three years experience in projects of similar nature and in government.                                     | Good         | 5          |                                                                               |
|                                                     | No CV, Degree qualification in Public Management / Public Administration                                                                                                  | Poor         | 0          | No CV, & Certified Copy of Qualification                                      |
| Experience of Project team                          | National Diploma in Communication Management and Public Relations and Graphic Design with three years experience in projects of similar nature or NQF 5                   | Excellent    | 30         | CV & Certified Copy of Qualification to be attached (not older than 3 months) |
|                                                     | National Diploma in Communication Management and Public Relations and National Diploma in Graphic Design with two years experience in projects of similar nature or NQF 4 | Good         | 20         |                                                                               |
|                                                     | National Diploma in Communication Management and Public Relations and National Diploma in Graphic Design with less than two years experience and NQF 4 or less than 4     | Fair         | 10         |                                                                               |

|                                                                                                             |                                                                                               |           |     |                                                     |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-----------|-----|-----------------------------------------------------|
|                                                                                                             | No experience in projects of similar nature and Communication and Public Relations Diploma    | Poor      | 0   | No CV & Certified Copy of Qualification attached    |
| Experience of the bidder (Name of traceable reference with contact details to be included for verification) | Three or more completed design, compile & project management projects in the past five years. | Excellent | 20  | Attach appointment letters & reference letters      |
|                                                                                                             | Two completed design, compile and project management projects in the past five years.         | Good      | 15  |                                                     |
|                                                                                                             | One completed design, compile and project management project in the past five years.          | Fair      | 10  |                                                     |
|                                                                                                             | No experience                                                                                 | Poor      | 0   | No appointment letters & reference letters attached |
|                                                                                                             |                                                                                               | TOTAL     | 100 |                                                     |

**NB: Bidder must at least score 80 points or more to qualify for last stage.**

Tenders must be submitted in a sealed envelope; clearly marked “**TENDER NO: 04/05/2021 SERVICE PROVIDER TO DESIGN, COMPILE AND PRINT THE DANNHAUSER COUNCIL EXIT REPORT BOOKLET**” and must be deposited into the tender box situated at the reception area of Dannhauser Municipal offices. Tenders should be received no later than **12H00 on 23 SEPTEMBER 2021**, where after bids will be opened in public. **Late, emailed or faxed bids will not be accepted.**

Any enquiries with regards to the above may be directed to **Mr PJ Ndlovu, IDP Manager, email philanin@dannhauser.gov.za** at 08 Church Street or telephonically on 034- 621 2666 ext 0704 during working hours, between 07H30 and 16H00 with lunch interval from 13H00 to 13H30, Monday to Friday.

**WB NKOSI  
MUNICIPAL MANAGER**

**TENDER NUMBER: 04/05/2021**



## **Dannhauser Local Municipality**

# **Terms of reference for the Council exit report booklet**

## **1. Project title:**

Appointment of the service provider to design, compile and print the Dannhauser municipality council exit report booklet.

## **2. Purpose of the Terms of Reference**

The purpose of this document is to provide the Terms of Reference for the appointment of a service provider with the relevant skills and adequate experience to assist the Dannhauser Local Municipality with the design, compilation and printing of the municipal council exit report booklet.

## **3. Background of the project**

In terms of the prescribed legislation governing the local government in South Africa, the council term of office is five years after which elections are held and a new council is elected. Upon election, the council, through the five year IDP, sets out its goals, objectives and strategies that forms a basis for the identification and prioritization of activities, programs and projects to be implemented with the intention to produce outputs which the local communities can use in order to satisfy their needs. These plans are done using the national and provincial Key performance areas, which includes, basic and infrastructure and services, municipal transformation and organizational development, financial viability and management, good governance and public participation as well as cross cutting matters. For each of the KPA's goals are set, objectives are designed, strategies are developed and projects are identified and prioritized. Resulting from this planning process the municipality then design its key performance indicators and targets to be achieved in the said council term.

