



Midvaal Local Municipality
PO Box 9, Meyerton, 1960
Tel: 016 360 7400
Fax: 016 360 7519
www.midvaal.gov.za

COMPETITIVE BID

BID 8/2/5/122 (2021-2024): FOR THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER VARIOUS BRANDED PROMOTIONAL ITEMS TO MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS, FROM DATE OF APPOINTMENT TO 30 JUNE 2024

PRE-QUALIFICATION CRITERIA:		Only Tenderers with an EME status as defined from the PPPF Regulations 2017 and a, Level 01 B-BBEE status will be evaluated for this bid	
COMPULSORY BRIEFING SESSION:		N/A	
DATE:	N/A	TIME:	N/A
CLOSING DATE:	20 DECEMBER 2021	TIME	10H00

FULL NAME OF TENDERING ENTITY:			
ENTITY REGISTRATION NUMBER			
COMPANY ADDRESS:			
CONTACT PERSON:			
TEL NO:		CELL NO:	
FAX NO:		EMAIL:	
CENTRAL SUPPLIER DATABASE (CSD) NO:			
MIDVAAL VENDOR NO. (NOT COMPULSORY):			
TOTAL BID PRICE/VALUE (INCLUDING VAT) (R):		IGNORE IF RATES BASED	

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TENDERING ENTITY OWNERSHIP DETAILS

NAME OF PERSON / ENTITY	% OF SHARES OWNED
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

NB: Please feel free to add a separate page and attach behind this page if the provided space is not enough. Alternatively attach a shareholding certificate.

What percentage of the company is owned by **youth** _____%; **women** _____% and **people with disabilities** _____%

IMPORTANT INFORMATION RELATING TO THIS BID

BID NUMBER:	8/2/5/122 (2021-2024)		
MUNICIPAL NOTICE NUMBER:	MN3101/21		
CLOSING DATE:	20 DECEMBER 2021	TIME:	10:00 AM
ADVERT DATE:	15 NOVEMBER 2021	VALIDITY PERIOD:	90 DAYS
VALIDITY EXPIRY:	20 MARCH 2022		

BIDS SUBMISSION

Bids are to be sealed in an envelope marked with the relevant bid number and description as indicated on the bidding documents and are to be placed in the tender box situated at:

Block A – Ground Floor,
25 Mitchell Street,
Meyerton,
1961

Bids are to be submitted between 07:30 and 16:00, Mondays to Fridays, prior to the closing date and time. No late submissions will be considered.

Please Note:

1. Bidders are requested to **initial each page** of the bid document.
2. **No** faxed or e-mailed tenders will be accepted.
3. All tenders must be submitted on the official forms **(not to be typed OR re-typed)**. **Only original** signed tender documents will be accepted.
4. Bids submitted for consideration **must be 'written' meaning by hand in black ink or any form of electronic or mechanical writing**. **No correction** fluid will be allowed, especially on the pricing schedule or BOQ. **All alterations** must be crossed-out and initialled/signed
5. Where a **compulsory briefing session** is required, it is the onus of the bidder to attend and arrive in time. Late arrivals will not be allowed to sign the attendance register and will be deemed to be absent. **No bids will be considered** from bidders who did not attend the compulsory briefing session.
6. Midvaal Local Municipality **will not accept** any bid with **missing pages** and **not fully completed** with the **required attachments**.
7. **Failure to adhere to the above will result in your bid not being further evaluated.**

8. REGISTRATION AS A VAT VENDOR

8.1 Non-VAT vendors do not have to include VAT in their bid prices, however they must submit bids for contracts that would, if successful, take their annual turnover above the threshold of R 1 million must include VAT in their price quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.

8.2 The award of contract would be (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.

8.3 In all instances where the bidder has excluded VAT from the prices quoted, if the bidder is successful, the letter of contract will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.

8.4 The successful bidder will have to absorb the adverse financial implications of not including VAT in the price quoted.

EVALUATION OF BIDS

1. Bids will be evaluated and according to the following criteria:
 - a. Relevant specifications and where applicable, technical proposals;
 - b. Value for money;
 - c. Capability and ability to execute the contract;
 - d. Midvaal SCM Policy, PPPFA and its Regulation as well as any other relevant legislations; and
 - e. Supporting documents where required
2. Bidder's attention is specifically drawn to the provisions of the rules and specifications which are included in the bid documents.
3. The Council reserves the right to accept any bid or part thereof and does not bind itself to accept the lowest or any bid.
4. No bids will be considered from persons in the service of the state.

NB: THIS BID IS SUBJECT TO THE SPECIAL CONDITIONS OF CONTRACT AND GENERAL CONDITIONS OF CONTRACT

MIDVAAL LOCAL MUNICIPALITY INDEMNITY

1. The Contractor hereby agrees to indemnify, hold harmless and defend Midvaal Local Municipality and their officers, employees, agents and representatives, from and against the following liabilities arising as a result of the execution of the work:
 - 1.1 Any liability with regard to claims by governmental authorities or others for non-compliance by Contractor of any Act of Parliament, law, ordinance, regulation or by-law made by a lawful authority provided that such compliance therewith was required for the execution of the Contract or at Law.
 - 1.2 Any liability arising from actual or alleged public or private nuisance arising out of negligent acts or omissions to act of Contractor or its Subcontractors, or of their employees.
 - 1.3 Any liability arising from loss or damage to Contractor and/or Subcontractor's equipment and their other property on site.
 - 1.4 Any liability arising from claims with regard to the death of/or injury or sickness or disease to Contractor's employees or the death of/or injury or sickness or disease to third parties.
 - 1.5 Any liability arising from any loss of/or damage to property belonging to a third party.
 - 1.6 Any liability arising from actual or asserted infringement or improper appropriation or use of patents, copyrights, proprietary information or know-how in respect of the work designed by/or under the responsibility of the Contractor.
 - 1.7 Any liability arising from the death or injury or loss or damage to property of third parties or Midvaal Local Municipality's property as a result of the negligent acts or omissions of contractors or its subcontractor's employees.
 - 1.8 Contractor shall indemnify Midvaal Local Municipality against all claims, proceedings, damages and costs of whatsoever nature arising out of contravention of environmental legislation.

I, _____ the undersigned (duly authorised to sign) hereby declare that I have read and understood the abovementioned and agree to all the above.

BIDDER'S AUTHORISED SIGNATORY:

Full Names and Surname:

Signature:

BIDDER'S ATTACHMENTS CHECKLIST

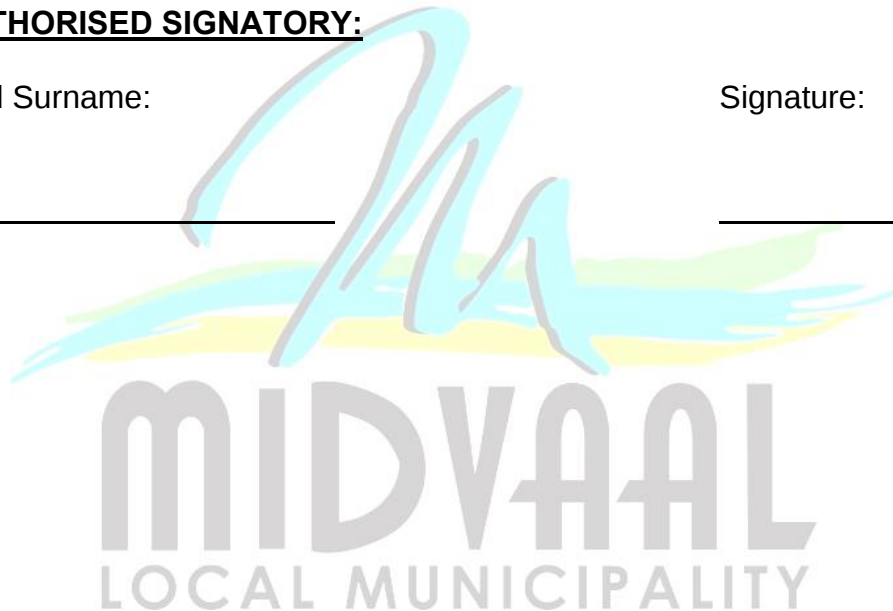
ADMINISTRATIVE COMPLIANCE:

DESCRIPTION		BIDDER'S CHECKLIST
1	Certified copy of the signed resolution by all directors authorising a director/ other official of the company to sign the documents on behalf of the company.	☐ YES ☐ NO
2	Current Water and Lights / Rates and Taxes obtainable from the local or metropolitan municipality.	☐ YES ☐ NO
3	In a case of a Joint Venture (JV)/ Consortium, the JV agreement.	☐ YES ☐ NO
4	Valid B-BBEE certificate or Completed or signed Sworn Affidavit The municipality only considers B-BBEE certificates from SANAS accredited agencies as well as certificates and sworn affidavits from the DTI.	☐ YES ☐ NO

BIDDER'S AUTHORISED SIGNATORY:

Full Names and Surname:

Signature:



MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY CHAIN MANAGEMENT PURPOSE

The purpose of this form is to obtain prove that municipal services, rates and taxes of the service provider are **not more than three months in arrears** with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

Where bidders are not owners of a property and cannot submit a copy of the municipal account, the following must be completed together with a dually signed lease agreement:

(TO BE COMPLETED BY THE LANDLORD)		
Name of the Landlord:		
Property Physical Address:		
Please tick below	Yes	No
Rental: in arrears for more than 3 months		
Municipal services: in arrears for more than 3 months		
Landlord Signature:		
Date: _____		
Landlord's business stamp here (where applicable)		

MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE, OR LEASE AGREEMENT MUST BE ATTACHED BEHIND THIS PAGE.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF MIDVAAL LOCAL MUNICIPALITY					
BID NUMBER:	8/2/5/122 (2021-2024)	CLOSING DATE:	20 DECEMBER 2021	CLOSING TIME:	10H00
DESCRIPTION	BID FOR THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER VARIOUS BRANDED PROMOTIONAL ITEMS TO MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS, FROM DATE OF APPOINTMENT TO 30 JUNE 2024				
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 (STREET ADDRESS)					
25 MITCHELL STREET					
MEYERTON					
1961					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ YES ☐ NO	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ YES ☐ NO	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ YES ☐ NO [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ YES ☐ NO [IF YES ENCLOSE PROOF 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	SUPPLY CHAIN MANAGEMENT		USER DEPARTMENT	CORPORATE SERVICES OFFICE	
TELEPHONE NUMBER	016 360 7481		TELEPHONE NUMBER	016 360 7627	
E-MAIL ADDRESS	tenders@midvaal.gov.za		E-MAIL ADDRESS	tenders@midvaal.gov.za	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD 3.1 - SCHEDULE OF RATES (PURCHASES)

NAME OF BIDDER:			
BID NUMBER:	8/2/5/122 (2021-2024)	MN NO:	MN3101/21
CLOSING DATE:	20 DECEMBER 2021	TIME:	10H00

OFFER TO BE VALID FOR **NINETY (90) DAYS** FROM THE CLOSING DATE OF BID.

REQUIRED BY: MIDVAAL LOCAL MUNICIPALITY AT THE CORPORATE SERVICES

BRAND AND MODEL: N/A

COUNTRY OF ORIGIN: SOUTH AFRICA

DOES THE OFFER COMPLY WITH ALL SPECIFICATIONS

YES/NO

IF NOT, INDICATE DEVIATIONS(S): N/A



MBD 4 - DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to 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 relation to the evaluating/adjudicating authority.
3. A Person who is an advisor or consultant contracted with the municipality.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

4.1 Full Name of bidder or his or her representative:

4.2

--	--	--	--	--	--	--	--	--	--	--	--	--	--

Identity Number:

4.3 Position occupied in the Company (director, trustee, shareholder²):

4.4 Company Registration Number:

4.5 Tax Reference Number:

4.6 VAT Registration Number:

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

4.8 Are you presently in the service of the state? YES / NO
If so, furnish particulars.

1 MSCM Regulations: "in the service of the state" means to be –

- (a) A member of –
 - any municipal council;
 - any provincial legislature; or
 - 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.

² 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.

4.9 Have you been in the service of the state for the past twelve months? YES / NO
If so, furnish particulars.

4.10 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
If so, furnish particulars.

4.11 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
If so, furnish particulars.

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

YES / NO

If so, furnish particulars.

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

YES / NO

If so, furnish particulars.

4.14 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

If so, furnish particulars.

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

Please note that The Federal Executive of the DA resolved as follows:

“That no office-bearer or member of the professional staff of the Party, or any company, partnership, close corporation or similar juristic entity in which such office-bearer or member of the professional staff has an interest, may tender for or contract to provide any goods or services to any DA controlled government.

For the purposes of this resolution:

“office-bearer” means any public representative or member of the Federal Executive, a provincial executive, a provincial management committee, a regional executive or a constituency executive;

“an interest” means that the office bearer or member of the professional staff has a 5% of more stake; and

“member of the professional staff” means any person who has an employment contract with the Party, and includes any person who is employed by the Party but who is paid by an organ of state, but does not include any person paid a gratuity or honorarium for services rendered to the Party.”

- 6.1 Are you or your company an office-bearer by means of any public representative or member of the Federal Executive, a provincial executive, a provincial management committee, a regional executive or a constituency executive?

YES / NO

If so, furnish particulars.

- 6.2 Do you or your company have an interest by means that the office bearer or member of the professional staff has a 5% of more stakes?

YES / NO

If so, furnish particulars.

- 6.3 Are you or your company a member of the professional staff by means any person who has an employment contract with the Party, and includes any person who is employed by the Party but who is paid by an organ of state, but does not include any person paid a gratuity or honorarium for services rendered to the Party?

YES / NO

If so, furnish particulars.

CERTIFICATION

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

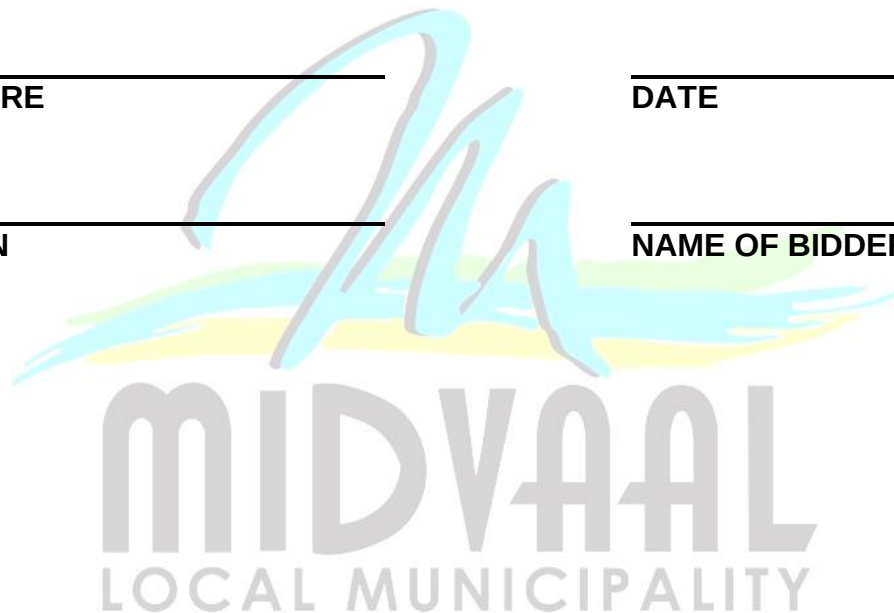
I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

SIGNATURE

DATE

POSITION

NAME OF BIDDER



MBD 5 - DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?
YES / NO

If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or another service provider in respect of which payment is overdue for more than 30 days?
YES / NO

If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

If yes, furnish particulars.

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

If yes, furnish particulars.

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic?
YES / NO

If yes, furnish particulars.

