

GREATER GIYANI MUNICIPALITY



SUPPLY CHAIN MANAGEMENT

BID NO : G/G/M/6107/001/2024

BID DESCRIPTION : APPOINTMENT OF POOL OF SUPPLIERS FOR
BUILDING MAINTENCE RELATED MATERIALS AND
EQUIPMENTS FOR THE PERIOD OF 36 MONTHS

BIDDER NAME :

CSD NO :

CIDB CRS No. :

CIDB GRADE :

CLOSING DATE : 22 September 2023

R 282

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NOTES TO BIDDERS

SPECIFICATION	DESCRIPTION
Building Related Materials and Tools	Painting, tiling, carpentry, welding, plumbing, fencing, roofing, ironmongery, handheld tools, ect
Building Related Miscellanies	Water tanks, booster pumps, electrical powered equipment, ect.

1. CRITERIA USED FOR EVALUATION AND ADJUDICATION OF INFRASTRUCTURE RELATED BIDS

1.1 The points are allocated as follows:

- a. **Functionality – A bidder must obtain a minimum of 60% under functionality to qualify for consideration.**

Responsive bids will be evaluated using a point system which awards on the basis set out in the table below:

TENDER EVALUATION CRITERIA FOR QUALITY		WEIGHTING
EVALUATION CRITERIA		
Tenders will be evaluated using 2011 Preferential Procurement Regulations indicated in the Standard Conditions of bid:		
80/20 Preference Point System shall be used for scoring the bidders.		
Price Points = 80,		
Specific Goals = 20		
FUNCTIONALITY		
Total Functionality Scores = 100 points		
Minimum score for functionality is 60 POINTS of the maximum points for functionality and a bidder who scores below this minimum shall rendered none responsive and will not be considered for further evaluation in terms of price and contract participation goals.		
Scoring of Functionality:		
Functionality will be evaluated through the following:-		
1. Company/ Entity's Experience	30	
2. Project Implementation Approach	40	
3. Personnel's Experience	20	
4. Bank Rating	10	
TOTAL	100	

A minimum of 60 points score on functionality will be required for a tender to be considered responsive.

Company/Entity’s experience	30	Three best relevant Projects successfully executed by the Contractor in the last Five years will be evaluated using the tables below.										
		<table><tr><th>Project Size</th><th>% of Point Per Project</th></tr><tr><td>R201k and above</td><td>100% (10)</td></tr><tr><td>R 101k – R 200k</td><td>75% (7.5)</td></tr><tr><td>R 30k – R 100k</td><td>50% (5.0)</td></tr><tr><td>R 1k – R 30k</td><td>25% (2.5)</td></tr></table>	Project Size	% of Point Per Project	R201k and above	100% (10)	R 101k – R 200k	75% (7.5)	R 30k – R 100k	50% (5.0)	R 1k – R 30k	25% (2.5)
		Project Size	% of Point Per Project									
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		R 30k – R 100k	50% (5.0)									
		R 1k – R 30k	25% (2.5)									
		The table below highlights the number of points scored with respect to the percentage obtained from the above table.										
		<table><tr><th>Completed Project</th><th>Points</th></tr><tr><td>1</td><td>10</td></tr><tr><td>2</td><td>10</td></tr><tr><td>3</td><td>10</td></tr><tr><td>Total</td><td>30</td></tr></table>	Completed Project	Points	1	10	2	10	3	10	Total	30
		Completed Project	Points									
1	10											
2	10											
3	10											
Total	30											

Project Implementation Approach								
***To illustrate the procurement, packaging, storage and delivery of materials from day of order issuing including available funding options.	40	<p>The table below highlights the points allocation for the Project Implementation Approach.</p> <p>1= Poor, 2= Fair/average, 3= Good, 4= Very Good, 5= Excellent</p> <table><tr><th>Project Implementation Approach</th><th>Score</th></tr><tr><td>Method Statement</td><td>30 points</td></tr><tr><td>Availability of Funds R0 – R 100 000 R101 000 – R 200 000 ***Attach Latest Bank Statement or Proof of other sources of funding the bidder intends to use.</td><td>10 points 5 points 10 points</td></tr></table>	Project Implementation Approach	Score	Method Statement	30 points	Availability of Funds R0 – R 100 000 R101 000 – R 200 000 ***Attach Latest Bank Statement or Proof of other sources of funding the bidder intends to use.	10 points 5 points 10 points
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Method Statement	30 points							
Availability of Funds R0 – R 100 000 R101 000 – R 200 000 ***Attach Latest Bank Statement or Proof of other sources of funding the bidder intends to use.	10 points 5 points 10 points							

		Total		40 points
		Similar: means any general supply related experience		

PERSONNEL EXPERIENCE (INCLUDE ORGANOGRAM & CVs)

Personnel Compliment	20	Detailed Company Organogram 10 points		
*CV – Curriculum Vitae		Contracts Manager	CV	5 points
		Driver	CV	5 points

Bank Rating	10	<table border="1"> <tr> <th>Bank Ratings</th> <th>Scores</th> </tr> <tr> <td>A</td> <td>10 Points</td> </tr> <tr> <td>B</td> <td>8 Points</td> </tr> <tr> <td>C</td> <td>6 Points</td> </tr> <tr> <td>D</td> <td>4 Points</td> </tr> <tr> <td>E</td> <td>2 Points</td> </tr> <tr> <td>F and Below</td> <td>0 Points</td> </tr> </table>		Bank Ratings	Scores	A	10 Points	B	8 Points	C	6 Points	D	4 Points	E	2 Points	F and Below	0 Points
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A	10 Points																
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C	6 Points																
D	4 Points																
E	2 Points																
F and Below	0 Points																
		***Attach stamped letter from the Bank															

Compulsory Documents <ol style="list-style-type: none"> 1. Valid SARS Tax Clearance Certificate 2. Company Registration Documents 3. Proof of Registration of Central Supplier Database (CSD) 4. ID Copies of all Directors 5. Proof of Municipal Accounts for the Business and each Director not in arrears of over 3 months. 			
N.B To qualify for registration in the Panel the bidder must obtain a minimum score of 60% on functionality.			

