



TENDER: THE SIYATHEMBA MUNICIPALITY ORGANISATIONAL DEVELOPMENT AND SUPPORT PROJECT FOR A PERIOD OF THREE YEARS

CLOSING DATE: 13 December 2019

CLOSING TIME: 12h00pm

NAME OF BIDDER

ADDRESS

.....

.....

.....

TEL NUMBER

FAX NUMBER

TENDER AMOUNT, INCL VAT

(TO BE COMPLETED BY BIDDER)

CENTRAL SUPPLIER. DATABASE REG

NO

CRS NO (C.I.D.B) if applicable

	SCM OFFICIAL 1	SCM OFFICIAL 2
SCM STAMP	NAME:	NAME:
	SIGNATURE:	SURNAME:

THE FOLLOWING MUST BE COMPLETED BY THE BIDDER (please tick if applicable)

1. Has a valid Tax clearance certificate been attached? (MBD2) YES/NO
2. Has a certified B-BBEE status level verification certificate been submitted with this bid?
(MBD6.1)
3. Have a municipal rates/ water or account or arrangement of arrears been submitted with this bid?

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Section 1

1.1 INVITATION TO TENDER

PROJECT NAME: THE SIYATHEMBA MUNICIPALITY ORGANISATIONAL DEVELOPMENT AND SUPPORT PROJECT FOR A PERIOD OF THREE YEARS

BID NO: SLM/05/2020

Bids from suppliers within the Jurisdiction of Siyathemba Municipality are hereby invited assistance with the institutional and organisational development of the Municipality to prepare for the new developments in the Municipal Area, covering the following areas, for a Period of Three Years.

The minimum specification is in the bid document but will have to address to following

- Having effective and efficient municipal systems and processes in place,
- Creating a sound and reliable service to all residents and stakeholders of the Siyathemba Municipality
- Ensuring sound and effective financial systems that will result in a clean audit outcome,
- Creating an environment that will attract more investment into the area,
- Ensuring social cohesion and job creation through the maximization of the opportunities available in the area
- Preparing the Institution for possible SEZ status and new business development

Bid documents will be available from the e-tender portal and municipal website and at the Municipal Offices from SCM Unit. The documents will be available on **Monday, 02 December 2019**.

Enquiries should be addressed to Mr. H Meiring at 053 353 5315 or email at howard@siyathemba.gov.za.

Completed bid documents are to be placed in a sealed envelope endorsed "**THE SIYATHEMBA MUNICIPALITY ORGANISATIONAL DEVELOPMENT AND SUPPORT PROJECT FOR A PERIOD OF THREE YEARS BID NO. SLM/05/2020 – SIYATHEMBA LOCAL MUNICIPALITY**" and must be deposited in the bid box at **Victoria Road, Prieska, Siyathemba reception area**, not later than **12h00pm on Friday; 13 December 2019**, at which time the bids will be opened in public.

There will be a functionality assessment of potential service providers, by giving them an opportunity to make presentations as and when the Municipality requires.

A pre-qualification evaluation will be done and bidders scoring less than 40 out of 50 will be considered as non-responsive and will not be evaluated any further for pricing and preference.

The point scoring methodology is reflected in the following table, according to the preference point system prescribed by the Preferential Procurement Policy Framework Act (Act 5 of 2017)

Evaluation Criteria	
Price	80
BBBEE	20
TOTAL	100

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- The Siyathemba Local Municipality Supply Chain Management Policy will apply;
- The Siyathemba Local Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid;
- Original valid Tax Clearance Certificate or tax compliance status pin number.
- Company profile with Traceable references.
- All forms (e.g. Declaration of Bidders Past Supply Chain Management Practices, Compulsory Enterprise Questionnaire, etc.) contained by the tender document must be completed in full, and failure to do so will result in disqualification.
- Bids which are late, incomplete, not completed in black ink, unsigned or submitted by facsimile or electronically, will not be accepted;
- Bids submitted are to hold good for a period of 90 days.
- Certified Copy of BBBEE certificate, will only be considered if they were issued either by verification agencies accredited by the South African Accreditation System (SANAS) or by registered auditors approved by the Independent Regulatory Board of Auditors (IRBA) and original sworn affidavits are also accepted.
- Entity Registration information documents
- Siyathemba Municipality will only procure goods and services from suppliers that are registered on Central Supplier database. All municipal rates and taxes of the tenderer must be paid where the business has its head or regional office and a rates clearance certificate not older than 3 months must be submitted with the bid, or if the property is being leased then lease agreement must attached, failure to do so will result in the bid being disqualified.
- To register as a service provider on csd please visit: www.csd.gov.za, this is a self-registration process.