CERTIFICATION

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

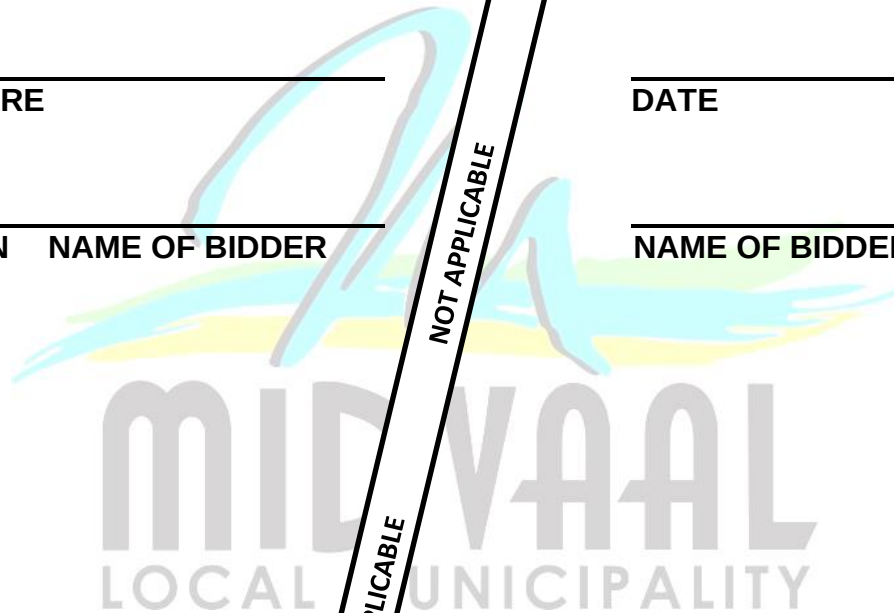
I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

SIGNATURE

DATE

POSITION NAME OF BIDDER

NAME OF BIDDER



NOT APPLICABLE

NOT APPLICABLE

NOT APPLICABLE

NOT APPLICABLE

**MBD 6.1 - 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 not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED	100

1.4 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.

1.5 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 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

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

4. 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 (80/20 SYSTEM)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
NON-COMPLIANT CONTRIBUTOR	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 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	☐	NO	☐
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted _____ %

ii) The name of the sub-contractor _____

iii) CSD Number of the sub-contractor MAAA

iv) The B-BBEE status level of the sub-contractor _____
(attach proof)

v) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

7.2 Name of company/firm _____

7.3 VAT registration number _____

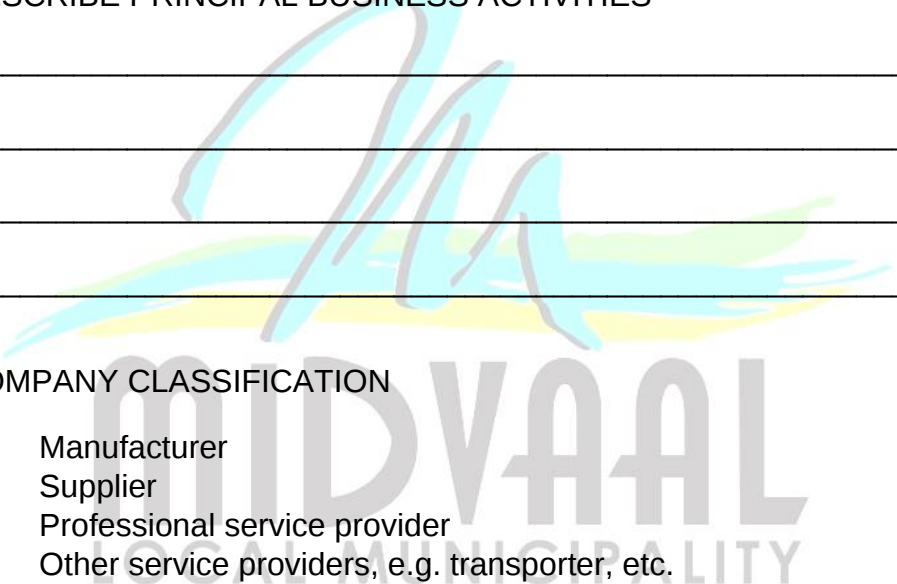
7.4 Company registration number _____

7.5 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

7.6 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES



7.7 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

7.8 MUNICIPAL INFORMATION

Municipality where the business is situated:

Registered Account Number: _____

Stand Number: _____

7.9 Total number of years the company/firm has been in business: _____

7.10 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:

SIGNATURE(S) OF BIDDERS(S)

1. _____

2. _____

DATE: _____

DATE: _____

NB: MIDVAAL LOCAL MUNICIPALITY CONSIDERS THE FOLLOWING:

- i. Only one of the three attached Sworn Affidavits (EME/ QSE/ GEN) will be accepted. Affidavits from accounting firms (in the accounting firms' letter head) WILL NOT be accepted.**
- ii. SANAS accredited B-BBEE certificates.**
- iii. B-BBEE certificates issued by the DTI via CIPC.**

FAILURE TO PROVIDE ANY ONE OF THE ABOVE-MENTIONED DOCUMENTS WILL RESULT IN NO POINTS BEING AWARDED.

THE REFERRED TO ABOVE DOCUMENT CAN BE PLACED BEHIND THIS PAGE



SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
 - The enterprise is _____% black owned;
 - The enterprise is _____% black woman owned;
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
 - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE- GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member/Director/Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians- a) Who are citizens of the Republic of South Africa by birth or descent or b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under oath that:
 - The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - The Enterprise is _____% Black Woman Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____ % Black Designated Group as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Based on the Financial statements/Management accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Dependent Signature: _____

Date: _____

Commissioner of Oaths
Signature & Stamp

LOCAL MUNICIPALITY

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with a specific bidding condition that only locally produced or manufactured goods with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

Description of services, works or goods	Stipulated minimum threshold
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content? (Tick applicable box)

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

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

The relevant rates of exchange information is accessible on www.resbank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

ISSUED BY: MIDVAAL LOCAL MUNICIPALITY

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible at http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)

R.....

Imported content (x), as calculated in terms of SATS 1286:2011

R.....

Stipulated minimum threshold for local content (paragraph 3.1 above)

.....

Local content %, as calculated in terms of SATS 1286:2011

.....

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product have been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of change indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2000 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1) Tender No. _____

(C2) Tender description: _____

(C3) Designated product(s) _____

(C4) Tender Authority: _____

(C5) Tendering Entity name: _____

(C6) Tender Exchange Rate: Pula _____ EU _____ GBP _____

(C7) Specified local content % _____

Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C13)	(C14)	(C15)

Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B _____

Date: _____

(C20) Total tender value _____

(C21) Total Exempt imported content _____

(C22) Total Tender value net of exempt imported content _____

(C23) Total Imported content _____

(C24) Total local content _____

(C25) Average local content % of tender _____

MBD 7.1 - CONTRACT FORM – PURCHASES

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: **BID 8/2/5/122 (2021-2024): BID FOR THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER VARIOUS BRANDED PROMOTIONAL ITEMS TO MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS, FROM DATE OF APPOINTMENT TO 30 JUNE 2024**

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) SANS/ISO/other regulatory framework where applicable

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 responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
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. _____

DATE: _____

2. _____

DATE: _____



PART 2 (TO BE FILLED IN BY MIDVAAL LOCAL MUNICIPALITY)

1. I _____ in my capacity as _____ accept your bid under reference number Bid Number: **BID 8/2/5/122 (2021-2024): BID FOR THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER VARIOUS BRANDED PROMOTIONAL ITEMS TO MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS, FROM DATE OF APPOINTMENT TO 30 JUNE 2024** 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.
4. I confirm that I am duly authorized to sign this contract.

SIGNED AT MEYERTON ON _____

NAME (PRINT) _____

SIGNATURE _____

OFFICIAL STAMP

WITNESSES

1. _____

DATE: _____

2. _____

DATE: _____

PERFORMANCE MANAGEMENT SYSTEM

The Municipal Finance Management Act (No. 56 of 2003) Section 116 (2) (d) determines that a Municipality must enter into a Performance Management System (PMS) with all service providers.

