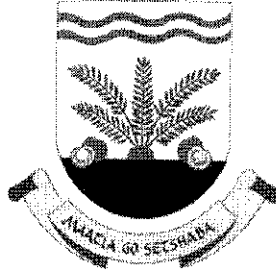


Greater Letaba Municipality

**TENDER NUMBER
GLM003/2022**



**GREATER LETABA
MUNICIPALITY**

**BEAUTIFICATION OF MODJADJISKLOOF TOWN
ENTRANCE :CIDB 2CE**

TOTAL PRICE:

VAT R.....

GRAND TOTAL R.....

Name of the Bidder and /or Company

.....



**GREATER LETABA
MUNICIPALITY**

**NAME OF PROJECT: BEAUTIFICATION OF MODJADJISKLOOF TOWN
ENTRANCE**

BID NUMBER: GLM003/2022

CLOSING DATE: 07 OCTOBER 2021

ISSUED BY:

The MUNICIPAL MANAGER
Greater Letaba Municipality
P.O.Box 36
MODJADJISKLOOF
0835

BIDDER'S INFORMATION

NAME OF COMPANY.....
CONTACT PERSON.....
COMPANY ADDRESS.....
CELL/TEL NO.....
FAX NO.....
EMAIL ADDRESS.....

ADVERT

BID NOTICE AND INVITATION TO BID



GREATER LETABA MUNICIPALITY

Experienced as well as emerging bidders are hereby invited to bid for the following:

Bid number	Project name	CIDB Grading	Date Compulsory Briefing Session	Point for scoring system	Closing date	Non-refundable amount (VAT inclusive)	Contact persons for technical queries
GLM001/2022	Electrification of Five (05) Villages at Khudugane (326 Units), Las Vegas (187 Units), Mamoqgadi (66 Units), Sekgopo Maboke (335 Units) and Shamfana (169 Units)	6 EP	N/A	80/20 & Functionality	20 October 2021	R936.06	Chabalala T 087 086 7585
GLM002/2022	Panel of Service Providers for De-Bushing and Maintenance of GLM facilities for a Period of 12 Months	N/A	N/A	80/20	07 October 2021	R668.29	Ms Shoroma L 087 086 7593
GLM003/2022	Beautification of Modjadiskloof Town Entrance	2 CE	N/A	80/20 & Functionality	07 October 2021	R534.40	Ms Shoroma L 087 086 7593
GLM004/2022	Once-off Panel of Service Providers for the Supply and Delivery of 2200 X 240 Litre Wheeled Refuse Containers	N/A	N/A	80/20	28 September 2021	R534.40	Ms Shoroma L 087 086 7593
GLM005/2022	Construction of Phooko Low Level Bridge	3CE	N/A	80/20 & Functionality	07 October 2021	R534.40	Mr Mahlobogoane 087 086 7584
GLM006/2022	Meloding Stormwater Channel	5CE	N/A	80/20 & Functionality	07 October 2021	R802.17	Mr Mahlobogoane 087 086 7584
GLM007/2022	Supply, delivery, and installation of Two (2) X Highmasts Lights	2CE	N/A	80/20 & Functionality	07 October 2021	534.40	Chabalala T 087 086 7585
GLM008/2022	Panel of Service Providers rendering a service in respect of Travel Agency for Air Travel and Accommodation Arrangements to the GLM Officials and Councillors for a Period of one Year	N/A	N/A	80/20 & Functionality	28 September 2021	534.40	Kgatha P 087 086 7471

Bid documents will be obtainable as from the 10 September 2021 at no. 44 Botha Street, Greater Letaba Municipality in Modjadjiskloof and the municipal website upon non-refundable amount for a bid in question. Payment method for the bid document can be cash or EFT (Bank: FNB, Account holder: Greater Letaba Municipality, Account no: 521 0000 5761, Branch code 260449, Ref No. for FNB Users:111 00000 00000, Ref No. for other banks: Bid number)

All bids will remain valid for a period of 90 days after the time and date of opening. Late submissions, telegraphic, telefax or email transmission bids will not be accepted. Greater Letaba Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the bid as a whole or in part.

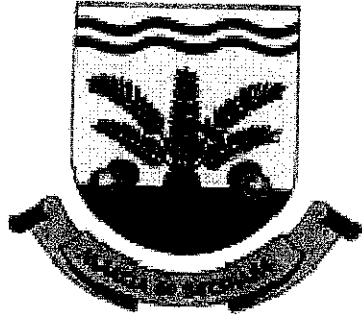
All bids and supporting documents must be sealed in a cover clearly marked "the relevant bid number" and "project name" and must be deposited in the bid box, at Greater Letaba Municipality foyer on / before 12H00 midday on the closing date when they will be opened in public.

All Supply Chain Management related queries will be directed to Ms Kgatla MP at 087-086 7471 and Ms Miebule TY at 087 086 7491 at Greater Letaba Municipality.

Mankgabe MF

Municipal Manager

SPECIFICATION



GREATER LETABA MUNICIPALITY

Beatification and Enhancement of Modjadjiskloof Town Entrance on the R36 road from Mooketsi (Construction)

Background

Greater Letaba Municipality is one of the strategic entrances within the Mopani District, and serve as a tourist attraction point for tourist, especially given our distinctive and unique hosting of the Modjadji Queen (Queen of Rain). As such, the beautification of the municipality is a priority to the municipality. To this end, and to give effect to this, the municipality has decided to embark of activities to beautify and enhance the town. This project focuses on the beatification and enhancement of Modjadjiskloof Town Entrance.

Requirements of the Service Provider

The appointed service provider is expected to demonstrate the following qualities;

- Experience in Construction Project, in particular Landscaping and Beautification project
- Experience in Project Management related to Landscaping and Beautification project management.

Deliverables

Project Management and Plan

Plan of Action that comprise of a Project Implementation Plan indicating work execution plan showing the activities to be performed with:

- Highlighting Clear deliverables/ focus areas; (4 points)
- Project Gahnn Chart (2 points)
- Human Resources allocated to tasks in the project (2 points)
- Timelines for each of the deliverables (2 points)

Scope of Work

The municipality expects the appointed service provider to undertake the following activities in this project;

- Demolish the existing structure at the entrance of the town;
- Clearance of the site and the periphery;
- Erect the new structure for beautification as the design, which will be provided to the service provider by the municipality;
- Planting of the Modjadji cycads trees, these trees will be provided by the municipality.