IWJ Stadhouer

MUNICIPAL MANAGER

1.2 AUTHORITY TO SIGN A BID

1.12.1 SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

I,, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

1.2.2 COMPANIES AND CLOSE CORPORATIONS

- (a) If a bidder is a Company, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be with this bid that is, before the closing time and late date of the bid.
- (b) In the case of a Close Corporation (CC) submitting a bid, a resolution by its member authorising a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

Date resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and Surname of delegated Authority Signatory	
Capacity	
Specimen Signature	
Full name and surname of all Director(s)/ Member(s)	

1		2	
3		4	
5		6	
7		8	
9		10	
Is a certified copy of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY /CC		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

1.1.2.2 PARTNERSHIP

We the undersigned partners in the business trading as hereby authorise Mr/Mrs to sign this bid as well as any resulting from the bid and any other documents and correspondence in connection with this bid and / or contract for and on behalf of the above mentioned partnership.

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

FULL NAME OF PARTNER		SIGNATURE	
SIGNED ON BEHALF OF PARTNERSHIP		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

1.1.2.3 CONSORTIUM

We the undersigned consortium partners, hereby authorise
 (Name of entity) to act as lead consortium partner and further authorise Mr / Ms
 to sign this offer as well as any contract resulting from this
 tender and any other documents and correspondence in connection with this tender and / or
 contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by
 each member.

Full name of consortium member	Role of consortium member	% participation	Signature
SIGNED ON BEHALF OF CONSORTIUM		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

1.3 TENDER CONDITIONS AND INFORMATION

1.3.1 **General and Special Conditions of Contract**

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

1.3.2 **Acceptance or Rejection of a Tender**

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

1.3.3 **Validity Period**

Bids shall remain valid for ninety (90) days after the tender closure date.

1.3.4 **Cost of Tender Documents**

Payment for tender documents, if specified, must be made by a crossed cheque/EFT payable to the Municipality of Siyathemba. These costs are non-refundable.

1.3.5 **Registration on Accredited Supplier Database**

It is expected of all prospective service providers who are not yet registered on the Municipality's Accredited Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

1.3.6 **Completion of Tender Documents**

- a) The original tender documents must be completed fully in black ink and signed by the authorised signatory to validate the tender. Section 5: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.
- b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

- c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.
- d) No authorised alteration of this set of tender documents will be allowed. Any authorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

1.3.7 **Compulsory Documentation**

1.3.7.1 Tax Clearance Certificate

- a) A **valid original Tax Clearance Certificate** must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid original Tax Clearance Certificate for the bidder on record. **The onus is on the bidder to ensure that the Municipality has an original Tax Clearance Certificate on record.** If the South African Revenue Services (SARS) cannot provide a valid original Tax Clearance Certificate; the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.
- b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Clearance Certificate with the bid documents unless the member is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid original Tax Clearance Certificate for the member on record.
- c) If a bid is not supported by a valid original Tax Clearance Certificate, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Municipality, the Municipality reserves the right to obtain such document after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

1.3.8 **Other Documentation**

1.3.8.1 Construction Industry Development Board (CIDB) (if applicable)

When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.

1.2.8.2 Municipal Rates, Taxes and Charges

- a) A certified copy of the bidder's and those of its directors' municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a certified copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.
- b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.
- c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

1.3.9 **Authorised Signatory**

- a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid document on submission of same.
- b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.
- c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

1.3.10 **Site/ Information Meetings / Clarification Meeting**

- a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings.

Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

- b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

1.3.11 **Samples**

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

1.3.12 **Quantities of Specific Items**

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

1.3.13 **Submission of Tender**

- a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and

Placed in the tender box, Siyathemba Municipality, Victoria Street, Prieska, 8940 by no later than 12H00pm on 13 December 2019.

Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.3.14 **Expenses Incurred in Preparation of Tender**

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

1.3.15 Contact with Municipality after Tender Closure Date

Bidders shall not contact the Siyathemba Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Siyathemba Municipality, it should do so in writing to the Siyathemba Municipality. Any effort by the firm to influence the Siyathemba Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

1.3.16 Opening, Recording and Publications of Tenders Received

- a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- b) Details of tenders received in time will be recorded in a register which is open to public inspection.
- c) Faxed, e-mailed and late tenders will not be accepted.

1.3.17 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

1.3.18 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2017 as well as the Municipality's Supply Chain Management Policy.

1.3.19 Contract

- a) The successful bidder will be expected to sign the agreement in Section 6 of this bid document. The signing of both Parts of Section 6 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

1.3.20 Subcontracting

- a) The Contractor shall not subcontract the whole of the Contract.
- b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.
- d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.
- e) The Contractor shall not be required to obtain such consent for-
 - i. the provision of labour, or
 - ii. the purchase of materials which are in accordance with the Contract, or
 - iii. the purchase or hire of Construction Equipment.

1.3.21 Language of Contract

The Contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

1.3.22 Extension of Contract

Extension of Contract will only be allowed if reasons are justifiable and must be approved by the delegated authority. Extension will also only be done if it is within 15% of the total value of the contract for good and services and 20% for construction related contracts.

1.3.23 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

1.3.24 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

1.3.25 Past Practices

- a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the Municipality's supply chain management system or committed any improper conduct in relation to such system.
- b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.
- c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

1.3.26 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to...

1.4 GENERAL CONDITIONS OF CONTRACT

1.4.1 Definitions

1.4.2 The following terms shall be interpreted as indicated:

- 1.4.3 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.4.4 "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.
- 1.4.5 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4.6 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the performance of his contractual obligations.
- 1.4.7 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.4.8 "Country of origin" means the place where the goods were mined, grown or produced 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.

- 1.4.9 "Day" means calendric day.
- 1.4.10 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.4.11 "Delivery to ex stock" means immediate delivery directly from stock actually on hand.
- 1.4.12 "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.
- 1.4.13 "Dumping" occurs when a private enterprise abroad market 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.
- 1.4.14 "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.
- 1.4.15 "Fraudulent practice" means a misinterpretation 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.
- 1.4.16 "GCC" means the General Conditions of Contract.
- 1.4.17 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.4.18 "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.
- 1.4.19 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.4.20 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.4.21 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.4.22 "Project site" where applicable, means the place indicated in bidding documents.
- 1.4.23 "Purchaser" means the organization purchasing the goods.
- 1.4.24 "Republic" means the Republic of South Africa.
- 1.4.25 "SCC" means the Special Conditions of Contract.
- 1.4.26 "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.

- 1.4.27 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
 - 1.4.28 "Tort" means in breach of contract.
 - 1.4.29 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product/ service required by the contract.
 - 1.4.30 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.
- 1.5 Application

- 1.5.1 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.
- 1.5.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 1.5.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

1.6 General

- 1.6.1 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.
- 1.6.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

1.7 Standards

- 1.7.1 The goods supplied, shall conform to the standards mentioned in the bidding documents and specifications.

1.8 Use of contract documents and information inspection

- 1.8.1 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 as far as may be necessary for purposes of such performance.

- 1.8.2 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.
- 1.8.3 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.
- 1.8.4 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.

1.9 Patent Rights

- 1.9.1 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.
- 1.9.2 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.

1.10 Performance Security

- 1.10.1 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.
- 1.10.2 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.
- 1.10.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following

forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser, or (b) a cashier's or certified cheque.

1.10.4 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.

1.11 Inspections, tests and analyses

1.11.1 All pre-bidding testing will be for the account of the bidder.

1.11.2 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.

1.11.3 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.

1.11.4 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.

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

1.11.6 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.

1.11.7 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.

1.11.8 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.

1.12 Packing

1.12.1 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 through 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.

1.12.2 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.

1.13 Delivery and documents

1.13.1 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.