The plans developed for the entire council term are then broken down into financial year plans and reviewed annually to ensure the alignment to and delivery of the five-year plans. The annual reviews are then conducted on the IDP, Budget and the Service Delivery Budget Implementation Plan. Upon the conclusion of each financial year, an annual report is then compiled to reflect the municipal state of affairs in terms of its performance and finances. The annual plans and reports are then given out for input contribution and consumption to all stakeholders of the municipality including the constituencies and general public. In order to ensure that the electorate and general public is informed of the five year performance of the municipality against its five year plans and targets as enshrined in the five year IDP, the municipality has therefore resolved on compiling a five year performance report booklet to indicate council performance on exit.

The purpose of this exit report booklet is to provide a record of activities for the entire council term, to report on performance against the set ten year targets and to promote accountability to the local community for the decisions and actions made throughout the term.

#### **4. Project objectives**

The primary objective of the project is compile and design a user friendly council exit booklet that presents five year achievements and challenges of the municipality in relation to the identified and agreed upon Key Performance Areas and targets.

#### **5. Scope of work**

The municipality is therefore looking for a suitable competent service provider to design, compile and print the Dannhauser municipality council exit report booklet.

In order to achieve the project objectives the following milestones must be achieved:

##### **5.1 Data collection:**

The service provider is expected to collect the information required for the compilation of the booklet which may include desk top analysis, interviews with officials, interviews with councilors and interviews with ward committees and other stakeholders. It is critical that data collected is accurate and can be substantiated with photographs where it is necessary.

##### **5.2 Draft report:**

The service provider is expected to compile a draft report that will present the municipal achievements and challenges against the set five-year targets. This draft report should be structured to cover all KPA's and outlined in the five year IDP in terms of the identified projects, set targets and impact resulting from such achievements.

##### **5.3 Final report:**

The service provider is further expected to consult with the assigned municipal officials and council members on the authenticity and accuracy of the draft report. Upon receiving the inputs from the project steering committee, the service provider will then factor in the all the contributions and produce a final five-year performance report.

##### **5.4 Translation:**

The service provider is also expected to translate the English version of the final report to also compile a Zulu version for easy reading by the majority of the municipal population.

##### **5.5 Booklet graphic designing**

The service provider is expected to design, layout, proof read and print a user-friendly booklet with graphics that complement the content presented in the final report. The booklet must be in two formats:

**5.5.1 Electronic format:** This booklet must be designed so that it can be sent to different stakeholders in an electronic format but still present all the necessary graphics and be reader friendly. The service provider should present the municipality with 30 CD's of the flipbook booklet. The CD's and the CD pouches should be branded with the municipality corporate identity. The electronic booklet should also be compatible for uploading into the municipal website.

**5.5.2 Printed format:** the printed booklet should be designed and printed to the following specifications:

- Number of pages should not exceed 20 pages (double sided)
- Size of the booklet should be A4
- Quantity of the booklets is 1000 copies
- The type of paper must be gloss 300 gsm magno satin for the cover and gloss 128 gsm magno satin for the inside pages.
- The colour scheme must full colour for the entire booklet.
- The service provider must take photographs and the municipality shall give the available photographs to the service provider as well.

## **5.6 Sample booklet presentation for approval**

The service provider is expected to present the proposed layout design to the municipal project steering committee before mass printing.

## **5.7 Booklet delivery**

The service provider is expected to deliver the printed and electronic booklet to the municipal offices.

## **6. Project deliverables**

The following milestones are expected from the prospective service provider:

- Inception report
- Draft report
- Final report
- Proposed booklet design and layout
- Final booklet design and layout
- 30 CD's of the electronic booklet delivered to the municipality
- 1000 copies of the printed booklets delivered to the municipality offices

## **7. Project time frame**

The project is scheduled to run for five (5) months from the date of appointment. The service provider is then expected to provide a project plan detailing the time frames for the milestones to be achieved.

### 8. Project liaison and monitoring

The service provider will work closely with the office of the municipal manager and will by extension be responsible for constant reporting and consultation with the project steering committee to be established by the municipality upon the appointment of the service provider.