Functionality

The following metrics will be used for evaluation of the eservice providers;

Proposal Aspects	Scoring Criteria	Total Score
Methodology and Approach	Landscaping Project Construction Plan showing the following detailed plans, with proper budget and timeframes; <ul style="list-style-type: none">• Plan for Demolition of Existing Structure= 5;• Clearance Plan for the site = 5;• Plantation Plan for the site = 5;• Construction Plan for the New Structure = 5;	30
Key personnel	<ul style="list-style-type: none">• Landscaping with over 1 year = 10;• Landscaping with 2-3 years = 15;• Landscaping with 3-4 years = 20;• Landscaping with 4 and above years = 30;	20
Experience of the Company	1 Reference Points = 5 2 Reference Points = 12 3 Reference Points = 14 Over 4 Reference Points = 20	40
	Minimum Qualifying Score	75 %

Duration of the Project

The complete project is expected to be completed within 4 months.

Returnable documents

The service provider should provide the following documents;

- CIDB 2CE

Modjadjiskloof Town Entrance

**Bills of quantities for the hard -, soft landscaping and irrigation installation
Contractor to have a CIDB registration of 3 SH and be registered with ILA**

It is the contractor's responsibility to survey all the existing servitudes and to take all possible precautions not to damage any of the servitudes and services that are associated with it. All damages will be made good by the contractor.

Installation period: as per details, provided elsewhere in the main tender document.

It is the contractors responsibility to fill in the tender with due diligence and ensure that all the rates are correct and correlate with the time frame stipulated in tender.

The tender rates will be fixed and the contractor must supply the items per rates tendered.

The Landscape Architect retains the right to adjust any quantities as stipulated in this document.

The Bill shall be read in conjunction with all associated plans and specifications.

Refer to the association of south African quantity surveyors document. The tendered is referred to the relevant clauses in the separate document model preambles of trades (1992 edition) and to the supplementary preambles, Contractor must supply all materials, labour, equipment and installations for all work described in the attached bills. All material and workmanship must be of the highest standard and comply with relevant SABS standards. This included all fixings, templates, adhesives etc. necessary to complete the works with in the industry norm.

No.	SABS	Description	Units	Quantity	Rate	Total
2.		Earthworks and Composting				
2.1		Scarifying, Total outside area				
a.		Cycad planted areas shall be ripped and rotivated using tools by breaking up the earth to a depth of 300mm at 300mm centres in both directions, Unless otherwise described.				
b.		Scarifying of planting areas =	m ²	103		
2.2		Fine grading, Total outside area =				
a.		The contractor must ensure that all areas to be planted are compacted sufficiently to avoid any subsidence later on. Soil surface to be planted should not exceed a tolerance of 30mm in height when measured from the basic topographical line.				
b.		Fine grading of planting areas	m ²	103		
2.3		Topsoil import and spread				
a.		Supply and spread suitable clean sifted topsoil.				
b.		Topsoil shall vary between sandy loamy soil and sandy clayey soil with a ideal ratio of 15% to 25% clay, 10% Silt/Sludge and 65% to 75% sand, with a minimum ratio of organic material of 2% of volume. All material shall be free of harmful deposits such as salts, weed seeds and waste of any kind.				
c.		Inclusive of all handwork where required;				
d.		Provision for topsoil import and spread	m ³	103		
2.4		Import and spread permeable potting soil in pots				
a.		Import and spread suitable potting soil.				
b.		Contractor to supply a mix of 50% topsoil as per above mix, 30% clean washed river sand and 20% vermiculite to all planter areas as located on plan.				
c.		Inclusive of all handwork where required;				
d.		Provision for import and spreading of topsoil.	m ³	6		
2.5		Compost, Import and spread				
a.		Compost shall be composted of properly decayed organic material, free from harmful deposits, salts, seeds and other waste material and shall have a pH of more than 4 and less than 7.				
c.		0.10 m x 103 m ² of planting areas	10			
d.		Provision for.	m ³	10		
2.6		Organic Fertilizers				
a.		Fertilizers shall be of the type specified, mixed thoroughly into the soil as prescribed. No fertilizer shall be added more than two weeks prior to				
b.		All fertilizers to areas to be grassed shall be strewn on the final layer before the final finishing is commenced and worked mechanically into the top				
2.6.1		Talborne Organic Fertilizers				
a.		2:3:2 in tree holes 0.2 kg x 6 tree holes	kg	6		
b.		2:3:2 in planting areas 0.1 kg x 103 m ²	kg	5		
Total for earthworks and composting						

No.	SABS	Description	Units	Quantity	Rate	Total
4.		Hard landscaping				
a.		Contractor to supply all the necessary equipment and labour for the installation of hard landscape				
b.		Drawings and bills of quantities need to be read in conjunction, rates to be all inclusive. Contractor needs to take responsibility of the complete manufacture and installation of all items, Itemized or not itemized.				
4.1		Concrete pillars as entrance feature				
		Contractor to supply all the necessary machinery, equipment, products and labour for the import, and installation of concrete pillars				
4.1.1		Foundations				
a.		Provision for 25MPa concrete foundations, 1(d) x 0.5x0.5m.				
b.		Rate to be all inclusive.				
c.		Provision for:	m ³	12		
4.1.2		Fibre cement pillars				
a.		Supply and deliver fibre concrete pillars, 300mm Ø, as per height indicated on the details, taking in consideration the depth of the foundation.				
b.		Rate to be all inclusive.				
c.		Provision for:	ea	48		
4.1.3		Painting of Pillars				
a.		Supply Charcoal, PVA Roof paint, diluted with water, 1:8, to ensure paint absorption to concrete, and apply 3 coats, to areas as indicated in details.				
b.		Rate to be all inclusive.				
c.		Provision for:	sum	1		
4.2		Signage				
a.		Signage to be manufactured as specified in details.				
4.2.1		Welcome signage				
a.		Supply and install 'Welcome Modjadjiskloof', 650 (h) x3140 (w), bent and fixed to concrete pillars.				
b.		Contractor to refer to detail plans				
c.		Rate to be all inclusive.				
d.		Provision for:	sum	1		
4.2.2		Greater Letaba Logo				
a.		Supply and install 'Greater Letaba Logo', 1000(h) x 1140(w), bent and fixed to concrete pillars.				
b.		Contractor to refer to detail plans				
c.		Rate to be all inclusive.				
d.		Provision for:	sum	1		
4.2.3		Queen Modjadji's Signage				
a.		Supply and install 'Queen Modjadji' Face, 1750 (h) x 1575 (w), bent and fixed to concrete pillars.				
b.		Contractor to refer to detail plans				
c.		Rate to be all inclusive.				
d.		Provision for:	e.a	20		
		Total for hard landscaping				