1.14 Insurance

1.14.1 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.

1.15 Transportation

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

1.16 Incidental Services

1.16.1 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.

1.16.2 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.

1.17 Spare parts

1.17.1 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 produce 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.

1.18 Warranty

1.18.1 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 of omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

1.18.2 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.

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

1.18.4 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.

1.18.5 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.

1.19 Payment

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

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

1.19.3 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.

1.19.4 Payment will be made in Rand unless otherwise stipulated.

1.20 Prices

1.20.1 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.

1.21 Variation orders

1.21.1 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.

1.22 Assignment

1.22.1 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.

1.23 Subcontracts

1.23.1 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.

1.24 Delays in the supplier's performance

1.24.1 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.

1.24.2 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.

1.24.3 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.

1.24.4 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.

1.24.5 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.

1.25 Penalties

1.25.1 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.

1.26 Termination for default

- 1.26.1 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;
 - (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.
- 1.26.2 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.
- 1.26.3 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.

- 1.26.4 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.
- 1.26.5 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.
- 1.26.6 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.
- 1.26.7 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 pursued on the National Treasury website.
- 1.27 Antidumping and countervailing duties and rights
- 1.27.1 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.

1.28 Force Majeure

1.28.1 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.

1.28.2 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.

1.29 Termination of insolvency

1.29.1 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.

1.30 Settlement of Disputes

- 1.30.1 If any 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.
- 1.30.2 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.
- 1.30.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 1.30.4 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.

1.31 Limitation of Liability

- 1.31.1 Except in cases of criminal negligence or wilful 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.

1.32 Governing language

- 1.32.1 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.

1.33 Applicable law

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

1.34 Notices

1.34.1 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.

1.34.2 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.

1.35 Taxes and duties

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

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

1.35.3 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.

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

1.36 Transfer of contracts

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

1.37 Amendment of contracts

1.37.1 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.

1.38 Prohibition of restrictive practices

1.38.1 In terms of section 4 (1) (b) (ii) 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.

1.38.2 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.

1.38.3 If a bidder(s) or contractor(s) has/ have been found guilty by the Competition Commission of the restrictive practiced 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.

1.5 SPECIFICATIONS

SPECIFICATIONS ORGANISATIONAL DEVELOPMENT AND SUPPORT PROJECT FOR A PERIOD OF THREE YEARS

SIYATHEMBA MUNICIPALITY					
SCHEDULE OF WORK EXPERIENCE OF THE TENDERER					
The following is a statement of similar work successfully executed by myself / ourselves:					
COMPLETED CONTRACTS					
EMPLOYER (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL VAT)	DATE COMPLETED	
Name					
Tel					
Fax					
Email					
Name					
Tel					
Fax					
Email					
Name					
Tel					
Fax					
Email					
Name					
Tel					
Fax					
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Name					
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Fax					
Email					

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Attach additional pages if more space is required.

SIYATHEMBA MUNICIPALITY	
TENDER SPECIFICATIONS	
TENDER NUMBER	SLM/05/2020
TENDER DESCRIPTION	ORGANISATIONAL DEVELOPMENT AND SUPPORT PROJECT FOR A PERIOD OF THREE YEARS
1.5.1. Background	
1.5.2. Scope of Work	
1.5.2.1 It is the intention to appoint the successful tenderer for a contract period of 3 years in order to ensure the success of the project and to provide the municipality with the necessary business continuity and the building of institutional knowledge and capacity.	
1.5.2.2 It is critical that the service provider to be appointed should have extensive experience in all the items listed below and must therefore be able to provide references/written confirmation of all such projects successfully undertaken in the past, for each of the items listed below. Failure to provide sufficient evidence as well as contactable referees will exclude tenderers from earning points for functionality criteria as listed hereunder.	
1.5.3. Specifications	
As the municipality may decide to appoint a single service provider for the functions listed below, it is important that all proposals must, as a minimum provide for the performance of all the functions listed below. Management reserves the right to make use of other service providers to render similar services.	
Detailed Specifications	
<ul style="list-style-type: none"> • Having effective and efficient municipal systems and processes in place, • Creating a sound and reliable service to all residents and stakeholders of the Siyathemba Municipality • Ensuring sound and effective financial systems that will result in a clean audit outcome, • Creating an environment that will attract more investment into the area, • Ensuring social cohesion and job creation through the maximization of the opportunities available in the area 	