### 9. Required Expertise and experience

In order for the service provider to execute this task effectively and efficiently the prospective applicants must demonstrate the following capacity and experience:

| Component                     | Skills and Experience                                                                                                                                                                                                                         |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project management            | <ul style="list-style-type: none"> <li>Traceable Experience in report writing, team leadership and project management.</li> <li>Good written and verbal communication skills.</li> </ul>                                                      |
| Data collection               | <ul style="list-style-type: none"> <li>Traceable experience within the local government integrated planning and performance management.</li> <li>Ability to collect and analyze information</li> <li>Research/ journalistic skills</li> </ul> |
| Draft report and final report | <ul style="list-style-type: none"> <li>Traceable experience in performance report writing</li> <li>Facilitation and presentation skills</li> </ul>                                                                                            |
| Translation                   | <ul style="list-style-type: none"> <li>Experience in translating documents from English to Zulu</li> </ul>                                                                                                                                    |
| Layout designs                | <ul style="list-style-type: none"> <li>Expertise and experience in graphic designing</li> </ul>                                                                                                                                               |

### 10. Technical Evaluation Criteria

#### EVALUATION CRITERIA

| Key aspect of criterion                             | Basis for points allocation                                                                                                     | Score        | Max points | Verification method                                                   |
|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|--------------|------------|-----------------------------------------------------------------------|
| Understanding of terms of reference and Methodology | Methodology (Execution Plan of all stages of the project with Time Frames)                                                      | Excellent    | 40         | Detailed Methodology (Execution Plan with Time Frames) to be attached |
|                                                     |                                                                                                                                 | Good         | 20         |                                                                       |
|                                                     |                                                                                                                                 | Satisfactory | 10         |                                                                       |
|                                                     | No understanding of terms and references                                                                                        | Poor         | 0          | No clear understanding of the TOR's                                   |
| Qualifications and experience of Project Manager    | Degree in Public Management / Public Administration with five years experience in projects of similar nature and in government. | Excellent    | 10         | CV, Certified Copy of Qualification (not older than 3 months)         |

|                                                                                                             |                                                                                                                                                                           |              |            |                                                                               |
|-------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------|-------------------------------------------------------------------------------|
|                                                                                                             | National Diploma in Public Management / Public Administration three years experience in projects of similar nature and in government.                                     | Good         | <b>5</b>   |                                                                               |
|                                                                                                             | No CV, Degree qualification in Public Management / Public Administration                                                                                                  | Poor         | <b>0</b>   | No CV, & Certified Copy of Qualification                                      |
| Experience of Project team                                                                                  | National Diploma in Communication Management and Public Relations and Graphic Design with three years experience in projects of similar nature or NQF 5                   | Excellent    | <b>30</b>  | CV & Certified Copy of Qualification to be attached (not older than 3 months) |
|                                                                                                             | National Diploma in Communication Management and Public Relations and National Diploma in Graphic Design with two years experience in projects of similar nature or NQF 4 | Good         | <b>20</b>  |                                                                               |
|                                                                                                             | National Diploma in Communication Management and Public Relations and National Diploma in Graphic Design with less than two years experience and NQF 4 or less than 4     | Fair         | <b>10</b>  |                                                                               |
|                                                                                                             | No experience in projects of similar nature and Communication and Public Relations Diploma                                                                                | Poor         | <b>0</b>   | No CV & Certified Copy of Qualification attached                              |
| Experience of the bidder (Name of traceable reference with contact details to be included for verification) | Three or more completed design, compile & project management projects in the past five years.                                                                             | Excellent    | <b>20</b>  | No appointment letters and reference letters attached                         |
|                                                                                                             | Two completed design, compile and project management projects in the past five years.                                                                                     | Good         | <b>15</b>  |                                                                               |
|                                                                                                             | One completed design, compile and project management project in the past five years.                                                                                      | Fair         | <b>10</b>  |                                                                               |
|                                                                                                             | No experience                                                                                                                                                             | Poor         | <b>0</b>   |                                                                               |
|                                                                                                             |                                                                                                                                                                           | <b>TOTAL</b> | <b>100</b> |                                                                               |

Only bidders who obtain more than 75 points will be considered for the price evaluation.