A final PMS document will be concluded in consultation with the appointed bidder.

ACCEPTANCE OF PMS AGREEMENT

You are hereby requested to sign this document as acceptance that your performance will be measured continuously in terms of the PMS.

CONTRACTOR

Signature : _____

Name : _____

Designation : _____

Date : _____

MIDVAAL LOCAL MUNICIPALITY

Signature : _____

Name : _____

Designation : _____

Date : _____

MBD 8 - 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.

4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

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 ☐	No ☐
4.3.1	If so, furnish particulars:		
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 ☐	No ☐
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 ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

SIGNATURE

DATE

POSITION NAME OF BIDDER

MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

INDVHAL
LOCAL MUNICIPALITY

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

BID 8/2/5/122 (2021-2024): BID FOR THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER VARIOUS BRANDED PROMOTIONAL ITEMS TO MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS, FROM DATE OF APPOINTMENT TO 30 JUNE 2024 in response to the invitation for the bid made by:

MIDVAAL LOCAL MUNICIPALITY

(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 _____ (Name of Bidder)
that:

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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

Signature

Date

Position

Name of Bidder

SPECIAL CONDITIONS OF CONTRACT

1. TERMINATION AT MIDVAAL LOCAL MUNICIPALITY'S OPTION

- 1.1 Midvaal Local Municipality shall have the right at any time, with or without cause, to terminate further performance of the WORK by written notice to Contractor specifying the date of termination. On the date of such termination stated in said notice, Contractor shall discontinue performance of the work and shall preserve and protect tools, materials, construction equipment and facilities on site, materials and plant equipment purchased for incorporation in the work, whether delivered to the site or on order, work in progress and completed work, both at site and in its own plant, pending Midvaal Local Municipality's instructions and, if requested by Midvaal Local Municipality, shall turn over the same to Midvaal Local Municipality, including title to said materials and equipment, or dispose of same in accordance with Midvaal Local Municipality's instructions.
- 1.2 In the event of such termination, Contractor shall, within seven (7) calendar days of such termination advise Midvaal Local Municipality of all outstanding subcontracts, rental agreements, and purchase orders which Contractor has with others pertaining to performance of the WORK and shall furnish Midvaal Local Municipality with complete copies thereof. Contractor shall upon request by Midvaal Local Municipality assign to Midvaal Local Municipality, or take such other action relative to such subcontracts, rental agreements or purchase orders as may be directed by Midvaal Local Municipality. When considering whether to cancel this contract, Midvaal Local Municipality shall be entitled to receive from the Contractor all information, including copies thereof, relating to outstanding sub contracts, rental agreements, purchase orders and other costs which the Contractor is likely to incur as a result of the cancellation, Contractor shall furnish all information and copies within seven days of Midvaal Local Municipality's written request.
- 1.3 All claims under any of the foregoing provisions shall be subject to the provisions that the Contractor shall take all reasonable steps to mitigate or diminish such costs or expenses and such claims shall be supported by documentation submitted to Midvaal Local Municipality, satisfactory in form and content to Midvaal Local Municipality and verified by Midvaal Local Municipality, and are subject to the Contract having complied with clause 1.2. Midvaal Local Municipality may withhold any further payment due to the contractor until all the required documents in clause 1.2 have been received to Midvaal Local municipality's satisfaction.

2. TERMINATION FOR DEFAULT

- 2.1 In the event Contractor's estate is liquidated or placed under judicial management provisionally or finally, or if Contractor commit any act of insolvency or publish a notice of surrender or present a petition for the acceptance of the surrender of its estate as insolvent or makes or prepare to make an arrangement with, composition or assignment in favour of its creditors

or agrees to carry out this Contract under a committee of inspectors of its creditors or goes into liquidation, whether provisionally or finally, or if Contractor defaults in the performance of any express obligation to be performed by it under this CONTRACT, and fails to correct or if immediate correction is not possible, shall fail to commence and diligently continue action to correct such default within five (5) working days following written notice thereof from Council or commits a breach of this contract and/or any other contract which the Contractor has with Midvaal Local Municipality and such breach is incapable of being cured, or commits a criminal offence or any of its employees commits a criminal offence, Council may without prejudice to any other rights or remedies Midvaal Local Municipality may have, hold in abeyance further payments to Contractor and/or terminate further performance of all or part of the work under this Contract by written notice to Contractor specifying date of termination.

- 2.2 In the event that the contractor has the intention to voluntarily liquidate their estate, they shall inform Midvaal Local Municipality of such intention within 14 days prior to the voluntary liquidation application being initiated.

They shall further inform Midvaal Local Municipality in writing once the voluntary liquidation has been finalised no later than 48 hours from date they receive such confirmation.

- 2.3 In the event of such termination by Midvaal Local Municipality, Council may take possession of the work at the site and any or all materials and plant equipment whether delivered to the site or on order therefore by Contractor, tools and construction equipment at site and finish the work by whatever method Council may deem expedient. Any methods procured / used by Council to expedite and / or to complete the work pursuant to the termination may be at the cost of the contractor.

- 2.4 In the event of termination by Midvaal Local Municipality, the Contractor shall upon request of Council, within 5 calendar days advise Midvaal Local Municipality of all outstanding subcontracts, rental agreements and purchase orders which Contractor has with others pertaining to performance of the WORK and furnish Midvaal Local Municipality with complete copies thereof. Upon request of Midvaal Local Municipality, Contractor shall assign to Midvaal Local Municipality in form satisfactory to Midvaal Local Municipality, Contractor's title to materials and plant equipment for the work and those subcontracts, rental agreements and purchase orders designated by Midvaal Local Municipality, which Contractor has with others pertaining to the work. Midvaal Local Municipality may withhold any further payments due to the contractor until all the required documents stated above have been received to Midvaal Local Municipality's satisfaction.

- 2.5. In the event of termination by Midvaal Local Municipality, the Contractor shall not be entitled to receive any further payment until the work is completed.

2.5.1 Should the amount that Midvaal Local Municipality must pay to complete the work exceed the contract price with the terminated

Contractor, the aforementioned will promptly pay the difference to Midvaal Local Municipality. This amount shall be legally deemed a debt due by the Contractor to Midvaal Local Municipality and should be recoverable accordingly.

2.5.2 Should the amount that Midvaal Local Municipality must pay to complete the work be less than the contemplated contract price, no payment to that effect will be made to the Contractor.

2.5.3. Midvaal Local Municipality shall have the right and is authorised to set off against and deduct any damages suffered by Midvaal Local Municipality due to the Contractor's default or event giving rise to the termination or due to other defaults of the contractor to comply with the terms and conditions of this contract along with amounts payable in respect of 2.5.1 above from payments due to the Contractor under this or any other previous or subsequent contract between the Contractor and Midvaal Local Municipality upon completion of the work. The Contractor shall be and continue to be fully liable for all such aforementioned damages to Midvaal Local Municipality

2.6 In the event where the Contractor is awarded this Contract, amongst others, because the Contractor is considered by Midvaal Local Municipality in its sole discretion to be a Black Economic Empowerment Entity, and it appears later in Midvaal Local Municipality's opinion that the Contractor is not a Black economic Empowerment Entity or is engaged in fronting as a Black economic Empowerment Entity, Midvaal Local Municipality shall be entitled to terminate this agreement without prior notice.

3. PATENTS

The Bidder shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trade marks or other protected rights and hereby indemnifies the Midvaal Local Municipality against any claims arising there-from.

All intellectual property rights including, without limitation, copyright, database rights, design and registered design rights, patents and trade mark rights, in the deliverables shall be owned by the Council.

The contractor, bidder or service provider shall execute any documents to ensure vesting of such rights in the Council. No trade mark, patent, design or other registration shall be made in the name of the contractor, bidder or service provider, its employees, directors and agents, in relation to any of the deliverables.

4. REGISTRATION WITH RELEVANT REGULATORY AUTHORITY

Bidders, who are compelled to register with controlling authorities regarding their goods/services to be delivered/rendered, should ensure that their relevant registrations are in order prior to the closure of the bids.