<ul style="list-style-type: none"> • Preparing the Institution for possible SEZ status and new business development
1.5.3.1 Travelling rates should be quoted per kilometre and the calculation for the purpose of evaluation will be based on a total of 12,000 kilometres per annum.
1.5.3.2 Travelling time must be quoted as an hourly rate and the calculation for the purpose of evaluation will be based on 200 hours per annum.
1.5.3.3 Subsistence cost must be quoted as an allowance per day and the calculation for the purpose of evaluation will be based on 120 days per annum.
1.5.3.4 Accommodation cost will be reimbursed at the actual cost incurred to overnight at a 3 star accommodation establishment on a bed and breakfast basis and will not form part of the calculation for comparative purposes.
1.5.3.5 Sundry cost such as printing, stationary, parking, toll fees and other incidental expenditure will not be reimbursed separately and must therefore be included in the hourly rates quoted.
1.5.3.6 Please note that the tariffs for all components of the tender in the outer years of the projects will be limited to the annual growth indicator for the outer year's rate as indicated in the annual National Treasury Budget Circular.
1.5.4 APPLICABLE STANDARDS, SPECIFICATIONS AND REGULATIONS
1.5.4.4 Supply Chain Management (SCM) Regulations
1.5.4.5 Siyathemba SCM Policy
1.5.4.6 Preferential Procurement Regulations, 2011
1.5.4.7 MFMA
1.6 Delivery
1.7 Delivery as required per assignment.
1.8 Pricing Requirements
1.8.1 Tender prices must be in ZAR Currency (Rand).
1.8.2 Escalation will be allowed as per point 1.5.3.6 above.
1.8.3 Bid prices must be exclusive of VAT
1.8.4 All costs must be included in the bid price.
1.8.5 All tenders must be valid for up to 90 Days.
1.9 Evaluation
1.9.1 All tenders received shall be evaluated in accordance with the Municipal Finance Management Act, Act 56 of 2003 (read with its accompanying Supply Chain

<p>Management Regulations), the SCM Policy, and the Preferential Policy Framework Act, Act 5 of 2000 (read with its accompanying Regulations).</p> <p>1.9.2 Points will be awarded to tenderers who are eligible for preferences in terms of MBD 6.1: Preference Point Claim Schedule (where preferences are granted in respect of B-BBEE contribution).</p> <p>1.9.3 The terms and conditions of MBD 6.1 shall apply in all respects to the tender evaluation process and any subsequent contract.</p>	
1.10 DEFINITION OF TERMS	
1.10.1 None	
1.11 ABBREVIATIONS	
1.12 SCM	Supply Chain Management
1.13 MFMA	Municipal Finance Management Act

SIYATHEMBA MUNICIPALITY		
FUNCTIONALITY POINTS CLAIM FORM		
1.14 GENERAL CONDITIONS		
<p>1.14.1 This form is to be used to claim the functionality points used to assess the technical capacity of the bidder to execute the project.</p> <p>1.14.2 A prerequisite of 80% must be obtained for functionality, in order to be evaluated on price and preference.</p> <p>1.14.3 The functionality point for this bid are allocated as indicated in table below- maximum of 50 can be achieved.</p> <p>1.14.4 Functionality points will be awarded for the overall coverage of both the Specifications, as well as the Evaluation criteria within the presentation.</p>		
Evaluation Criteria		Maximum Points
Item	Measurement (RSA Municipality/ Entity)	Scoring
Relevant key staff with experience.	Points will be awarded for staff with relevant experience and qualifications.	10
Prior experience within the Pixley Ka Seme region.	Points will be awarded for prior experience gained within the Pixley Ka Seme region	15
Work plan/ Methodology	Work plan and methodology must be explained in the tender document and presentation	10
Quality Assurance	Plan to assure quality of work and the imparting of skills to the municipal staff	05
Support Resources	Included in the presentation the bidders must indicated	10