General landscape Specifications
For the Beautification of Modjadjiskloof
Town Entrance
Soft landscaping and irrigation, prior to
practical completion.

Contents

1.1	Precision-shaped land shaping of areas to be landscaped	p2
1.2	Soil Improvements	p3
1.3	Seedbed Preparation for Planting	p4
1.4	Planting Specifications	p5
1.5	Irrigation	p10
1.6	Pre-Practical Completion Maintenance	p11

1.1 Precision-shaped land shaping of areas to be landscaped

1.1.1 Clearing of area to be landscaped.

The Contractor to clear the surrounding area where the construction and installation as per plan will take place. All waste to be removed to a registered dump site. Topsoil to be retained for later use (refer to Topsoil Harvesting).

1.1.2 Scope (Only after earthworks)

The Contractor must shape the soil to ensure that all recesses and bumps are removed. All earthworks to be completed as per the PW 371 before precession land shaping can commence.

1.1.3 Topsoil Harvesting.

After area is cleared as per PW 371 all suitable topsoil located in the build footprint will need to be harvested and stored in a stockpile on site. Stockpile location on site will be allocated by the Landscape Architect, and will be in an area with disturbed vegetation plan.

- All topsoil to be separated and protected from degradation, erosion or mixing with fill or waste (Protected topsoil).
- The contractor must ensure that 100 % of all this protected topsoil (by volume) remains on site. No topsoil may be removed from site without the written consent of the Landscape consultant.
- Protected topsoil remaining on site must be kept productive by the following measures:
 - Site clearance should occur in a phased manner, a maximum of 4 weeks prior to construction in the specific area, as approved by the Landscape Architect. Salvaged topsoil must be stockpiled and protected from degradation and erosion by planting and maintaining of an approved vegetative layer in stockpiles that will be stored for more than three months. Stockpiles that will be kept for less than three months must be covered with an approved durable yet permeable material. All stockpile to be hydro seeded as per specifications elsewhere provided.
 - Topsoil stockpiled may not be compacted to a greater density as the density prior to topsoil harvesting.
- All stockpiled topsoil will only be used for landscaping and not for any other building or filling operations.
- Topsoil shall be placed and spread over prepared garden and lawn areas and then trimmed to the uniform thickness of 300mm, all tree holes shall receive 300 mm³ topsoil per hole, veld grass areas will receive as needed, as required by the Landscape Architect. Furthermore, on spreading and compacting the topsoil, the topsoil thickness shall nowhere be less than specified.

1.1.4 Topsoil import and spread from local source.

Where the stockpiled topsoil on site is all used the contractor will need to import suitable topsoil to site.

Topsoil shall vary between sandy loamy soil and sandy clayey soil with an ideal ratio of 15% to 25% clay, 10% Silt/Sludge and 65% to 75% sand, with a minimum ratio of organic material of 2% of volume. All material shall be free of harmful deposits such as salts, weed seeds and waste of any kind.

The Contractor is to Import topsoil for all his/her topsoil requirements for the execution of this contract, unless otherwise specified by the Landscape Architect.

Topsoil stockpiled must be kept suitably moist by the contractor in order to retain the vitality of the soil.

Topsoil shall be placed and spread over prepared garden and lawn areas and then trimmed to the uniform thickness of 300mm, all tree holes shall receive 300mm³ topsoil per hole, veld grass areas will receive as needed, as required by the Landscape Architect. Furthermore, on spreading and compacting the topsoil, the topsoil thickness shall nowhere be less than specified.

1.1.5 Subsidence

The Contractor shall address any subsidence of soil levels that may occur relating to the works as wet out in this contract. The cost of reinstating soil levels shall be borne by the Contractor.

1.1.6 Payment

Payment for earthworks shall be made according to the quantities indicated in the Bill of Quantities and the actual works completed by the Contractor.

1.2 Soil Improvements

1.2.1 General

All fertilizer shall be stored in plastic bags. Locally sourced 100% organic fertilizer mixtures used shall comply with the specification in Act 36 of 1947 and shall be organic. Application of fertilizer for soil improvement will be specified by the Landscape Architect on review of soil analysis and amendment recommendations submitted with the awarded tender or added strictly according to the manufacturer's specification.

During the process of rotation, substances, which need to be added in large quantities, will be thoroughly mixed throughout the growing horizon to a depth of 200 mm and not just placed on the surface. These substances include lime, phosphates, manure, compost, slow release 100% organic fertilizers, colloids, etc. No 100% organic fertilizer should be added more than two weeks prior to planting.

All fertilizers and soil improvement remedies must be applied during dry weather conditions.

Fertilizers must be worked in within 24 hours after application to prevent loss through wind and weather.

1.2.2 Soluble Fertilizers (Time of Application)

Soluble 100% organic fertilizers must be applied after irrigation and be washed into the soil with a further light wetting.

Soluble fertilizers may only be applied to growing plants if leaf surfaces are dry.

Fertilizers must be rinsed off the leaves immediately after application.

Fertilizers shall be applied in quantities as specified. All garden and lawn areas shall receive a layer of 0.1kg per m², all tree holes 0.1kg per tree hole, all veld grass areas as needed, as required by the Landscape Architect.

1.2.3 Compost

The Landscape Architect will only accept compost if the samples submitted comply to the following requirements:

All compost shall consist of well-decomposed organic material, free of detrimental salts, glass, debris, weeds and other toxic impurities.