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

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

|                     |                   |
|---------------------|-------------------|
| Name of Bidder..... |                   |
| Bid Number.....     |                   |
| Closing Time .....  | Closing Date..... |

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

BID PRICE IN RSA CURRENCY  
\*\* (ALL APPLICABLE TAXES INCLUDED)

**NB: Bidders to fill the amounts of the TENDER they are bidding for.**

| NO | Description | PRICE EXCLUSIVE OF VAT | Vat (15%) | PRICE INCLUSIVE OF VAT |
|----|-------------|------------------------|-----------|------------------------|
| 1. |             |                        |           |                        |

Required by: .....

- At: .....

- Country of Origin .....

- Does the offer comply with the specification(s)? ..... \*YES/NO

- If not to specification, indicate deviation(s) .....

- Period required for delivery .....

- Delivery basis ..... \*Delivery: Firm/Not firm

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

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

\*Delete if not applicable

**DECLARATION OF INTEREST**

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

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):

3.4 Company Registration Number: .....

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity Numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish particulars. ....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) An employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.

.....  
 .....

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

3.11.1 If yes, furnish particulars

.....  
 .....

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

3.12.1 If yes, furnish particulars.

.....  
 .....

3.13 Are any spouse, child or parent of the company's director's trustees, managers, Principle shareholders or stakeholders in service of the state?

**YES / NO**

3.13.1 If yes, furnish particulars.

.....  
 .....

3.14 Do you or any of the directors, trustees, managers, Principle shareholders or stakeholders of this company Have any interest in any other related companies or Business whether or not they are bidding for this contract.

**YES / NO**

3.14.1 If yes, furnish particulars:

.....  
 .....

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

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
|           |                 |                       |
|           |                 |                       |

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidders**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. 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 R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender

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                       |            |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

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:
- |                                         |                                 |
|-----------------------------------------|---------------------------------|
| 1)                                      | B-BBEE Status level certificate |
| issued by an authorized body or person; |                                 |
| 2)                                      | A sworn affidavit as prescribed |
| by the B-BBEE Codes of Good Practice;   |                                 |
| 3)                                      | Any other requirement           |
| prescribed in terms of the B-BBEE Act;  |                                 |
- (i) **“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;
- (j) **“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

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 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 (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 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. BID DECLARATION

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 CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(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<br>√ | QSE<br>√ |
|-----------------------------------------------------------------|----------|----------|
| 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 propriety
- ☐ 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 authorised 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 favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

- 1. ....
- 2. ....

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

DATE: .....

ADDRESS .....

.....

.....

## CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2 .....

DATE: .....

**CONTRACT FORM - RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....  
Accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

| Item  | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Yes                             | No                             |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?<br><br>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).<br><br><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                 |                                |
| 4.2   | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>                                                                                                                                                                                                                                                                                | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                 |                                |

|             |                                                                                                                                                                                                                                        |                                 |                                |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.3         | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?                                                 | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1       | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |
| <b>Item</b> | <b>Question</b>                                                                                                                                                                                                                        | <b>Yes</b>                      | <b>No</b>                      |
| 4.4         | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.7.1       | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |

### CERTIFICATION

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:\_\_\_\_\_that:

(Name of Bidder)

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

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

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

|           |                |
|-----------|----------------|
| .....     | .....          |
| Signature | Date           |
| .....     | .....          |
| Position  | Name of Bidder |

## **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.
- 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.
- 3.2 Invitations to bid are usually published in local distributed news media and on the municipality / municipal entity website.

#### **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**

- 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.
- 5.5 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.

#### **6. Patent Rights**

- 6.1 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 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.

- 7.2 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.
- 7.3 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 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the 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 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 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.
- 16.4 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 favorable 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 Purchaser; and
  - b) 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 Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### **33. National Industrial Participation Programme**

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

### **34. Prohibition of Restrictive Practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

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

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the Purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.