	additional resources which can be used on an ad hoc basis if necessary	
1.15 Bidders must submit a thorough methodology, with time frames.		
1.15.1 Project specific services methodology		
1.15.2 Time frame of individual actions		
1.16 NOTE:		
1.16.1 This section will be marked negatively for specific specifications in the methodology and time frames that are not clearly stated. (Starting with full marks, and losing two points for each item that is not clearly stated.)		
1.16.2 Failure on the part of a bidder to fill in a part of this may be interpreted to mean that the functionality points are not claimed.		
1.16.3 Failure on the part of a bidder to sign this form will disqualify the bidder.		
1.16.4 The municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim, in any manner required by the municipality.		
1.17 Details of Bidding Firm		
1.17.1 Bidders must Attach a schedule with the description of the project, details of the employer and contact details of the representative of the employer.		
1.18 Details of key personnel on the Project		
1.18.1 Bidders must submitted details of the key personnel to be seconded to the project:		
1.18.2 Experience: Attach a short CV not longer than 1 page, concentrating on relevant experience with specific reference to experience in line with the scope of this project. It must clearly state the number of years' experience.		
1.18.3 Proof of the Qualification in the form of certified copy must be attached, as well as professional registration, where applicable.		
1.19 DECLARATION WITH REGARD TO FUNCTIONALITY		
1.19.1 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed qualifies the firm for the point(s) shown and I/ we acknowledge that:		
1.19.2 The information furnished is true and correct.		

1.19.3 In the event of a contract being awarded as a result of points claimed, the bidder may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.	
1.19.4 If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have-	
1.19.5 recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and	
1.19.6 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;	
SIGNATURE(S) OF BIDDER(S)	DATE
WITNESS 1: SIGNATURE	WITNESS 2: SIGNATURE

SIYATHEMBA MUNICIPALITY PRICING SCHEDULE for PROFESSIONAL SERVICES	
Tender Number	SLM/05/2020
Tender Description	ORGANISATIONAL DEVELOPMENT AND SUPPORT PROJECT FOR A PERIOD OF THREE YEARS
PLEASE NOTE:	<p>1. Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.</p> <p>2. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.</p> <p>3. All costs MUST be included in the bid price, for rendering of the service at the prescribed destination.</p> <p>4. Document MUST be completed in non-erasable black ink.</p>
TENDER PRICE SUBMISSION	
I / We (full name of Bidder)	
The undersigned in my capacity as	

Of the enterprise	
Hereby offer to SIYATHEMBA Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the SIYATHEMBA Municipality and subject to the conditions of tender, for the amounts indicated hereunder.	

ITEM #	DESCRIPTION	UNIT CHARGE	TENDER PRICE IN ZAR CURRENCY (R)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17. TOTAL			

SIYATHEMBA MUNICIPALITY

SECTION 2

2.1 SPECIAL CONDITIONS OF CONTRACT (if applicable)

2.1.1 The signed tender document will also serve as the contract between the successful bidder and the Municipality.

2.1.2 The successful bidder might be required to enter into a Service Level Agreement with the Municipality.

2.1.3 At any time before the submission of the Tender the Municipality may, for any reason, whether as its own initiative or in response to a clarification requested by an invited firm, modify the tender document by amendment. The amendment will be sent in writing by facsimile or electronic mail to all bidders that requested proposal documents. The amendment will be binding on them.

2.1.4 The Municipality may at its discretion extend the deadline for the submission of Tenders.

2.1.5 The Municipality is not bound to accept any of the Tenders submitted.

SECTION 3

MBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SIYATHEMBA MUNICIPALITY					
BID NUMBER:	SLM/05/2020	CLOSING DATE:	13 December 2019	CLOSING TIME:	12h00pm
DESCRIPTION	ORGANISATIONAL DEVELOPMENT AND SUPPORT PROJECT FOR A PERIOD OF THREE YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX

SITUATED AT: The tender box					
Siyathemba Municipality					
Victoria street					
Prieska					
8940					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

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	<input type="checkbox"/> <input type="checkbox"/>
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES	NO	<input type="checkbox"/> <input type="checkbox"/>
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES	NO	<input type="checkbox"/> <input type="checkbox"/>
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES	NO	<input type="checkbox"/> <input type="checkbox"/>
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 :

.....