Compost shall be composted of properly decayed organic material, free from harmful deposits, salts, seeds and other waste material and shall have a pH of more than 4 and less than 7. Compost shall be protected against excessive rain, wind and dissipation.

Compost shall be applied in quantities as specified. All garden areas shall receive a layer of 30mm compost, all tree holes a layer of 150mm³ per hole, as required by the Landscape Architect.

1.2.4 Payment

Payment for the purchase of and spreading of fertilizers shall be made according to the quantities indicated in the Bill of Quantities and the amounts actually applied as instructed by the Landscape Architect.

Payment for the working in of fertilizers shall be covered under seedbed preparation.

1.3 Seedbed Preparation for the Establishment of Veldgrass

1.3.1 Scarifying and fertilization

In areas as indicated on the relevant drawings, where the tolerance of levels of the cultivated area must be such that the grass can be cut with mechanical mowers, the soil preparation will consist of the loosening of the ground according to item 4.4.1 whereupon the ground will be ploughed with an approved instrument. The working in of fertilizers is included in this item.

1.3.2 Leveling of Veldgrass Areas

Where the ground level does not satisfy the specified tolerance, the area to be sown must be scraped level by crisscrossing the terrain twice using a soil plane.

1.3.3 Harrowing of Veldgrass Areas

After the ground has been ploughed, planed, fertilized and seed has been sown, the ploughed areas must be harrowed in a crisscross pattern using a spike-tooth harrow.

1.3.4 Rolling of Veldgrass Areas

Areas, which have been sown, must be rolled once with an approved roller.

1.3.5 Hand Trimming

In areas where the use of mechanical equipment is not possible, the seedbed will be prepared according to the contract

1.3.6 Stones and Rubble

Stones larger than 50 mm diameter and rubble, which are exposed during the finishing processes, must be placed in measurable heaps so that the Landscape Architect can measure the volume. Storage heaps must be kept neat.

Removal of stones and rubble to the dumping site, except as stipulated in the Specification, may only be done upon instruction from the Landscape Architect.

1.3.7 Payment

1.3.7.1 Payment for Seedbed Preparation

Payment will be made according to the unit price per m², according to area prepared, fertilized and planted or sown for all areas, including final shaping to a tolerance of 25 mm when measured with a 4-meter straight edge.

Planting will be excluded from the payment for seedbed preparation.

1.3.7.2 Payment for Seedbed Preparation for Establishment of Veldgrass. Payment will be per m² area prepared and sown, including harrowing and rolling after completion of sowing.

1.4 Planting Specifications

1.4.1 General

All plants shall comply with the plant schedule and no alternatives will be accepted without the written approval of the Landscape Architect.

Extremes in temperature and moisture must be considered before the commencement of planting.

1.4.2 Plant Material

Preference must be given to sourcing the plants locally, but the Contractor must make provision to source and purchase plants from any supplier in the Republic of South Africa and transport them to

the site. The Contractor must, if so requested by the Landscape Architect, give preference to particular sources of plant material.

All plant material supplied by the Contractor shall be acquired from a registered nursery.

Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable providing that the larger plants will not be cut back to size indicated unless approved by the Landscape Architect. If the minimum requirements regarding the size and appearance of plants are not met, the Contractor shall only be remunerated according to the size of the plants on site.

All plants and other products and materials to be supplied by the Contractor shall be subject to inspection and approval of quality, size and color by the Landscape Architect prior to their installation. Such inspection shall be made at the site or nursery if proximity allows at dates and times which shall be agreed to. Right is reserved to reject plants considered as unsatisfactory. Rejected plants shall be removed from site. Plants planted in rows shall be matched in form.

Planters shall be free of weeds and an approved soil/compost mix shall be continually added to the soil to prevent the exposure of plant roots.

Plant names indicated in legends conform to the local nursery nomenclature, or will give the synonymous name where these differ.

Substitutions will not be permitted. If proof is submitted that specific plants or sizes are unobtainable, proposals will be considered for nearest equivalent size or variety with equitable adjustment of contract price.

The measurements for height shall be taken from the ground level to the average height of the top of the stem. The height of the cycads, shall not be less than the minimum size designated in the plant list.

No pruning wounds shall be present with a diameter of more than 25 mm. All wounds shall show vigorous bark on all edges. Plants shall not be pruned immediately prior to delivery.

1.4.3 Planting Procedure

1.4.3.1 Cycad Holes

All Cycads out of crate sized containers or transplanted Cycads, must be planted in a hole at least 2 times larger than the root ball. Place excavated material on a heap next to the plant hole.

All holes shall be square in plan and thoroughly watered before planting.

Plants must be removed from container.

1.4.3.2 Refilling of Cycad Holes

Set Cycad material in the planting pit to proper grade and alignment. Set Cycad upright, plumb and faced to give the best appearance.

Refill the Cycad hole so that it is flush with surrounding ground level.

Backfilling of soil, compost and fertilizers must be done according to the soil improvement specifications. Remove all excess material.

1.4.3.3 Cycad Planting Preparation

Cycads to be planted in a mix of 60% riversand, 20% topsoil and 20% compost. Contractor to add a systemic fungicide to the hole before planting.

1.4.3.4 Transplanting of Cycads from Containers

Remove the Cycad from the container without loosening the soil. Loosen the bottom 40 mm of roots thoroughly and place Cycad in the prepared hole. Replace the soil so that the plant is 10 mm deeper than what it had been in the container. All roots must be thoroughly covered. The soil must be shaped so that a pond is formed around the plant. Tramp the plant roots down to embed them firmly, irrigate to fill pond and hole to capacity.

1.4.3.5 Plant Positions

The Contractor will plant the Cycads as per plan.