The second evaluation will be done based on rates that the municipality will develop, which will be 80 percent and 20 will be on the Specific Goals

NO	Specific goals	Point allocation	Proof to claim specific goals
1	Black person	2	CSD report and Certified copy of Identification
2	Black person and youth	4	CSD report and Certified copy of Identification
3	Black Person and woman	4	CSD report and Certified copy of Identification
4	Black person with disabilities	2	CSD report, Certified copy of Identification and disabilities certificate from a professional doctor
5	Black person living in the rural area or underdeveloped townships (Giyani)	8	Proof of residence

The preference points are allocated on a pro-rata basis.

1.3. Bidders submitting two or more offers on the same bid under different names without declaring interest shall be disqualified.

1.4 Proper completions and signing of all prescribed parts of the bid form is a compulsory

requirement. Any bid offer that do not provide all the required information completely and in a form that is required, may be regarded as non-responsive.

- 1.5 Where the preference affidavit is not filled in, NO preference points will be given. The bidder who submits different preference points in the bid form as per allocation in the CIDB bidder profile will forfeit the points.
- 1.6 Registration in the relevant grading designation or class of works in the CIDB database or any other database of relevant regulatory authorities is a compulsory requirement.
- 1.7 All the companies/firms that have formed a joint venture or consortium must be registered with the CIDB, where applicable.
- 1.8 The Department of Public Works will consider inactive or suspended contractor status with the CIDB as non-registration and therefore any company/firm with such status will not be considered for bid evaluation. It remains the onus of the contractor to ensure that his/her an active CIDB status by the closing of the bid

All Contractors will be automatically upgraded to the relevant CIDB Grading Category and to participate in the Procurement Processes for the prevailing CIDB Grading Works subject to providing relevant proof of the upgraded CIDB Grading at any given time during the contract.

- 1.9 It is a condition of this bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 1.10 Bidders must submit valid tax clearance certificates for each and every bid. Failure to do so may invalidate the bid. No contract may be awarded to a bidder who has failed to submit an original tax clearance certificate from SARS.
- 1.11 This bid is subjected to the conditions and practices of the Joint Building Contract Committee and the General Conditions of Contract where applicable.
- 1.12 The bidder must ensure that the company name on the tax clearance certificate, company proof of registration, CIDB profile and bid forms are printed the same. Any inconsistency will result in disqualification of the bid.
- 1.13 Only the original bid form stamped by the Greater Giyani Municipality will be accepted. All MBD Form 1 to 9 must be completed in full as they form basis for evaluation
- 1.14 The bidder shall not make any alterations or additions to the bid document, except to comply with the instructions issued. Any necessary or corrected errors made by the bidder shall require the signatories of the company or firm to initial on all such alteration. Erasure and the use of masking fluid are prohibited.
- 1.15 The Greater Giyani Municipality shall upon awarding of the bid at the rand value of R1.5 million and above, require the bidder to provide a surety, securities and/or guarantees from an accredited financial institution prior to the signing of the contract and commencement of works.
- 1.16 The bidder shall be entitled to a maximum of 21 days to secure such sureties as stated in clause 14.0 of the JBCC Principal Building Agreement/ General Conditions of Contract for Construction Works 2004 & 2010. Failure to provide with a surety, securities and/or guarantees from an accredited financial institution within the stipulated period shall, upon notification in writing by the Head of Department, nullify the award/acceptance letter of the bidder.
- 1.17 The special conditions of contract take precedent on any of the conditions of contract that are to be applied.

- 1.18 The bidder shall familiarise him/herself with the relevant conditions of contract for the awarded bid and signing of such contracts before commencement of works.**
- 1.19 In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate. **The bidder must utilize the standard Joint Venture Agreement in the CIDB website**
- 1.20 It remains the responsibility of the contractor to ensure compliance to Occupational Health and Safety Act, 1993 (Act no. 85 of 1993); Best Practice Labour-Based Methods and Technologies for Employment Intensive Construction Works; Conditions of Employment for Special Public Works Programmes in terms of the Basic Conditions of Employment Act of 1997, Labour Relations Act of 1995 (Act no.66 of 1995) and all the relevant regulations pertaining to these acts.**



PART A: MBD1

GREATER GIYANI MUNICIPALITY

SUPPLY CHAIN MANAGEMENT UNIT

DEPARTMENT: TECHNICAL SERVICES

BID DESCRIPTION: APPOINTMENT OF POOL OF SUPPLIERS FOR BUILDING MAINTENANCE RELATED MATERIALS AND EQUIPMENTS FOR THE PERIOD OF 36 MONTHS

BID NO: G/G/M/6107/001/2024

Bids are hereby requested from interested qualified / experienced service providers to be listed in Greater Giyani Municipality's pool of contractors for Civil and General Building works /services. Bid documents are obtainable at Finance Department – Supply Chain Management of Greater Giyani Municipality; Giyani Main Road BA 59, Civic Centre, **upon payment of non-refundable fee of R 282.00 per document payable at the Revenue Offices: Civic Centre, Giyani Main Road BA 59.**

Interested service provider must give proof of the following documents to avoid disqualification:

CSD report (Printed between the date of advert and closing date), Certified ID copies of all directors, Statement of municipal rates and taxes for both company and director(s) (Not older than 3 months)/letter from traditional authority Not older than 3 months (NB: where the business operates in a leased property, please attach a lease agreement and municipal rates and taxes of the lessor), COIDA certificate, CK/company registration; Valid Tax Clearance; Key personnel experience (attach CV and Certified qualifications & ID copies).

Completed bid documents with attachments must be in a sealed envelope and deposited into the bid box of Greater Giyani Municipality, Giyani Main Road BA 59, Civic Centre or posted to Private Bag X9559, Giyani, 0826 marked as **Bid No: postal address & contact details of the bidder.**

Bid document will be available on the 30th August 2023

N/B: A compulsory briefing session will be held on the 29th August 2023, Giyani Information Centre @ 11H00.

Public bid opening will be held at Giyani Main Road BA59, Civic Centre, Giyani, 0826 immediately after closing.