MLM may at any given time request bidders to submit proof thereof.

5. WARRANTY/GUARANTEE

Unless specified otherwise in the SCC the warranty/guarantee shall remain valid for a period of not less than twelve (12) months after the goods, or 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 of place of loading in the source country whichever period concludes earlier.

Bidders must however submit the guarantees upon request from MLM to the end user department at any given time.

6. PENALTIES

Should the bidder fail to deliver any or all the goods or perform the services within the period specified in the contract and / or bid document or as concluded in the Service Level Agreement, Midvaal Local Municipality may, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day until actual delivery of performance.

Midvaal Local Municipality may consider termination of the contract at it sees fit in in line with the General Conditions of Contract.

7. INCREASE/DECREASE IN SCOPE OF WORK

The Employer reserves the right to withdraw any section or item in the bill of quantities. The Contractor will have no claim in this respect.

Funds allocated to complete the works may be limited. The Employer thus reserves the right to reduce or add to the scope of work to suit the available budget, in which case the contractor will have no claim in this respect.

8. COSTS

The Contractor agrees that Midvaal Local Municipality shall be entitled to recover from the Contractor, Attorney and own client fees incurred by Midvaal Local Municipality in the event of arbitration and/or litigation proceedings relating to this Contract.

9. VALUE ADDED TAX AND CURRENCY

All prices quoted are to **INCLUDE** Value Added Tax (VAT), unless specifically stated to the contrary and all prices must be quoted in ZAR, i.e. the currency of the Republic of South Africa. The evaluation of points on this bid will be based on VAT exclusive

10. INSPECTION OF PLANT, EQUIPMENT AND PREMISES

Midvaal Local Municipality may at any stage during the production or execution, or on completion, be subject to inspect the premises of the bidder or contractor at all reasonable hours for inspection of the bidders plant, equipment and premises prior to the bid being awarded. These inspections shall be carried out as follows:

The HOD or any other delegated official, will visit the premises upon a formal appointment to inspect all plant and equipment and other items deemed necessary prior to the issue of the bid to the bid adjudication committee.

11. RETURNABLE DOCUMENTS

All required returnable documents should be attached to the bid document; failure to adhere to this may result in your bid being disqualified.

12. ALTERNATIVE BIDS

If a bidder wishes to submit an alternative (*where allowed*) for any of the items in the schedule of quantities, the bidder must indicate on the pricing schedule and complete the form included in the bidding documents. Failure to either indicate on the pricing schedule or complete the form in the bid document or both may result in your bid being disqualified.

13. DOMICILIUM & SOUTH AFRICAN JURISDICTION

The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Bid, and each Bidder shall indicate a place in the Republic and specify it in his Bid as his *domicilium citandiet executandi* where any legal process may be served on him.

Each Bidder shall bind himself to accept the jurisdiction of the Courts of Law of the Republic of South Africa.

The parties choose as their respective *domicilia citandiet executandi* the Following addresses:

The Council: Midvaal Local Municipality

25 Mitchell Street
Meyerton

The Contractor

Change of these addresses will only be valid if the other party has been notified in writing.

All notices between the parties concerned must be in writing.

If a notice or document is delivered by hand, written proof of delivery must be obtained. If a document is delivered by official of the Council, a statement to that effect will be sufficient.

14. If not delivered by hand, notices and documents will be sent by registered post.

GENERAL

Bid Awards

Please note that even though a bid may be awarded, and a successful bidder be approved to supply, deliver or render the applicable services to Midvaal, it is not a guarantee that orders will be placed on a regular basis. It may only be procured on an as and when required basis on receipt of an official Midvaal order.

NB: Bids results are placed on the municipality's website:

www.midvaal.gov.za

Bidder's attention is drawn to the fact that bid results are updated on a monthly basis.

Unsuccessful Bids

The unsuccessful bidder may on written request (in terms of the [Promotion of Access to Information Act 2 of 2000](#)) be given reason/s why their bid was unsuccessful.

NB: IT IS THE ONUS OF EVERY BIDDER TO CONTINUOUSLY MONITOR THE MUNICIPALITY'S WEBSITE FOR BID RESULTS.

Objections and Complaints

Bidders aggrieved by decisions or actions taken by Midvaal Local Municipality in the implementation of its supply chain management system may within 14 days of the decision or action lodge a written objection or complaint to the municipality against the decision or action.

The date of the decision or action referred to above will be the day the results were advertised on the website, being the 07th day of every month.

Non Awards

Bidders who submitted bids will be informed formally of all non-awards

EPWP requirements for labour intensive projects

Midvaal LM supports labour intensive projects and other services relating to where physical labour is required.

All service providers will be required to maximize the use of local unemployed labour on projects or when supplying or delivering services to MLM where applicable and agree to appoint unemployed Labour for the entire duration of the contract at a minimum rate determined by the Department of Labour.

All relevant questionnaires and reports are to be completed in full and submitted as part of this bid document.

15. ACCEPTANCE

- 15.1 Unless otherwise specified in the invitation to bid, this bid shall remain open for acceptance for a period of **NINETY (90) DAYS** from the date on which bids are due and during this period the bidder shall agree not to withdraw his/her bid or impair or derogate from its effect;
- 15.2 The Tender document provided by Midvaal Local Municipality accompanied by a signed written letter of acceptance shall constitute a contract binding on both parties.
- 15.3 Notwithstanding anything to the contrary in this agreement, the contract shall come into existence with effect from the signature date signed by both parties.

16. AUTHORITY TO SIGN BIDS

The bid shall be signed by a person duly authorised thereto.

Company: A resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company, which shall be included in the bid document / returnable.

Close Corporation: A resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf, which shall be included in the bid document / returnable.

Partnership: All the partners shall sign the documents unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in the bid / returnable.

Joint Venture: Should two or more firms jointly submit a bid, the bid shall be accompanied by the document of establishment of the joint venture, duly registered and authenticated by a notary public or other official deputed to witness sworn statements, which defines the conditions under which the joint venture will function, the period of duration, the persons authorised to represent the Joint Venture and

who are obligated thereby, the participation of the several firms forming the joint venture, and well as any other information necessary to permit a full appraisal of its functioning. Which shall be included in the bid document / returnable.

One Man Concern: This shall be clearly stated and all documents shall be signed accordingly.

17. SIGNATURE AUTHORITY OF CONTRACTOR/BIDDER

I, _____ in my capacity as _____
hereby confirm to be duly authorized to sign on behalf of

(Name of organization)

Address:

Telephone no: (_____) _____ and hereby acknowledge that I
have read and understood all the conditions and special conditions of contract and
conform to adhere to the schedules as set out in this bid document.

Signed at _____ on the _____ day of _____
2021.

SIGNATURE OF CONTRACTOR

THE NATIONAL TREASURY



Republic of South Africa

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

JULY 2010

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1. Definitions

1. 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 supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise 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 supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after 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 supplier 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 supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "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 or 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 organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- a. "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.
- b.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services

(excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

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

4. Standards

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

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

Patent Rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another for acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of comply with the contract requirements may be rejected.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected .
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the

contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation Orders

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

19. Assignment

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

20. Subcontracts

20.1 The supplier 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 supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the

place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

- (i) the name and address of the supplier 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 suppliers or persons prohibited from doing business with the public sector.

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

24. Anti- dumping and countervailing duties and rights

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

supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If a n y dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

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

33. Transfer of contracts

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

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any

force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 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.

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

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

Revised July 2010

MIDVAAL
LOCAL MUNICIPALITY

CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI)

This section sets out how personal information will be collected, used and protected by Midvaal Local Municipality hereinafter referred to as “MLM”, as required by the Protection of Personal Information Act. The use of the words “the individual” for the purposes of this document shall be a reference to any individual (bidder) communicating with MLM and/or concluding any agreement, registration or application, with the inclusion of each of those individuals referred to or included in terms of such agreement, registration or application.

1. What is personal information?

The personal information that MLM requires relate to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, and personal and work email and contact details.