1.4.3.6 Transplanting of Plants from Open Ground

- Each tree to be transplanted will be approved by the Landscape Architect before any preparation work is embarked on.
- Every effort will be made to prepare the Cycads to be transplanted during the most suitable period, winter.
- Cycads must be laid in soil immediately after arriving at the appropriate position (according to the plant plan) and be kept moist until they can be planted. Care must be taken that roots are well spread and not broken or bent when the plants are planted. Root tips must be pruned at an angle.
- Cycads must be free from any wounds on plant.
- The tree will be trenched so as to retain as large a root ball as possible, within the limits of transportation.
- All root wounds will be sealed.
- The root ball will be tied / bur lapped for safe transport.
- Extreme care will be taken to not damage bark during the lifting and transportation of the trees.
- The tree will be kept moist during the transportation by regular spraying.
- The tree will be protected from wind damage during the transport.
- Should any traffic control measures be required for the safe transport of the trees, this is to be arranged and executed by the Contractor.

1.4.3.7 Watering of Plants

All plants must be planted in moist soil and be well irrigated not later than one hour after planting.

1.4.4 Treatment after Planting

1.4.4.1 General

Soil around plants must be tramped down well.

Plant roots must be spread and damaged roots must be pruned.
Roots must be folded in or snapped.

Remaining stone and soil from plant holes must be removed from the site as part of the planting cost.

Apply an approved remedy against ants, pests and termites to each plant as and when required. Quantities according to manufacturer's directions.

1.4.4.2 Staking and Guiding of Trees

All trees (Crates, 100 kg, 50 kg, 20 kg) which in the opinion of the Landscape Architect, are in danger of being snapped or damaged by the wind, must be fastened to a wooden stake.

The wooden stakes shall be tanalith treated, have a minimum diameter of 35 mm and shall be 300 mm longer than the planted tree with a maximum length of 3 m above ground surface. Approved tree ties will be used to attach the tree to the stake and one tree tie per meter will be used. Stakes will be buried at least 500 mm into the soil.

In the case of large trees out of open ground, tree guys shall be spaced equally about the tree. Each guy shall be set at an angle of about 45 degrees at approximately 2/5 of the tree height and anchored to the ground stakes, which have been driven into the ground at an angle away from the tree and notched to accommodate the guy wires.

Point of attachment to the tree trunk shall be protected with rubber hose chafing guards. Guys shall be slightly tightened by twisting the strands together or by means of turnbuckle. Under no circumstances shall a tree be plumbed with extreme tautness of guy wires. Plumbing shall be accomplished by adjusting the ball.

1.4.4.3 Subsidence

Subsidence, where these appear in plant holes, must be rectified on a continuous basis.

1.4.5 Planting of Grass

1.4.5.1 Type: Veld Grass (If required)

- The areas to be re-vegetated are to be manually scarified forming drills running parallel to the contours. The drills are to be 30 - 50 mm deep and 50 - 100 mm apart.
- The formation of the drills will form a suitable seedbed for the grass types and combined with the hydro seeding slurry, form an ideal microclimate for the germination.
- The hydraulic seeding or hydro seeding method where homogenous slurry is mixed and applied to areas to be vegetated is to be considered.
- This slurry is to comprise of the following

○ Seed mixture as specified	100kg/ha
○ Fertilizer: 2:3:2 (22) + Zn	300 kg/ha
○ Soil binder - Hydropam	15 kg/ha
○ Mulch - Chopped veld mulch	250 kg/ha
○ Organic supplement - Gromor	2000 kg/ha
○ Water	20 kl/ha.
- The quotation should be based on carrying out the work in one uninterrupted operation. Maintenance will be carried out in

accordance with Section 5800 of the COLTO specification, which states that an acceptable cover of 75% of the area will be covered with grass.

- The hydraulic seeding or hydro seeding technique is a dry land seeding process where the fiber/ Soil binder forms a suitable microclimate for germination.

1.4.6 Payment for Planting

Payment will be made according to plant type, plant size, per plant or per area planted or the Landscape Architect may determine as.

1.5 Irrigation

1.5.1 Description and scope of the work

1.5.1.1 Scope of the work

No irrigation will be installed, but the contractor must provide for the hand watering of the Cycads, once (1) every second week during cold winter months and once (1) every week during warm summer months.

Each Cycad needs to be thoroughly watered to ensure that the soil is deeply wetted.

Veldgrass must be watered by hand, twice (2) a week until seeds are germinated. Water must be applied with a sprayer, for approximately 20minutes per application.

1.6 Pre-practical completion Maintenance

1.6.1 General

Maintenance will include the supply of all labour, maintenance equipment and fuel as may be deemed necessary, replacement of dead plants, weed control, patching up veldgrass, applying of fertilizers and digging in of compost, irrigation, etc. to keep all plants healthy and maintain the site neat and acceptable until final delivery to the employer.

Normal retention work, i.e. any defects in construction of any kind, will be repaired or replaced to the satisfaction of the Landscape Architect before final delivery of the site.

1.6.2 Maintenance Prior to Practical Completion

The contractor must maintain all planting.

All planted areas shall be maintained in a weed-free condition by hand. No chemical weed killers shall be used without prior approval of the Landscape Architect. The beds shall be kept in a tidy condition. The Contractor shall allow for checking the stakes and pruning as required. Any pruning shall only be carried out with the prior agreement of the Landscape Architect.

All planted and seeded areas shall be adequately watered in frequent and regular intervals in order to ensure proper germination and growth until an acceptable cover has been established and thereafter until the commencement of the Maintenance period (see 'Irrigation'). The amount and frequency of watering shall be subject to the Landscape Architect's approval. Where seeding is carried out, the commencement of watering may be postponed until a favorable time of the year but watering shall in any case commence and continue as soon as the seeds have germinated and growth begins.

The Contractor shall ensure that during this period the irrigation system is working adequately and shall immediately report any malfunction to the Landscape Architect. Should the system malfunction, the Contractor shall during this period of malfunctioning allow for hand watering of all landscaped areas such that each area receives water twice a week during initial establishment, or as instructed.

1.6.3 Maintenance Activities

1.6.3.1 Weeds

Weeds of any kind occurring in beds and other areas have to be hoed or pulled out regularly and have to be removed from the site.

Herbicides may only be used with the written consent of the Landscape Architect and have to be applied under the supervision of skilled and trained personnel. The Contractor has to take the necessary precautions to prevent organic material brought to the site from spreading foreign grass types or weeds on the site. Pre-emergent as approved may be used by the Contractor to control weeds.