Bidders should take note of following conditions:

- Bid will be evaluated / adjudicated in term of Greater Giyani Municipality's SCM policy; Preferential Procurement regulation 2017; MFMA: SCM regulations & other Applicable legislations
- Greater Giyani Municipality does not bind itself to accept the lowest or any bid; reserves right to appoint / cancel or accept whole or part of a bid or to negotiate further condition in term MFMA: SCM regulation 24, The valid period of the submitted bids is 90 days counting from opening/closing date,
- Bidders shall complete & sign all Forms of Bid and initial each page; Agree/Accept General Conditions of Contracts, Special Conditions; Term of references, Specifications and any attachments which deemed to be condition of Contract between the parties.
- Failure to complete all blank spaces in the forms and to attend to the other details mentioned herein will results into bid rejection/disqualified
- Bidder that failed to quality on the selected category CIDB grading will be disqualified and will not be evaluated on low, non-selected or lower category
- Accounting Officer/Municipal Manager shall determine the size of panel;
- listed on the panel does not guarantee work/future appointment;
- GGM reserve right to invite competitive/close bidding process within or outside the panel;
- Accounting Officer may compel service provider(s) to subcontract 30% of allocated project to a service provider
Listed on lower categories as pre-qualifying criteria for allocation
- Council will not appoint service providers that are not registered on the CSD
- Contract period : 36 Months
- Bids which are late, incomplete, unsigned, faxed or emailed will not be accepted.

Technical enquiries should be directed to Mr. Mathonsi DL - Technical Services @ 015 811 5500 and Administrative enquiries should be directed to Ms Maluleke GP Supply Chain Management @ 015 811 5500

Mr. Khoza VD

Municipal Manager

Greater Giyani Municipality

PART B1

FORM OF BID

BID FOR CONTRACT NUMBER [G/G/M/6107/001/2024](#)

I/We, the undersigned:

Bid to supply and deliver to the Greater Giyani Municipality all or any of the supplies of goods described in both Specification and Scheduled of this Contract;

- a) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- b) Further agree to be bound by those conditions, set out in **Part B, C, D, E, F, G, H, I, J, K, L, M, N & O** should this bid be accepted in whole or in part.
- c) Confirm that this bid may only be accepted by the Greater Giyani Municipality by way of a duly authorized Letter of Acceptance; and,
- d) Declare that we are fully acquainted with the Preferential Procurement Forms and Schedules, and the contents thereof and that we have signed the Schedule of Prices – PART “F” and completed the Preference Points claim Forms attached in **Part I, J, K, L and M; N; O**
- e) Declare that, the relevant authorised person thereto will initial each page of the bid document and amendment.
- f) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
- g) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.

Signed at.....this Day of20.....

Signature.....

Name of Firm: _____

Address: _____, _____, _____

As Witness:

1. **NAME**_____ **Signature** _____ **Date** ____/____/____

2. **NAME**_____ **Signature** _____ **Date** ____/____/____

State in cases where the bidder is a Company, Corporation of Firm by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney or otherwise.

I/We the undersigned am/are authorized to enter into this contract on behalf of:

By virtue of _____

Dated _____ a certified copy of which is attached to this bid.

Signature of authorized person: _____

Name of Firm: _____

Postal Address: _____

As witness:

1. NAME _____ Signature _____ Date ____/____/____

2. NAME _____ Signature _____ Date ____/____/____

Please Note: The prices at which bids are prepared to supply the goods and materials or perform the services must be placed on the column on the Form provided for that purpose.

Failure on the part of the Bidder to sign the Form of Bid and initial each page of the bid document will result in a bid being disqualified.

Bidders must sign this Form of Bid as well as PART "F." attached to this bid document and on acceptance of a bid by the Greater Giyani Municipality the Conditions of Contracts, Special Conditions, Specifications and Scheduled of prices, attached hereto shall be deemed to be the conditions of Contract between the parties. Failure to complete all blank spaces in the forms and to attend to the other details mentioned herein will render the bid liable to rejection.

Bank account details of Bidder:

Bank: _____

Branch: _____

Branch Code: _____

PART B2.

BIDDING INFORMATION

Details of person responsible for bidding process

Name: _____

Contact number: _____

Address of office submitting bid: _____

Telephone: _____

Fax no: _____

E-mail address: _____

AUTHORITY FOR SIGNATORY

Signatories for close corporation / companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

“By resolution of the board of director(s) passed on ____/____/20____ Mr/Ms

_____ Has been duly
authorized to sign all documents in connection with the bid for

Contract _____ Bid No _____

And any Contract, which may arise there from on behalf of

Signed on behalf of the company:

_____ Date: ____/____/____
In his capacity as: _____ Signature of signatory

As witness:

1. NAME _____ Signature _____ Date ____/____/____

2. NAME _____ Signature _____ Date ____/____/____

Certificate of Authority

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) Certificate For Company

I,, chairperson of the Board of Directors of, hereby confirm that by resolution of the Board (copy attached) taken on, Mr/Ms, acting in the capacity of, was authorized to sign all documents in connection with the tender for Contract No. and any contract resulting from it on behalf of the company.

Chairman: **Date:**

As Witnesses: 1.....

2.....

(II) Certificate for Sole Proprietor

I, hereby confirm that I am the sole owner of the Business

Trading as

Signature of Sole owner:

As Witnesses:

1.....

2.

Certificate For Close Corporation

We, the undersigned, being the key members in the business trading as.....
..... hereby authorize Mr/Ms , acting in the capacity of
....., to sign all documents in connection with the
tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

(III) Certificate For Partnership

We, the undersigned, being the key partners in the business trading as,,
hereby authorize Mr/Ms,
acting in the capacity of, to sign all documents in connection with
the tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

Certificate for Joint Venture

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms .
..... , authorised signatory of the company
..... , acting in the capacity of
lead partner, to sign all documents in connection with the tender offer and any contract resulting
from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.

Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: Proof of CSD registration ie MA xxxxxxxxx

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

.....

SARS Tax Compliance status Pin number

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise:

- authorizes the Employer to verify the tax compliance status from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise name

Certificate of Attendance at Clarification Meeting

This is to certify that *(tenderer)*.....
of *(address)*.....
..... was represented by the person(s)
named below at the compulsory meeting held for all tenderers at *(location)*.....
..... on *(date)*..... starting at *(time)*

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the Site of the Works and its surroundings and / or matters incidental to doing the work specified in the Tender Documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender. I / We also acknowledge that I / we have examined the Site Data made available by the Employer (including borehole cores and related information).