2. What is the purpose of the collection, use and disclosure (the processing) of personal information?

MLM is legally obligated to collect, use and disclose personal information for the purposes of:

- reporting MLM initiatives to the Gauteng Provincial Treasury and Sedibeng District Municipality;
- reporting to National Treasury all contracts awarded;
- obtaining information related to Tax Compliance information from SARS;
- Verifying information on the National Treasury database of defaulters;
- evaluating and processing applications for registration on the database;
- compiling statistics and other reports;
- providing personalised communications;
- complying with the law; and/or
- for a purpose that is ancillary to the above. Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.

3. How will MLM process personal information?

MLM will only collect personal information for the purpose as stated above. Information will be collected in the following manner:

- directly from the individual;
- from service providers who provided with services or goods to MLM;
- from MLM's own records relating to previous supply of services or goods; and/or
- from a relevant public or equivalent entity.

4. To whom will personal information be disclosed?

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country (transborder flow of information) where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for. In the event of another party/ies acquiring all of or a portion of MLM's mandate or functions, personal information will be disclosed to that party but they will equally be obliged as we are, to protect personal information in terms of this policy and the law.

5. Consent and Permission to process personal information:

I hereby agree with the policy and provide authorisation to MLM to process the personal information provided for the purpose stated.

- I understand that withholding of or failure to disclose personal information will result in MLM being unable to perform its functions and/or any services or benefits I may require from MLM.
- Where I shared personal information of individuals other than myself with MLM I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in terms of this personal information policy and I warrant that I am authorised to give this consent on their behalf.
- To this end, I indemnify and hold MLM not responsible in respect of any claims by any other person on whose behalf I have consented, against MLM should they claim that I was not so authorised.
- I understand that in terms of POPI and other laws of the country, there are instances where my express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.
- I will not hold MLM responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

6. Rights regarding the processing of personal information:

- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide MLM with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if MLM agrees to same in writing. MLM specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.
- In order to withdraw consent, please contact the Information Officer at Johannesm@midvaal.gov.za
- A copy of the full MLM policy is available at our offices, situated at Head Office, 25 Mitchell Street, Meyerton, 1961, South Africa.
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify MLM so that our records may be updated. MLM will largely rely on the individual to ensure that personal information is correct and accurate.

- The individual has the right to access their personal information that MLM may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:
 - the information comes under legal privilege in the course of litigation,
 - the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
 - giving access may cause a third party to refuse to provide similar information to MLM,
 - the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
 - the information as it is disclosed may result in the disclosure of another person's information,
 - the information contains an opinion about another person and that person has not consented, and/or
 - the disclosure is prohibited by law.

7. Requesting access and lodging of complaints:

- Please submit any requests for access to personal information in writing to MLM's information officer at Johannesm@midvaal.gov.za
- With any request for access to personal information, MLM will require the individual to provide personal information in order to verify identification and therefore the right to access the information.
- There may be a reasonable charge for providing copies of the information requested.
- If any request has not been addressed to satisfaction a complaint may be lodged at the office of the Information Regulator.

Signature:	Date:
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SPECIFICATIONS

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER VARIOUS BRANDED PROMOTIONAL ITEMS TO MIDVAAL LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS, FROM DATE OF APPOINTMENT TO 30 JUNE 2024

1. PURPOSE

To appoint a panel of suitably qualified and experienced service providers for the supply and delivery of various branded promotional items on an as and when required basis from date of appointment to 30 June 2024.

2. PRE-QUALIFICATION

- Only EME's with a level 01 (one) B-BBEE status may tender.
- A bidder who fails to meet the pre-qualification criteria as stipulated will be regarded as an unacceptable tender.
- As per the B-BBEE commission, the municipality only considers valid sworn affidavits and B-BBEE certificates as per the DTI and CIPC, as well as B-BBEE certificates which are SANAS accredited.

3. THE PANEL COMPOSITION

- a) The nature of the panel provides for items to be procured on an as and when required basis.
- b) Bidders will not be expected to provide pricing when submitting their bids.
- c) The panel will be composed of suppliers who achieved the minimum points required on functionality.
- d) RFQ's will be sent to bidders on the panel electronically and they will be expected to submit their quotes electronically within the prescribed date and time.
- e) The award will be made to the lowest scoring bidder(s) as and when goods are required.
- f) Bidders are cautioned to the fact that being successfully included to the panel does not necessarily mean that work is guaranteed, and no claim can be made a such against the municipality.
- g) The procurement of all branded promotional items which may not be included to the minimum list of items provided will be procured through this tender.
- h) The municipality reserves the right to appoint any number of qualifying panelists.
- i) The municipality reserves the right to add other service providers to the panel anytime deemed necessary, the addition will be through a competitive tendering process as well which the period will be synchronized to this tender.
- j) Branding of the promotional items must be in line with Midvaal Local Municipality Corporate Identity Manual, (Attached).

4. CATEGORY SELECTION (S)

The Midvaal Local Municipality (MLM) PR & Marketing department requires a Panel of Service providers for the supply and delivery various branded promotional items, to deliver the following items categories identified by the PR & Marketing department.

Bidders must provide eight (8) preselected promotional items samples on each category below for the purpose of functionality evaluation. This tender will cater for various branded promotional items bidders must be able to provide promotional items listed in the below listed categories:

PROMOTONAL ITEMS CATEGORIES REQUIREMENTS		
NO.	CATEGORY	PRE- SELECTED PROMOTIONAL ITEMS (X)
1.	MOBILE TECHNOLOGY	
1.1	Wireless Charges	
1.2	Power Banks	
1.3	Memory Sticks	(X)
1.4	Earbuds	
1.5	Headphones	
1.6	Bluetooth Speakers	
1.7	Laser Pointers	
1.8	USB Pens	
1.9	Smart Watches	
1.10	Wire and Bluetooth Headphones	
1.11	Connector Cables	
1.12	Adaptors	
1.13	USB Power Hubs	
1.14	USB Wall Chargers	
1.15	Wireless Optical Mouses	
2.	CONFERENCE, SHOPPERS, TRAVEL, AND BACKPACK BAGS	
2.1	Ladies Laptop Bags	
2.2	Shoulder bags	
2.3	Tech Backpack	
2.4	Tech Trolley Bags	
2.5	Tech Wrap Bags	
2.6	Messenger Bags	
2.7	Conference Bags	
2.8	Document Pouch Bags	
2.9	Laptop Sleeve Bags	
2.10	Tablet Sleeve Bags	
2.11	Sports Bags	
2.12	Drawstring Bags	(X)
2.13	Conference Tote Bags	
2.14	Grocery Shopper Bags	
2.15	Gift Bags	

3.	OUTDOOR AND RECREATION	
3.1	Lunch Coolers	
3.2	Trolley Coolers	
3.3	Picnic Bags	
3.4	Cargo Organisers	
3.5	Utility Torch Tools	
3.6	Emergency Lights	
3.7	Multi-Function Torches	
3.8	Lanterns	
3.9	Folding Chairs	
3.10	Picnic Bags	
3.11	Cookout Aprons	
4.	DRINKWARE AND LUNCHWARE	
4.1	Tumblers	
4.2	Travel Mugs	
4.3	Drink Bottles	
4.4	Infuser Bottles	
4.5	Flasks	
4.6	Coffee Sets	
4.7	Mugs	
4.8	Glass Sets	
4.9	Lunch Boxes	
4.10	Shakers	
4.11	Jars	
4.12	Thermal Mugs	
4.13	Water Bottles	(X)
5.	WRITING INSTRUMENTS	
5.1	Desk Pens	
5.2	Neck Pens	
5.3	Ball Pens	
5.4	Rollerball Pens	
5.5	Ball Pen and Pencil Sets	
5.6	Ball Pen and Rollerball Set	
5.7	Bookmarks	
5.8	Cube Holders	
6.	NOTEBOOKS AND MEMO PADS	
6.1	Journals Notebooks	
6.2	Script Notebooks	
6.3	Diaries	
6.4	Jotter Notebooks	(X)
6.5	Notepads	
6.6	USB Notebooks	
6.7	Zip Around Folders	
6.8	Drop Handles Folders	