1.6.3.2 Aeration

The Contractor must make provision as part of his normal maintenance routine for the aeration of all plant beds on a bi-weekly basis by means of light forking. Care must be taken not to damage or disturb any plant roots.

1.6.3.3 Re-sowing of Veld Grass

Any open patches larger than 0.25 square meters in area have to be rectified by either sowing applicable seed or planting additional sprigs of specific species. Such areas have to be loosened and fertilized thoroughly before planting or sowing, in accordance with the specifications regarding the application of fertilizer applicable to the specified area. Costs incurred in this regard will be for the account of the contractor.

Any open patches which may develop as a result of instructions given by the Landscape Architect to do variations, will be planted or sown by the Contractor according to the specifications.

Payment for such replanting will be in accordance with the unit price specified in this contract, unless such repairs have been necessitated by bad material employed or a lack of skill on the Contractor's part.

1.6.3.4 Cutting of Borders/Edges

All borders of lawn areas bordering on pavements, pedestrian walks, structures, paving, kerb stones, poles and fences, planted areas etc. have to be cut neatly with shears or border cutters on a regular basis and cuttings removed from the site.

1.6.3.5 Veld Grass Areas

Veld grass areas will normally not be cut, but the contractor will be expected to cut these areas and remove the cuttings if the Landscape Architect should so order.

1.6.4 Guarantee

Plants shall be guaranteed by the Contractor and shall be alive and in a satisfactory growing condition at the end of the guarantee period.

Plants, which die or become unhealthy from any cause or appear to be in a badly impaired condition, shall be removed promptly and replaced as directed by the Landscape Architect and any plants that settle below or rise above the described finished grades shall be reset at proper grades. All replacements shall be plants of the same kind and quality as the plant to be replaced and they shall be furnished, planted, guyed and maintained as specified herein.

At the conclusion of the 'Guarantee Period' a final inspection of all work included in this contract will be made by the Landscape Architect.

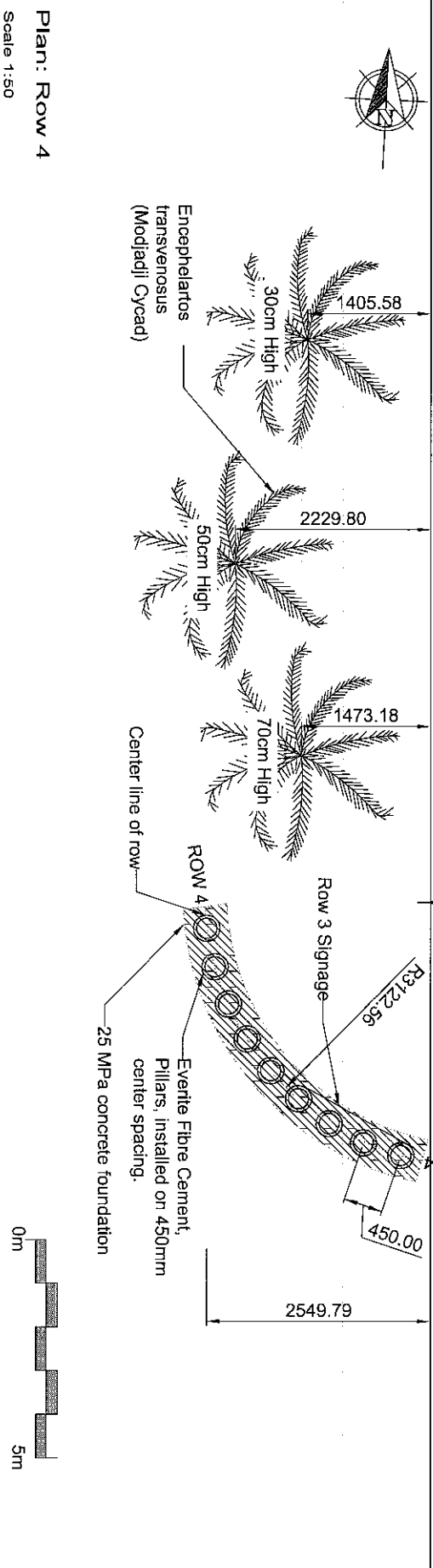
To Polokwane

R36 - Botha Street

To Modjadjiskloof

Road Kerb Line

Road Kerb Line



Plan: Row 4

Scale 1:150

BEAUTIFICATION OF MODJADJISKLOOF TOWN ENTRANCE - LAYOUT PLAN 2

1. This drawing is the property of the client and shall remain the property of the client. It shall not be used for any other purpose without the written consent of the drafter.


2. The drafter shall not be held responsible for any errors or omissions in this drawing.

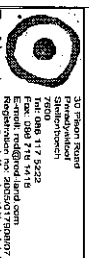
3. The drafter shall not be held responsible for any damage or loss of property resulting from the use of this drawing.

4. The drafter shall not be held responsible for any liability incurred by the client in connection with the use of this drawing.