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity: Date and Time:

Attendance register will be used during bid evaluation process

PART C

GENERAL UNDERTAKINGS BY THE BIDDER

1.1 Definitions

- 1.1.1 **“Acceptable bid”** means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related regulations.
- 1.1.2 **“Chairperson”** means the chairperson of the Greater Giyani Municipality Bid Adjudication Committee.
- 1.1.3 **“Municipal Manager”** means the Accounting Officer or Municipal Manager of the Municipality.
- 1.1.4 **“Committee”** refers to the Bid Adjudication Committee.
- 1.1.5 **“Council”** refers to Greater Giyani Municipality.
- 1.1.6 **“Equity Ownership”** refers to the percentage ownership and control, exercised by individuals within an enterprise.
- 1.1.7 **“HDI equity ownership”** refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.
- 1.1.8 **“Member”** means a member of the Bid Adjudication Committee.
- 1.1.9 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen-
- (i) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the 1983 and 1993 Constitutions; and/or
 - (ii) Who is a female; and/ or
 - (iii) Who has a disability?
- 1.1.10 **Service providers** refers to the bidders who have been successful in being awarded Council contracts.
- 1.1.11 **SMMEs** (Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co- operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).
- 1.1.12 **Contract** refers to legally binding agreement between Greater Giyani Municipality and the service provider.

- 1.1.13 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.
- 1.1.14 **“Contractor”** means any natural or legal person whose bid has been accepted by the Council.
- 1.1.15 **“Closing time”** means the date and hour specified in the bid documents for the receipt of bids.
- 1.1.16 **“Order”** means an official written order issued for the supply of goods or the rendering of a service in accordance with the accepted bid or price quotation.
- 1.1.17 **“Written” or “in writing,”** means hand written in ink or any form of mechanical writing in printed form.
- 1.1.18 **“Functionality”** means technical capability, financial and other resource availability that the service provider needs, to successfully and efficiently render the service and/or deliver in accordance with the specifications.

1.2 INTERPRETATION:

- 1.2.1 In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention:-
- 1.2.2 An expression which denotes:-
- 1.2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time.;
- 1.2.4 When any number of day is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- 1.2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

1.3 I/we hereby Bid:

- 1.3.1 To supply all or any of the supplies and/or to render all or any of the services described in the attached documents {Forms, Schedule(s) and/or Annexure(s) to the Greater Giyani Municipality.
- 1.3.2 On the terms and conditions and accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);

1.3.3 At the prices and on the terms regarding time for delivery and/or execution inserted therein.

2.1 I/we agree further that:

The offer herein shall remain binding upon me/us and open for acceptance by the Greater Giyani Municipality during the validity period indicated and calculated from the closing time of the bid. This bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Scheduled(s) and/or Annexure(s) attached hereto with which I am /we are fully acquitted. notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:

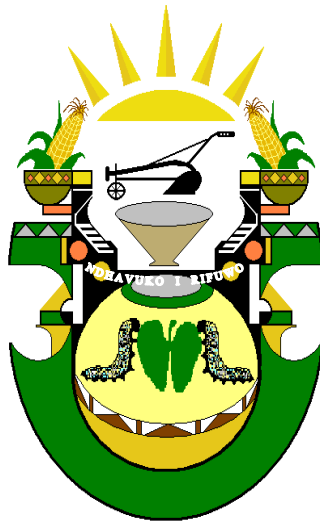
- 2.1.1 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Greater Giyani Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Municipality;
- 2.1.2 In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid;
- 2.1.3 The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;
- 2.1.4 Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.
- 2.1.5 Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay the Greater Giyani Municipality legal costs on an attorney and own client;
- 2.1.6 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as

delivery to me/us. The law of the Republic of South Africa shall govern the contract created by the acceptance to this bid.

- 2.1.7 I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk
- 2.1.8 I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfilment of this contract. I/we declare that I/we have participation/no participation in the submission of any other bid for the supplies/services described in the attached documents.

If your answer here is yes, please state the names(s) of the other Bid(s) involved:.....
.....

PART D: GENERAL CONDITIONS OF CONTRACT



GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY REPUBLIC OF SOUTH AFRICA

GOVERNMENT PROCUREMENT: GREATER GIYANI MUNICIPALITY GENERAL CONDITIONS OF CONTRACT JULY 2010

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government. In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

*APPOINTMENT OF POOL OF SUPPLIERS FOR BUILDING MAINTENCE RELATED MATERIALS
AND EQUIPMENTS FOR THE PERIOD OF 36 MONTHS*

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

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1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad 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.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.

- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. APPLICATION

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

3. GENERAL

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the [Government Tender Bulletin](#). The Government Tender Bulletin may be obtained directly from the Government Printer, [Private Bag X85, Pretoria 0001](#), or accessed [electronically from \[www.treasury.gov.za\]\(http://www.treasury.gov.za\)](#)

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION.

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

6. PATENT RIGHTS

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

7. PERFORMANCE SECURITY

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

- (b) A cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations

8. INSPECTIONS, TESTS AND ANALYSIS

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analysis referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. PACKING

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY AND DOCUMENTS

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. INSURANCE

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

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

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

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

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

14. SPARE PARTS

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

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

15. WARRANTY

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

16. PAYMENT

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 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.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. PRICES

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

18. CONTRACT AMENDMENTS

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. ASSIGNMENT

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

20. SUBCONTRACTS

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

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 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

21.2 Without the application of penalties.

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

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

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

- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) If the Supplier fails to perform any other obligation(s) under the contract; or
- (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for

any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier?

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

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

- (i) The name and address of the supplier and / or person restricted by the purchaser;
- (ii) The date of commencement of the restriction
- (iii) The period of restriction; and
- (iv) The reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

25. FORCE MAJEURE

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

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

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

27.1 If 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.

- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) The purchaser shall pay the supplier any monies due the supplier.