6.9	Stripez Folders	
6.10	Elasticity Folders	
6.11	Tech Folders	
7.	EXECUTIVE GIFTS	
7.1	Turbo One Gift Sets	
7.2	Prestige Gift Sets	
7.3	Executive Keyholder and Pen Gift Set	
7.4	Business Card Holders	
7.5	Travel Wallets	
8.	LANYARDS AND POUCHES	
8.1	Polyester Lanyards	(x)
8.2	Conference Pouches and Lanyards	
8.3	Identity Card Holder	
8.4	PVC Name Badges	
8.5	Candy Stripe Lanyards	
8.6	Reflective Stitching Lanyards	
9.	SPORTS, WELLNESS AND WELLBEING	
9.1	Runner Arm Pouches	
9.2	Sports Towels	
9.3	Exercise Mats	
9.4	Sweat Bands	
9.5	Golf Pouches	
9.6	Panel Caps	(x)
9.7	Lip Service Balms	
9.8	Peak Caps	
9.9	Beanies	
10.	KEYHOLDERS	
10.1	Torch Keyholders	
10.2	Bottle Opener Keyholders	
10.3	Zink Alloy Keyholders	
10.4	Domes Sticker Keyholders	
10.5	Aluminium Keyholders	
10.6	Stainless Steel Keyholders	
10.7	Simulated Leather Keyholders	
10.8	Polished Nickel Plating	
10.9	Polished Chrome Plating Keyholders	
10.10	Bonded Leather Keyholders	
10.11	Acrylic Keyholders	
11.	DOMES AND STICKERS	
11.1	Vinyl Stickers	
11.2	Label Stickers	
11.3	Dome Stickers	
11.4	Access Stickers	

11.5	Signage Stickers	
11.6	Decals	
12.	AWARDS, MEDALS, PLAQUES AND RIBBONS	
12.1	Performer Awards	
12.2	Prestige Awards	
12.3	Distinction Awards	
12.4	Satin Gift Ribbons	
12.5	Ceremonial Ribbons	
12.6	Wreaths	
12.7	Achiever Medals with Ribbons	(X)
12.8	Unveiling Plaques	
12.9	Commemorative Ribbons	
12.10	Trophies	
13.	FLAGS, BANTING, AND TABLE CLOTHES	
13.1	Desk Flags	
13.2	Polyester Table Clothes	
13.3	Supporter Flags	
13.4	Outdoor Pole Flags	
13.5	Hand Flags	
13.6	PVC Tablecloths	
14.	DISPLAY, SIGNAGE INDOORS AND OUTDOOR	
14.1	Economy Pull Up Banners	
14.2	X-Banners	
14.3	Executive Pull Up Banners	
14.4	Fence Wraps	
14.5	Eyelets Banners	
14.6	Ark Banners	
14.7	Fin Banners	
14.8	Aerial Banners	
14.9	Triangle Bunting	
14.10	Circle Bunting	
14.11	Rectangle Bunting	
14.12	Gazebos	
14.13	Backdrop Banners	
14.14	Telescopic Banners	
14.15	Shark Fin Banners	
14.16	Wall Banners	
14.17	Billboard Banners	
14.18	Pop Up Banners	
14.19	Promo Counters	
14.20	Brochure Display s	
14.21	Exhibition Stands	
14.22	Street Pole Banners	
14.23	Welcome Banners	

15.	NAME BADGES, BUTTON BADGES AND LAPEL PINS	
15.1	Concept Name Badges with magnets	
15.2	Ribbons with Pins	
15.3	Visitors Name Badges	
15.4	Name Tags	
15.5	Custom Button Badges	
15.6	Custom Lapel Pins	
16.	OFFICE AND STATIONERY	
16.1	Business Cards	
16.2	Letterheads	
16.3	Certificates	
16.4	Gloss Paper Folders	
16.5	Wall Posters	
16.6	Complimentary Slips	
16.7	Calendars	
17.	UMBRELLAS	
17.1	Compact Umbrellas	
17.2	Stratus Umbrellas	
17.3	Golf Umbrellas	
17.4	Beach Umbrellas	
18.	WRISTBANDS	
18.1	Plastic Wristbands	
18.2	Silicone Wristbands	(x)
18.3	Reflective Wristbands	
18.4	Tyvek Wristbands	

5. CONTRACT PERIOD

- The contract will be effective from date of appointment until 30 June 2024.

6. PERFORMANCE MANAGEMENT SYSTEMS

- The successful bidders will be required to enter into a performance management agreement, whereby each bidder's performance will be measured and assessed against deliverables.

7. SANS COMPLIANCE

- It is the responsibility of the successful bidder to ensure that, all products are SANS and ISO approved and compliant.
- It is also the responsibility of the successful bidder to ensure that, the products where applicable are DTI local content compliant.

- Midvaal Local Municipality reserves the right to reject any product that is found not to be of the highest quality, and which is not SANS nor DTI local content compliant.
- Bidders are requested to submit a signed confirmation letter in the company letter head which gives assurance that all products to be offered are of good and acceptable quality.

8. DELIVERY

All goods stated on an official Midvaal Local Municipality's purchase order must be delivered as follows:

- 05 (five) to 10 (ten) working days for all the branded promotional items which must be customised.
- Proof of all promotional items must be submitted for PR & Marketing for approval.
- Purchase orders may be hand delivered, faxed or emailed.
- The delivery address will be provided for on the official purchase order.
- The bidder will be expected to replace any rejected products within 07 working days or as per the required time for manufacturing (proof must be submitted).
- The replacement will be at the supplier's own cost and cannot be claimed against the municipality.

9. PAYMENT OF INVOICES

- Midvaal Local Municipality will not accept any responsibility for the non-payment of any invoice(s) submitted by the successful bidder if the relevant invoice does not reflect an official municipal order number and VAT number.
- All invoices are to be paid within 30 days from date of receipt by the municipality if the invoice is found to be in order.

10. CONTRACT PRICE ADJUSTMENT

- Not applicable.

11. VALUE FOR MONEY

- The panel and the RFQ system are meant to ensure that the municipality at any given time will procure branded promotional items at competitive and market related rates or prices. The municipality reserves the right to not accept prices that are not market related.

12. AWARD OF BID

- The panel will be composed of bidders who have passed the functionality testing.
- Emphasis is put to the fact that being successfully included to the panel does not necessarily mean that work is guaranteed.
- As noted elsewhere in the specifications, the bid is on an as and when required basis and the award will be made to the highest scoring bidder as and when goods are required.
- An RFQ will be sent to all panellists requesting them to submit a quote within the specified timeframe, the submission will then be evaluated in terms of the requirements as per the RFQ and in terms of PPPFA (highest procurement points scorer).
- The municipality reserves the right to accept any bid or part thereof and does not bind itself to accept the any bid.
- Prices must be inclusive of delivery fees.

13. EXPERIENCE

- Bidders are hereby requested to ensure the attached reference/satisfactory letters (*A – C attached*) are completed, signed, and stamped by the respective institution offering testimony for services rendered or works completed.
- Bidders must submit eight (8) preselected branded promotional items samples for the purpose of functionality evaluation.
- All Bidders should collect all their samples within 30 days after awarding a successful bidder.
- The works completed or service rendered must refer to the supply and delivery of branded promotional items in the last five years from the date when the Bid advertisement closes.
- Only reference/satisfactory letters which have been stamped will be considered.
- Bidders must ensure that the reference/satisfactory letters are fully completed as incomplete letters will not be considered.

14. BUSINESS LOCATION

- Bidders are requested to submit rates and taxes of the business. Where the business is renting/leasing, a lease agreement or rental agreement will suffice, together with the rates and taxes of the owner.

15. TECHNICAL EVALUATION:

This tender will be evaluated in 3 stages.