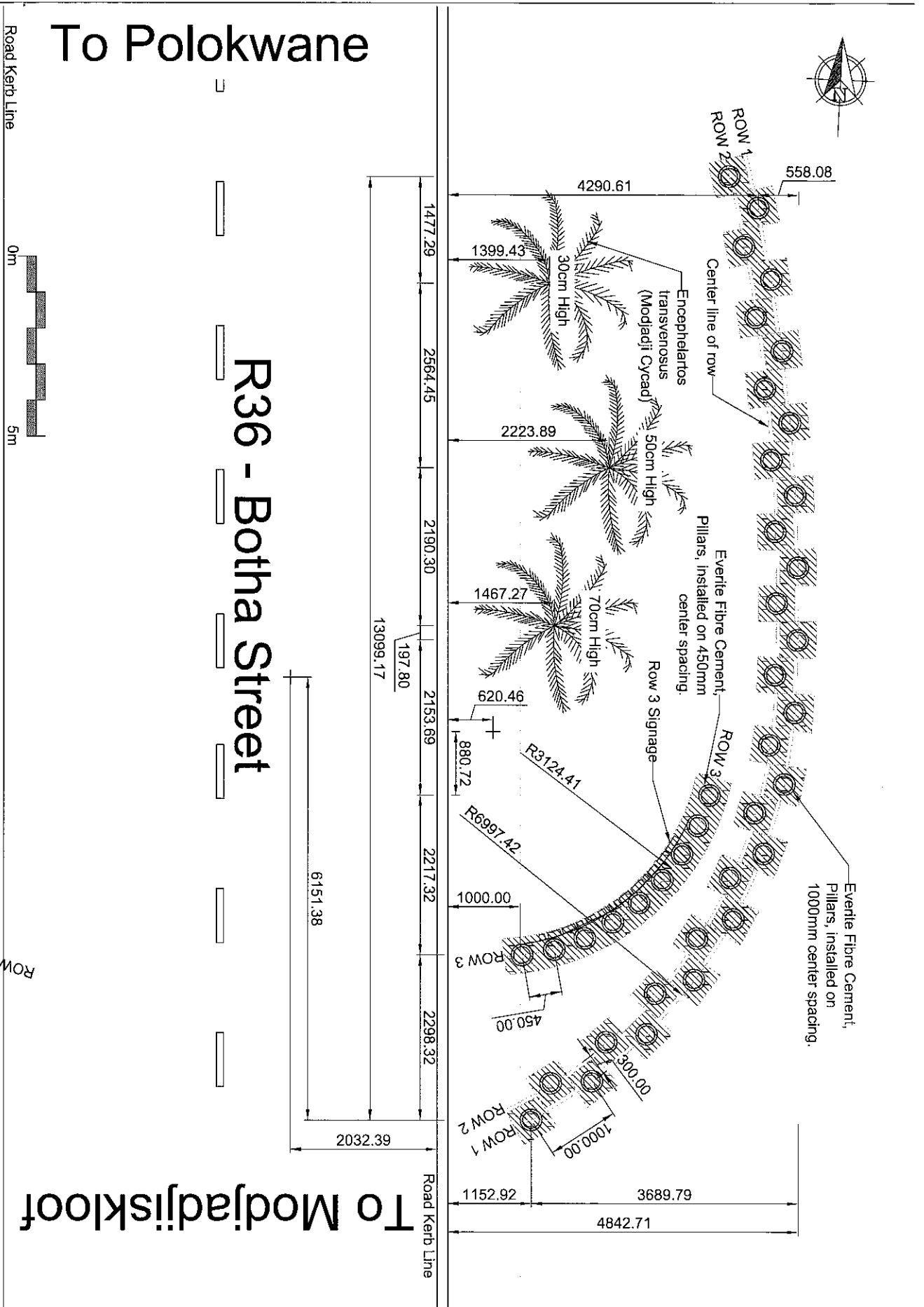
5. The drafter shall not be held responsible for any costs incurred by the client in connection with the use of this drawing.

LEGEND

- Everite Fibre Cement Pillars, filled with 20Mpa concrete, refer to details for height and spacing
-  Encephalartos transvenosus Modjadji Cycad, Male Plants, Height as indicated on plan



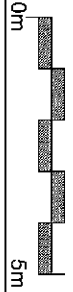
30 Years' Award of Merit
 Encephalartos transvenosus
 Modjadji Cycad
 Project: Beautification of Modjadjiskloof Town
 Client: Modjadji Cycad (Pty) Ltd
 Date: 17/2/2015
 Drawn by: [Name]
 Checked by: [Name]
 Approved by: [Name]
 Scale: 1:150
 Drawing Number: [Number]
 Revision: [Number]
 Date: [Date]



To Modjadjiskloof

R36 - Botha Street

Road Kerb Line



Plan: Row 1, 2 and 3

Scale: 1:50

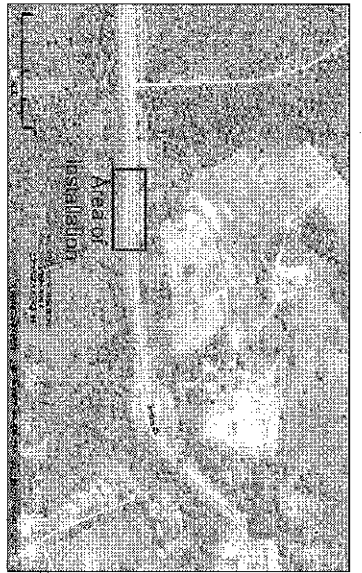
BEAUTIFICATION OF MODJADJISKLOOF TOWN ENTRANCE - LAYOUT PLAN 1

LEGEND

- Everite Fibre Cement Pillars, filled with concrete, refer to details for height and spacing
- ✱ Encephalartos transvenosus (Modjadji Cycad), Male Plants, Height as indicated on plan

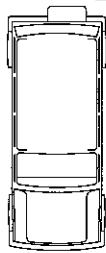
30 Pheon Road
 Sandton
 2196
 Tel: 011 799 1111
 Fax: 011 799 1112
 E-mail: info@landcape.co.za
Landcape Architectural
 (Pty) Ltd

PROJECT	Beautification of Modjadjiskloof town
DESCRIPTION	Layout Plan - Top Row
DATE	01/06/2015
DRAWN	CHK
DRAWING NUMBER	REVISON
REV	DATE



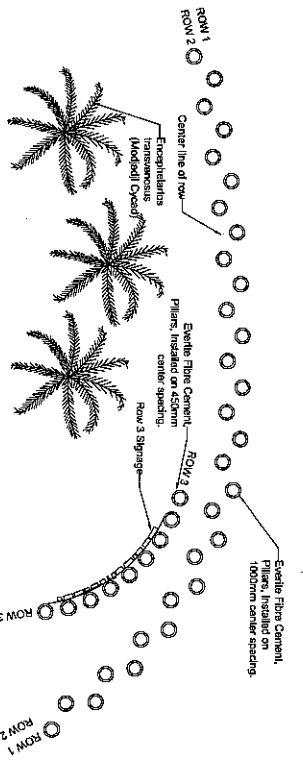
Key Plan
Not to Scale

To Polokwane

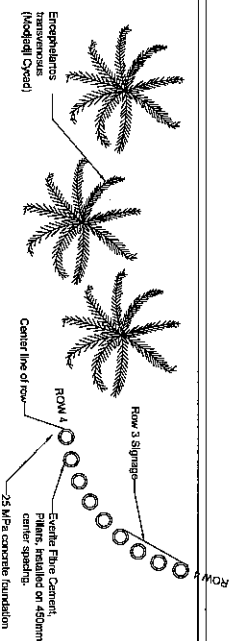
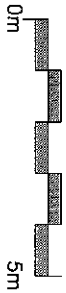