28. LIMITATION OF LIABILITY

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

31. NOTICES

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address

furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

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

32. TAXES AND DUTIES

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME

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

34 PROHIBITION OF RESTRICTIVE PRACTICES

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

PART E

GENERAL PROCEDURES

1. General Directives

1. The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders and contracts, unless otherwise approved by the Council prior to the invitation of the bids.
2. Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
3. Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
4. The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.
5. Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.
6. All bids with regard to the bidding of a service e.g. materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.
7. The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.

2. *Process for competitive bidding*

Following are procedures for a competitive bidding process for each of the following stages:

2.1 Compilation of bidding documentation

(a) Take into account –

- The general conditions of contract;
 - Any Treasury guidelines on bid documentation; and
 - The requirement of the Construction Industry Development Board, in the case of a bid relating to construction, Replacement or refurbishment of buildings or infrastructure.
- (b) Include evaluation and adjudication criteria, including any criteria required by other applicable legislation.

- (c) Compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted as MBD 4
- (d) Require the bidders to furnish the following if the value of the transaction is expected to exceed R10 million (VAT included):
 - If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statement –
 - * For the past three years; or
 - * Since their establishment if establishment during the past three years
 - A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payments is overdue for more than 30 days
 - Particulars of any contracts awarded to the bidder 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
 - A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic
- (e) Stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

2.2 Issuing of bid documents

On the date that the advertisement appears in the Municipality's Bid Bulletin, and or media, prospective bidders may request copies of the bid documentation.

The Supply Chain Unit will keep a register and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder.

No bid responses from any Bidder should be accepted if sent via the Internet, e-mail or fax.

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality with regard to any advertised bid.

No line function staff should be allowed to communicate with potential bidders without the approval by the Chief Financial Officer: Supply Chain Management Unit.

The Supply Chain Management Unit will only consider request for the extension of

the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time. The decision to extend the closing date or time rests with the Chief Financial Officer: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

2.3 Payment of bid documents

To ensure that only bona fide bidders collect documentation, and to recover printing costs, bid documents will be issued only after payment of the following amounts to the cashier:

Category contracts	Bid Payment
APPOINTMENT OF POOL OF SUPPLIERS FOR BUILDING MAINTENCE RELATED MATERIALS AND EQUIPMENTS FOR THE PERIOD OF 36 MONTHS	R 282.00

2.4 Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

- (i) Invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Bid Bulletin) and
- (ii) Public advertisement must contain the following:

The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and
- (iii) Accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process
- (iv) Bids submitted must be sealed.
- (v) The following information must appear in any advertisement:
 - * Bid number,
 - * Description of the requirements

- * The place where the bid documents can be obtained
- * The place where the bid documents can be obtained
- * The date, time and venue where site inspection/briefing session will be (if applicable);
- * Closing date and time;
- * The fee applicable that must be paid before the bid documents Will be issued; and
- * The name and telephone numbers of the contact person for any enquiries.

2.5 Site meetings of briefing sessions

A fully explanatory site inspection must be conducted before the close of the bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.

It should be a condition that prospective bidders attend a site inspection and non- attendance should invalidate a bid, where a site inspection/briefing session is applicable.

2.6 Handling of bids submitted in response to public invitation

(a) Closing of bids

All bids will close at **12H00** on a date as stipulated on the advertisement, which must be reflected in the bid document. Bids are late if they are received at the address indicated in the bid documents after the closing date and time. A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by and explanation.

(b) Opening of bids

Bids are opened in public as soon as possible after the closure in the presence of the Senior Supply Chain Officer: Supply Chain Management or his/her delegate. The official opening the bids should in each case read out the name of the bidder and the amount of the bid. The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened. Bids should be recorded in a register kept for that purpose.

2.7 Validity of the bids

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid closure endorsed on the front cover of the bid document. Should the validity period expires on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

2.8 Consideration of bids

The Council takes all bids duly admitted into consideration.

- The Council reserves the right to accept the lowest or any bid received
 - The decision by the Municipality regarding the awarding of a contract must be final and binding

2.9 Evaluation of bids

The following are criteria against which all bids responses will be evaluated:

h) **Compliance with bid conditions**

- Bid submitted on time
 - Bid forms signed and each page initialed
 - All essential information provided
 - Certified ID copies of all Directors/ Members
 - Submission of an original Tax Clearance Certificate, MBD 2
 - Submission of Company Registration Certificate
 - Authority of Signatory
 - Submission of a Joint Venture Agreement, which has been properly signed by all parties
 - Municipal Accounts for all Directors and the Office (not in arrears of more than 3 months) / Letter from Tribal Authority not older than 3 months
- (ii) Meeting technical specifications and comply with bid conditions;

2.10 Evaluation of bids on functionality and price

- (i) Greater Giyani Municipality must in the bid documents indicate if, in respect of a particular bid invitation that bids will be evaluated on functionality and price.
- (ii) The total combined points allowed for functionality and price may, In respect of bids with an estimated Rand value above R1, 000,000.00, not exceed 90 points.
- (iii) When evaluating bids contemplated in this item, the points for functionality must be calculated for each individual bidder
- (iv) The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further adjudication.
- (v) The points for price, in respect of a bid which has scored the specified minimum number of points contemplated in sub-regulation (v) above, must, subject to the application of the evaluation system for functionality and price contemplated in this regulation, be established separately and be calculated in accordance with

the provisions of regulations c and d.

- (vii) The number of points scored for achieving Government's Broad-Based Black Economic
- (vi) Empowerment Objectives must be calculated separately and must be added to the points
- (viii) Scored for functionality and price.
- (ix) Only bid with the highest number of points be selected.

Tenders will be evaluated using 2022 Preferential Procurement Regulations indicated in the Standard Conditions of bid:

FUNCTIONALITY

Functionality will be evaluated through the following:-

1. Company/ Entity's Experience	30
2. Project Implementation Approach	40
3. Personnel's Experience	20
4. Bank Rating	10
TOTAL	100

Total Functionality Scores = 100 points

Minimum score for functionality is **60%** of the maximum points for functionality and a bidder who scores below this minimum shall rendered none responsive and will not be considered for further evaluation in terms of price and contract participation goals.