- 1st stage - Prequalification Criteria
- 2nd stage - Branded Promotional Items Sample Verifications
- 3rd stage - Reference / Satisfactory letter(s) verification and location

15.1 1st stage – Prequalification Criteria

- Only bidders with an EME enterprise type and a level 01(one) B-BBEE status may tender.
- A bidder who fails to meet the pre-qualification criteria as stipulated will not proceed to stage 2 Sample Verification.
- As per the B-BBEE commission, the municipality only considers valid sworn affidavits and B-BBEE certificates as per the DTI and CIPC, as well as B-BBEE certificates which are SANAS accredited.

15.2 2nd stage – Branded Promotional Items Sample Verification

PROMOTONAL ITEMS CATEGORIES REQUIREMENTS				
NO.	CATEGORY	PRE- SELECTED ITEMS	BIDDERS TO TICK SAMPLES SUBMITTED	ACCEPTANCE/ UNACCEPTABLE
1.	MOBILE TECHNOLOGY	Memory Sticks		OFFICIAL USE
2.	CONFERENCE, SHOPPERS, TRAVEL, AND BACKPACK BAGS	Drawstring Bags		
3.	DRINKWARE AND LUNCHWARE	Water Bottles		
4.	NOTEBOOKS AND MEMO PADS	Jotter Notebooks		
5.	LANYARDS AND POUCHES	Polyester Lanyards		
6.	SPORTS, WELLNESS AND WELLBEING	Panel Caps		
7.	AWARDS, MEDALS, PLAQUES AND RIBBONS	Achiever Medals with Ribbons		
8.	WRISTBANDS	Silicone Wristbands		

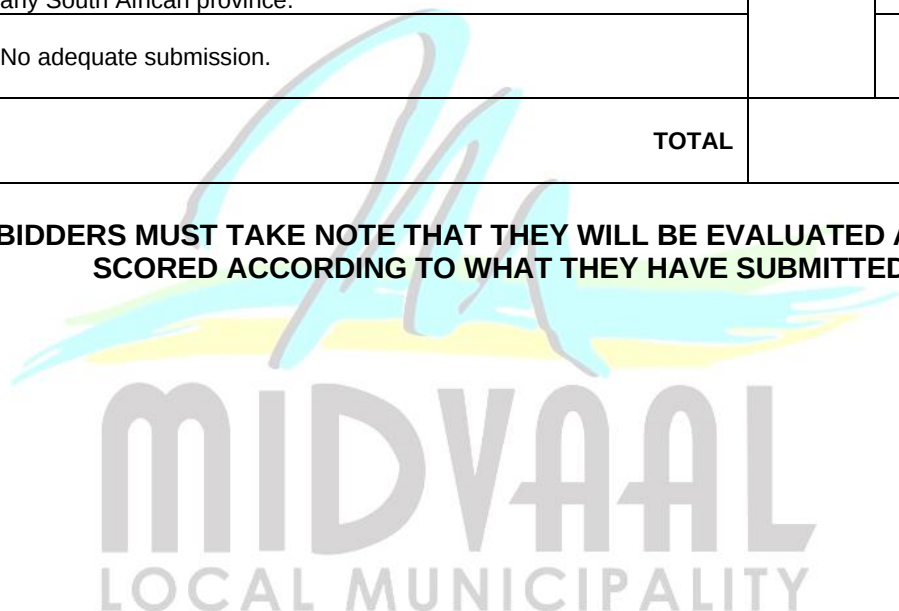
15.3 Reference / Satisfactory letter(s) verification and location

- Bidders need to achieve an overall minimum score of **30 out of 50** to be included in the panel.
- The number of panellists will be determined after evaluation on functionality.
- Functionality will be assessed as follows:

DESCRIPTION	MIN. POINTS	MAX. POINTS
Experience	30	30
Business Location		20
TOTAL	50	

Item	Description	Min. Points	Points Scoring	Max Points
Experience and knowledge of the industry (Refer to clause 13)	03 or more of the attached reference/satisfactory letters, fully completed and stamped, and relates to the supply and delivery of branded promotional items.	30	30	30
	02 of the attached reference/satisfactory letters, fully completed and stamped, and relates to the supply and delivery of branded promotional items.		20	
	01 of the attached reference/satisfactory letter, fully completed and stamped, and relates to the supply and delivery of branded promotional items.		10	
	None of the attached reference/satisfactory letters, fully completed and stamped, and relates to the supply and delivery of branded promotional items.		0	
Business Location (Refer to clause 14)	Business operates within Midvaal jurisdiction		20	20
	Business operates outside Midvaal but within Sedibeng District		10	
	Business operates outside Midvaal and Sedibeng District but within any South African province.		5	
	No adequate submission.		0	
TOTAL		50		

NB: BIDDERS MUST TAKE NOTE THAT THEY WILL BE EVALUATED AS WELL AS SCORED ACCORDING TO WHAT THEY HAVE SUBMITTED.



REFERENCE / SATISFACTORY LETTER - A

TO: MIDVAAL LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Midvaal Local Municipality relative to bid for the supply and deliver various branded promotional items to Midvaal Local Municipality on an as and when required basis, from date of appointment to 30 June 2024.

Name of bidder:

Description of goods provided:

Date when the branded promotional items were provided:

Was their branded promotional items satisfactory? Yes / No

If No, please furnish details:

Were the items offered complying with the specifications and the corporate identity policy? Yes / No

If No, please furnish details:

Will you recommend this supplier to anyone without reservations? Yes / No

Rate this supplier out of a possible score of 05, with 05 being excellent and 1 being unacceptable:

Name of authorized person: **Signature:**

Telephone: **E-mail:**

Date:

Completed on behalf of (Name of Institution)

.....

***NB:** This document must be completed in full by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points.*

OFFICIAL INSTITUTION STAMP

(ONLY A VALID ORIGINAL STAMP WILL BE CONSIDERED)

REFERENCE / SATISFACTORY LETTER - B

TO: MIDVAAL LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Midvaal Local Municipality relative to bid for the supply and deliver various branded promotional items to Midvaal Local Municipality on an as and when required basis, from date of appointment to 30 June 2024.

Name of bidder:

Description of goods provided:

Date when the branded promotional items were provided:

Was their branded promotional items satisfactory? Yes / No

If No, please furnish details:

Were the items offered complying with the specifications and the corporate identity policy? Yes / No

If No, please furnish details:

Will you recommend this supplier to anyone without reservations? Yes / No

Rate this supplier out of a possible score of 05, with 05 being excellent and 1 being unacceptable:

Name of authorized person: **Signature:**

Telephone: **E-mail:**

Date:

Completed on behalf of (Name of Institution)

.....

NB: This document must be completed in full by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points.

OFFICIAL INSTITUTION STAMP

(ONLY A VALID ORIGINAL STAMP WILL BE CONSIDERED)

REFERENCE / SATISFACTORY LETTER - C

TO: MIDVAAL LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Midvaal Local Municipality relative to bid for the supply and deliver various branded promotional items to Midvaal Local Municipality on an as and when required basis, from date of appointment to 30 June 2024.

Name of bidder:

Description of goods provided:

Date when the branded promotional items were provided:

Was their branded promotional items satisfactory? Yes / No

If No, please furnish details:

Were the items offered complying with the specifications and the corporate identity policy? Yes / No

If No, please furnish details:

Will you recommend this supplier to anyone without reservations? Yes / No

Rate this supplier out of a possible score of 05, with 05 being excellent and 1 being unacceptable:

Name of authorized person: **Signature:**

Telephone: **E-mail:**

Date:

Completed on behalf of (Name of Institution)

.....

***NB:** This document must be completed in full by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points.*

OFFICIAL INSTITUTION STAMP

(ONLY A VALID ORIGINAL STAMP WILL BE CONSIDERED)

ALTERNATIVES OFFERED

If there are no alternatives to be offered, the Schedule hereunder is to be marked NIL and signed by the Bidder.

Bidders wishing to bid on alternative products that differ from the requested specification may do so, only if a detailed pricelist that includes the name, make, model and price of such items is submitted and attached to this page.

Only ISO/SANS/SABS or items registered with the relevant authority will be considered.

NOT APPLICABLE

MIDVAAL
LOCAL MUNICIPALITY

SIGNATURE OF BIDDER

DATE