SECTION 4

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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.

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

YES / NO

3.11.1 If yes, furnish particulars

.....
.....

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

YES / NO

3.12.1 If yes, furnish particulars.

.....
.....

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

YES / NO

3.13.1 If yes, furnish particulars.

.....
.....

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

YES / NO

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

SECTION 4.2

MUNICIPAL RATES AND SERVICES

SIYATHEMBA MUNICIPALITY				
CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES				
(To be signed in the presence of a Commissioner of Oaths)				
I, the undersigned, in submitting the accompanying bid, declare that I am duly authorised to act on behalf of:			(name of the enterprise)	
hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer of any of its directors/members/partners to the Siyathemba Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.				
That to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.				
PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER			MUNICIPAL ACCOUNT NUMBER	
FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:				
Director/Shareholder/ Partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director/shareholder/ partner	Municipal Account number(s)

NB: Please attach certified copy(ies) of ID document(s)				

Therefore hereby agrees and authorises the Siyathemba Municipality to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract

NAME (PRINT)		SIGNATURE	
CAPACITY		DATE	
NAME OF ENTERPRISE			

COMMISSIONER OF OATS

Signed and sworn before me at _____ on this ____ day of _____ 20__ by the Despondent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

COMMISSIONER OF OATHS:

Position: _____

Address: _____

Tel: _____

Apply official stamp of authority on this page:

MBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2011**

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, 2011.

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 R49 999 999 (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 The value of this bid is estimated not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	80

1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION 20

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) 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

2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 “**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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic

Empowerment Act, 2003 (Act No. 53 of 2003);

- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good

Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by

SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity,

provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated

entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group

structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that

such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise

that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-

contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other

enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the

contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?
.....%

(ii) the name of the sub-contractor?
.....

(iii) the B-BBEE status level of the sub-contractor?
.....

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :.....

9.2 VAT registration number :.....

9.3 Company registration number :.....

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number

Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

BIDDER(S)

SIGNATURE(S)

OF

2.

DATE:.....

ADDRESS:.....

.....

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain 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 in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
	.

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	PREF POINTS CLAIMED FOR HDIs	PREF POINTS CLAIMED FOR RDP GOALS

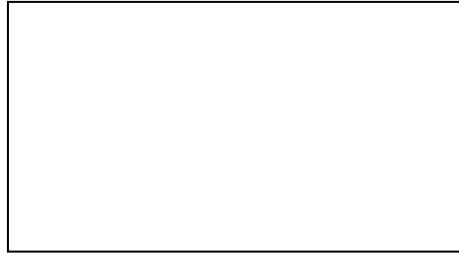
- 4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

A large, empty rectangular box intended for an official stamp or seal.

WITNESSES

1

2

.

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.**

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

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 <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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:

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Section 5

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1 Are you by law required to prepare annual financial statements for auditing?

1.1 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.

*YES /

NO

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

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

2.2 If yes, provide particulars.

.....
.....

.....
.
.....

* Delete if not applicable

***YES / NO**

2

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?

3.1 If yes, furnish particulars

***YES / NO**

.....
.
.....

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 / municipal entity is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars

***YES / NO**

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

FALSE.

.....

Signature

.....

Position

.....

Date

.....

Name of Bidder

FORM OF OFFER AND ACCEPTANCE

TENDER NO:

DESCRIPTION:

FORM OF OFFER AND ACCEPTANCE

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Bid no:

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

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

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

_____ RANDS (in words)

R (in figures)

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE:	

FOR THE TENDERER

(NAME AND ADDRESS OF THE ORGANISATION)

SIGNATURE OF WITNESS		NAME (PRINT)	
-------------------------	--	-----------------	--

ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer.

In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall from an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the condition of the contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer received one fully completed original copy of this document, including the schedule deviations (if any). Unless the tenderer (now contracted) within five days of the date of such receipt notified by the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a bidding contract between the parties.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	

FOR THE EMPLOYER

(NAME AND ADDRESS OF ORGANISATION)

SIGNATURE OF WITNESS		NAME (PRINT):	
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