Scoring of Functionality:

A minimum of 60% score on functionality will be required for a tender to be considered responsive.

N.B To qualify for registration in the Panel the bidder must obtain a minimum score of 60% on functionality.

2.11 Acceptance of bids

Successful bidders must be notified at least by registered post of the acceptance of their bids, but that acceptance however, will only take effect after completion of the prescribed contract form. Unsuccessful bids should not be returned to bidders, but should be placed

on record for audit purposes. A register or records should be kept of all bids accepted

2.12 Publication of bid information

The particulars of the successful bidders should be published in the Municipality's Bid Bulletin as well as the website

2.13 Cancellation and re-invitation of bids

- (i) In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 ,000,000.00, the bid invitation must be cancelled.
- (ii) In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50,000,000.00, the bid must be cancelled.
- (iii) In the event that the Municipality has cancelled a bid invitation as contemplated in sub regulations (i) and (ii) must re-invite bids and, must, in the bid documents stipulate the correct preference point system to be applied.
- (a) A bid may be cancelled before award if:
 - ❖ Due to changed circumstances, there is no longer a need for the goods, works or services offered, or
 - ❖ Funds are no longer available to cover the total envisaged expenditure, or
 - ❖ No acceptable bids were received

PART F

BID SPECIFICATION

1. GENERAL SPECIFICATION FOR SUPPLY & DELIVERY WORKS

1.5. BILL OF QUANTITIES

The project scope and specifications shall be developed together with the bill of quantities for specific project when the need arise. Successful bidders will be issued with market related orders for supply and delivery of material and or equipment by Greater Giyani Municipality.

DATE

SIGNATURE OF TENDERER

1.6. PREAMBLE TO SCOPE OF WORK

1.6.1. GENERAL

This section specifies and describes the supplies which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed.

1.6.2. GENERAL SCOPE

The Project Specifications shall be set out for a specific project as the need arise and shall be incorporated into the contract upon acceptance and agreement.

The items described in the scope provide the overview of the works. The detailed specifications shall be developed for the individual request when the need arise. The applicable Generic standards and particular specifications specifically for the identified project shall be incorporated into the contract.

Successful service providers will be listed into the data base of the Municipality for order allocation upon functionality evaluations (close bidding process). The process will involve the municipality sourcing quotations from reputable suppliers and allowing a markup on the quotation when an order is issued. Furthermore, the municipality does not commit to raise expectations that contractors on the data base are guaranteed with the work.

1.6.3. PROJECT DESCRIPTION AND GENERAL INFORMATION

The service provider is expected not limited to supply and delivery of building maintenance related materials and equipment for a period of 36 months.

The building section is mandated to perform building related maintenance on all municipal facilities including libraries, information centres, sports centres, community halls and all satellite offices.

The nature of our operations requires materials and equipment to be procured timeously and the approval of a pool will reduce the turnaround time required for such commodities to be delivered.

❖ SPECIFICATION

The following comprehensive range of services are need, which includes but not limited to procurement of a pool of building materials and equipment service providers to be appointed on an as and when required basis on a 36 months contract.

Building Related Materials and Tools

Painting, tiling, carpentry, welding, plumbing, fencing, roofing, ironmongery, handheld tools, ect.

Building Related Miscellanies

Water tanks, booster pumps, electrical powered equipment, ect.

PS 1 DESCRIPTION OF THE WORKS

PS 1.1 EMPLOYER'S OBJECTIVES

The primary objective of project is to deliver public infrastructure in the Greater Giyani Municipality jurisdictional area on an as and when required basis. The secondary objective of the project is that optimum utilization shall be made of

*APPOINTMENT OF POOL OF SUPPLIERS FOR BUILDING MAINTENCE RELATED MATERIALS
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the resources within the local community and that these resources shall be improved and enhanced through their participation in the execution of the works. The project to be implemented has taken into cognizance the prescripts of EPWP and local SMMEs. Tenderer will be appointed for work in their CIDB grading category only.

1.6.4. OVERVIEW OF THE WORKS

The work to be carried out under this contract includes the supply of equipment, material and labor for the successful completion of the project within the constraints of time, cost and quality.

1.6.5. EXTENT OF THE WORKS

The primary activities of the project shall be developed for a specific project when the need arise and shall form part of the contract upon acceptance and agreement.

The Contractor's obligations shall also include strict compliance with any Environmental requirements and/or reports deemed to form part of this Contract as well as any Occupational Health and Safety requirements. This description of the works is not necessarily complete and shall not limit the work to be carried out by the Contractor under the Contract. Approximate quantities of each type of work are given in the Schedule of Quantities.

1.6.6. LOCATIONS OF THE WORKS

The works are located in the Greater Giyani Municipality area in different villages, townships and suburbs.

1.6.7. HEALTH AND SAFETY SPECIFICATION FOR CONSTRUCTION WORK

In terms of Construction Regulation 5 (1) (b) of the Construction Regulations 2014, the Employer is required to compile an occupational health and safety specification for any intended project and to provide the specification to prospective tenderers.

The objective of this specification is to ensure that the principal Contractor entering into a contract with the Employer achieves and maintains an acceptable level of occupational health and safety performance. The specification provides the requirements that the principal Contractor and other Contractors shall comply with in order to reduce the risks associated with the contract work, and that may lead to incidents causing injury and/or ill

health, to a level as low as reasonably practicable and possible. The Contractor, appointed by the Employer in terms of Construction Regulation 5 (1) (k), is required to prepare an occupational health and safety plan. This plan has to be prepared in terms of Construction Regulation 7 (1) as well as the Employer's occupational health and safety specification. In terms of Construction Regulation 7 (1) (L), the Employer and the Principal Contractor are required to agree on the occupational health and safety plan before any work may commence.

1.6.8. ENVIRONMENTAL MANAGEMENT

Tendering Contractors are to adhere to the mitigation measures listed in the Environmental Management Plan. Environmental mitigation measures are actions needed to align a project implementation phase with environmental control principles, where potential impacts to the natural and social environment are prevented, minimized or remediated. Environmental safeguarding is governed by various sets of legislation, with the most noteworthy for this project constituting the National Environmental Management Act (No. 107 of 1998) and the National Water Act (No. 36 of 1998).

1.3. QUERIES AND CONTRACTUAL DEVIATIONS

- 1.3.1. All services under this contract must be done in accordance with applicable legislation and/or recognised policies, standards and procedures.
- 1.3.2. All queries as well as the authority for any deviations from these technical specifications shall be directed to **Manager: Project Management unit** or his authorised representative, **Tel. (015) 812 5662**.
- 3.2.3 Any work outside the scope of this technical specifications, carried out without the express instructions of the above or his authorised representative, will not be paid for under the terms of this contract and will be for the account of the contractor.

3.3 LABOUR

Work shall be carried out in a professional manner, by experienced and suitably qualified workforce. **Relevant provisions of the following labour legislation shall be applicable to this contract:**

- a. The Labour Relations Act;
- b. The Basic Conditions of Employment Act;
- c. The Employment Equity Act;

- d. The Occupational Health and Safety Act and Regulations;
- e. Unemployment Insurance Act;
- f. The Compensation for Occupational Injuries and Diseases Act.
- g. Any other legislation governing the employment of persons which is relevant to the execution of tasks as requested by the municipality.

3.4 SAFETY

- 3.4.1 Safety is a pre-requisite to carrying out work at the Greater Giyani Municipality (GGM). Applicable safety legislation, standards and procedures are to be strictly adhered to at all times.
- 3.4.2 The contractor will be required to sign a memorandum of agreement with GGM regarding the legislative provisions related to the Occupational Health and Safety Act and Regulations and related acts.
- 3.4.3 The successful contractors will be required to submit safety files to the Engineering Services Department before being considered for any appointments.

3.5 QUALITY CONTROL AND INSPECTIONS

- 3.5.1 The GGM reserves the right to inspect all contracts from inception to completion, whilst at the same time taking any necessary action to maintain the standards of the Municipality.
- 3.5.2 The GGM reserves the right to terminate any contract in the event of non-conformance to applicable legislation, policies, standards and procedures.

3.6 CAPABILITIES AND COMMITMENTS

- 3.6.1 Contractors are required to give satisfactory documentary evidence that they have relevant sufficient experience and resources in the execution of proposed disciplines.
- 3.6.2 A detailed list of contactable references shall be provided with the proposal. The list shall clearly indicate the value and nature of work performed and the role/s of the contractor in the listed projects.
- 3.6.3 The capabilities and commitments shall include current work and work performed within the last five (5) years.
- 3.6.4 The municipality reserves the right to consult with the employers and/or clients for whom the contractor has previously worked.

3.7 PAYMENT INVOICES AND REPORTS

- 3.7.1 Work progress reports as approved by the Council representative must accompany all invoices to the municipality.
- 3.7.2 Invoices, claims and reports for work already performed (carried out) shall be submitted within reasonable time before the end of the month to enable the municipality's representative to verify the claim and effect payment at the end of the month.
- 3.7.3 The final contract sum for the completed contract shall be subject to the terms and conditions in the letter of appointment or notice to proceed. Where applicable, the contract amount shall be calculated from the actual measured work done priced against the unit rates as agreed in the letter of appointment and/or as negotiated before execution.
- 3.7.4 No upfront or advance payment claims for work not yet done will be entertained.
- 3.7.5 The GGM reserves the right to withhold payment for work not done to requirements and/or specifications.
- 3.7.6 The final payment schedule, including retention and/or guarantee (where applicable), shall be negotiated with the appointed contractor.

3.8 CONTRACT PROGRAM

- 3.8.1 The contracting services on this contract shall be supplied on a contractual basis for a period not exceeding three (3) financial years or as decided by the Accounting Officer, from dates stipulated in the Service Level Agreement.
- 3.8.2 The municipality's usage of the contracting services shall only be provided on as-needed basis so that if the demand is not there, then the services will not be requested.

3.9 COST CONTROL+-

- 3.9.1 Certain contracting services require billing rates for on-call services. The municipality shall determine all billing rates where applicable.
- 3.9.2 **The municipality reserves the right to negotiate billing rates or cost for any contracting service/s that is being allocated to a contractor.**
- 3.9.3 Selected contractors for a specific project or task may be required to submit quotations for competitive pricing.

3.10.1 COMMUNICATION AND LIAISON

- 3.10.1.1 A representative from the Municipality will be appointed to supply any necessary information on each required contracted services.
- 3.10.1.2 The Council representative will act as the liaison between the Municipality and the successful bidder and he/she will also undertake the necessary inspection and perform any measurements of work done to verify payment claim by the contractor.
- 3.10.1.3 The Contractor must only proceed with any contracting service upon receipt of the Municipality's **"Notice of Proceed" in form of Appointment letter or written formal order and contractor will be required to enter into Service Level Agreement (formal contract) in term of section 116 of MFMA.**
- 3.10.1.4 The Contractor is also required to maintain efficient communication between himself and all parties concerned.
- 3.10.1.5 The Contractor's key personnel and director/s should be available to the Greater Giyani Municipality within reasonable short notice if requested to do so.

3.12 LEGISLATIVE IMPERATIVES

Contract execution will be in strict accordance with relevant Acts, recognised policies, standards and procedures. Contractors shall remain informed and abreast with any amendments to relevant Acts and Regulations and shall adhere to all the provisions of the amendments if any.

3.13 SUPPLY OF RESOURCES

- 3.13.1 Contractors shall supply all the resources required to accomplish the tasks as specified in the appointment for a specific project or task.
- 3.13.2 The Greater Giyani Municipality will make any and all existing documents that are pertinent to the project available to contractors.
- 3.13.3 Available information to assist contractors may be provided at the discretion of the Director: Engineering Services or his authorised representative.

3.14 PUBLIC LIABILITY INSURANCE

Contractors shall have sufficient public liability insurance to cover for any losses or claims that may arise during the execution of any project or task.

3.15 EXCLUSIONS

The scope of work excludes any appointments of consultants or secondary service providers for allocated projects.

Bidder Signature: _____



PART G

INFORMATION REQUIRED FOR BIDDING EVALUATION PURPOSES: EXPERIENCE AND FINANCIAL CAPACITY

INFORMATION REQUIRED FOR BID EVALUATION PURPOSES

1.1 FINANCIAL CAPACITY (All information must be completed and signed)

The below schedule should be completed by your banker or by the financial institution where your company's bank account is held Main Bank account to be utilised on this bid details of Bidder

Date Bank stamp

Account Holder: _____

Bank: _____

Branch: _____

Account Type: _____

Account Number: _____

Branch Code: _____ Bank Rating _____

CONFIRMATION OF BANKING DETAILS BY BANK OFFICIAL

Surname :

Designation of the official

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

Work telephone no

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

Bank fax no

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

E-mail address

SIGNATURE OF THE BANK OFFICIAL:

Date

Addition Financial Accounts:

Name of Financial Institution	Type of Account	Account Number	Bank Rating

EXPERIENCE (Attach Appointment Letter(s))

Complete the below schedule regarding your company previous working experiences on this project.

Client	Contact	Contract Number	Contract Value	Contract Period

1.3 KEY PERSONNEL EXPERIENCE

NB: Key person list for this project may not be by less qualified/inexperience personnel change during implementation of the project

Name & Initial	ID No:	Position in your company	Qualifications	Number of years

1.3.1 Curriculum Vitae of Key Personnel (please note that if separate CV are attached, use the format provided below)

Curriculum Vitae of Key Personnel (Contract Manager)

Provide separate forms for each position listed in Form: Key Personnel

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Registration Number:		
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
Company	Period	Capacity
<u>Experience Record Pertinent to Required service: (Please list the projects, value and year)</u>		
Project Name	Value	Year

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

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Curriculum Vitae of Key Personnel (Driver)

Provide separate forms for each position listed in Form: Key Personnel

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Registration Number:		
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
Company	Period	Capacity
<u>Experience Record Pertinent to Required service: (Please list the projects, value and year)</u>		
Project Name	Value	Year

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

TRIBAL AUTHORITY /MUNICIPAL ACCOUNT DECLARATION FORM

Proof that municipal rates and taxes are not in arrears

Company Property / Account (Attach recent municipal statement/lease agreement)			
Tribal Authority /Municipal Name / description /address	Account Number	Property Owner / ID/ Account Type	Declaration Amount/ signature
Name:		Account	Amount
address		ID No:	signature
Account Type			

Members/director's Accounts (Attach recent municipal statement/tribal authority letter)

Name:		Account	Amount
address		ID No:	signature
Account Type			
Name:		Account	Amount
address		ID No:	signature
Account Type			
Name:		Account	Amount signature
address		ID No:	
Account Type			
Account Type			
Name:		Account	Amount
address		ID No:	signature
Account Type		Account	Amount
Name:		Account	Amount
address		ID No:	signature
Account Type		Account	Amount

We _____ (Bidder name)
 declare that above account(s) are not in arrears & undertakes to settle all municipal account/
 account tribal authority, authorise GGM to verify all municipal account / tribal authority account
 of a company; members/director (excluded are of employer/association member) and
 understand that if account(s) is in arrears shall decline our bid at any SCM process stage; we
 acknowledge that information furnish above is accrete/correct and if not may render our bid
 invalid (duly sign by above members/director on signature column)

APPOINTMENT OF POOL OF SUPPLIERS FOR BUILDING MAINTENCE RELATED MATERIALS
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TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet

THE BIDDER'S TAX OBLIGATIONS

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 00. "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates 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.

DECLARATION OF INTEREST

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars

.....

3.7 Have you been in the service of the state for the past twelve

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

(a) a member of –

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

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

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

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

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

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

months?

YES / NO

3.7.1 If _____ so, _____ furnish
particulars.....

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

YES / NO

3.8.1 If _____ so, _____ furnish
particulars.....

3.9 Are you, aware of any relationship (family, friend, other) between a 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

3.9.1 If so, furnish particulars.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? YES / NO

3.10.1 If so, furnish particulars.

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? YES / NO

3.11.1 If _____ so, _____ furnish
particulars.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.**

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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? *YES / NO

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

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

3.1 If yes, furnish particulars

.....
.....

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

CERTIFICATION

I, the undersigned

(name).....

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender.

- 4.1. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black person		2		
Black person and youth		4		
Black Person and woman		4		
Black person with disabilities		2		
Black person living in the rural area or underdeveloped townships (Giyani)		8		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

forward the matter for criminal prosecution, if deemed necessary

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.6. A bid will be disqualified if:

- The bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- This declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of
- 2.7. components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.8. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.9. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.10. **“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.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.
Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

IN RESPECT OF BID No.

ISSUED BY: Greater Giyani Municipality

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),

Do hereby declare, in my capacity as

of(name of bidder entity),
the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the **Greater Giyani Municipality** has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2022 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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 / Bids 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/Bids;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	START DATE	COMPLETION DATE

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all 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 Bids.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid number.....

Bid Description:.....

In response to the invitation for the bid made by **Greater Giyani Municipality**

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

RETURNABLE DOCUMENTS

CHECKLIST ON MINIMUM REQUIREMENTS

To assist you with your tendering process, see a checklist on minimum requirements below.

No.	Minimum requirements	Tick	Comment if not attached
1.	Complete original bid document		
2.	CSD reports;		
3.	Valid Tax Clearance Certificate;		
4.	CK/Company registration;		
5.	Certified ID copies of the shareholders;		
6.	Proof of Residence: Municipal statement account / letter from headman/Tribal Authority		
7.	Company registration certificate showing percentage of shareholders / membership interest		
8.	Registration with the recognized council body, or BS/ISO		
9.	Initial each page of the Conditions of Contact		
10.	All MBD Forms completed and signed		
11.	In case of a Joint Venture, Association or Consortium a formal contract agreement		
12.	Certified Qualification of Key personnel		
13.	Certified ID of Key personnel		
14.	CV's of all the team members/Key personnel		
15.	Company Experiences: Contactable Reference list of previous and current projects with Appointment letter/official order		
16.	Responded as per the scope of work (compliance to specification/ conditions or term of references)		
17.	Detailed price schedule/financial Bids		
18.	All/Any alterations initialled		

Company Name

Representative

Signature