R36 - Botha Street

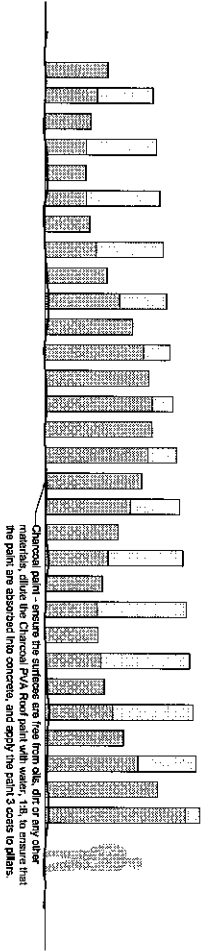
To Modjadiskloof



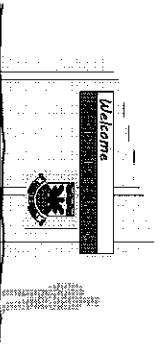
Master Plan
Scale 1:100



Elevation: Row 1 and 2
Scale 1:100



Elevation: Row 4
Scale 1:100



BEAUTIFICATION OF MODJADISKLOOF TOWN ENTRANCE - MASTER PLAN

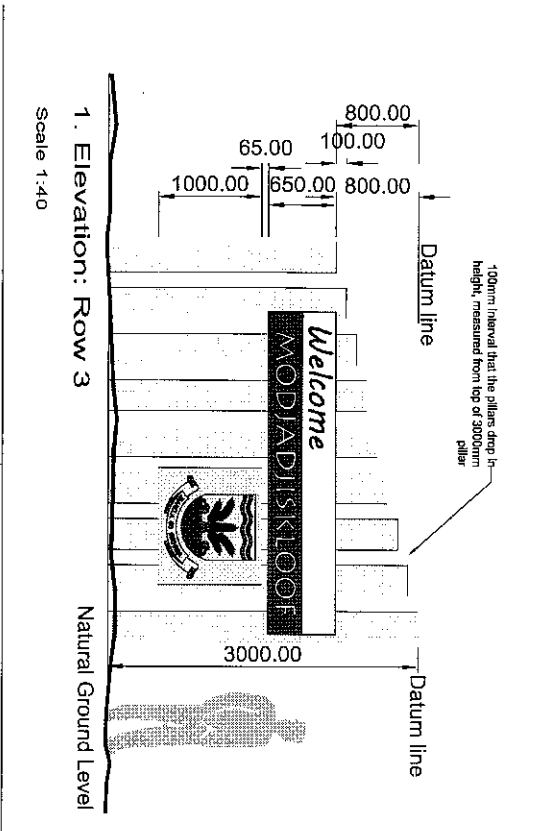
LEGEND

- Eriophorum Transvaalicum (Modjell Oxyd) Plants, installed on 450mm center spacing
- Eriophorum Transvaalicum (Modjell Oxyd) Plants, installed on 1000mm center spacing
- Eriophorum Transvaalicum (Modjell Oxyd) Male plants, Height as indicated on plan

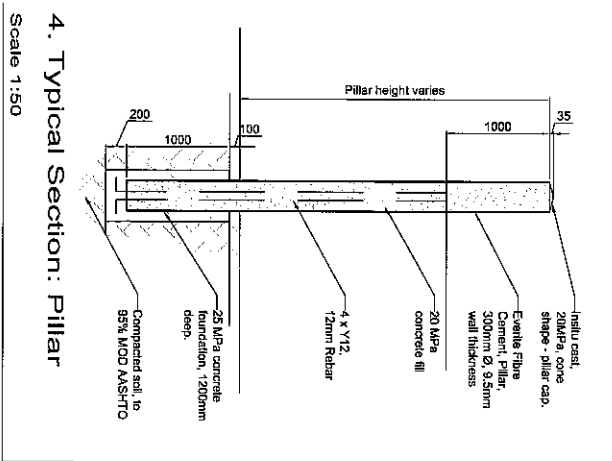


3D Print Road Beautification of Modjadiskloof
 Project: Beautification of Modjadiskloof Town
 Client: Modjadiskloof Municipality
 Date: 2019/05/2019
 Drawn: [Name]
 Checked: [Name]
 Approved: [Name]

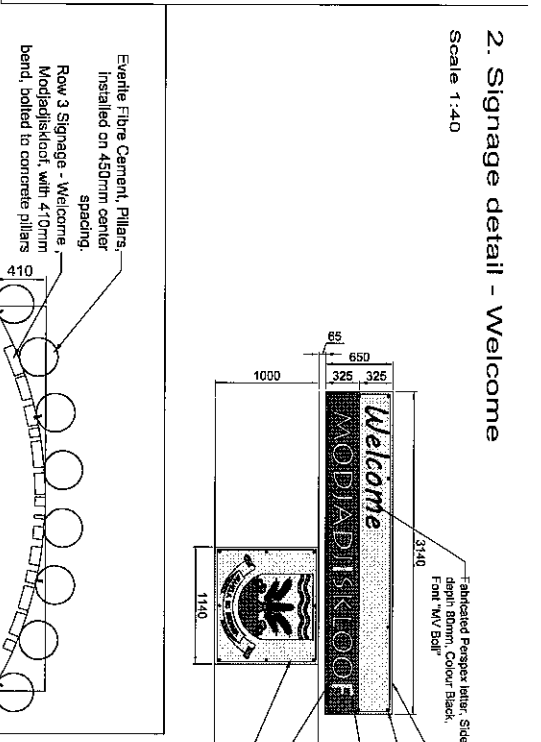
DATE	REV	DESCRIPTION
2019/05/2019	1	ISSUED FOR TENDERS
	2	REVISION
	3	REVISION



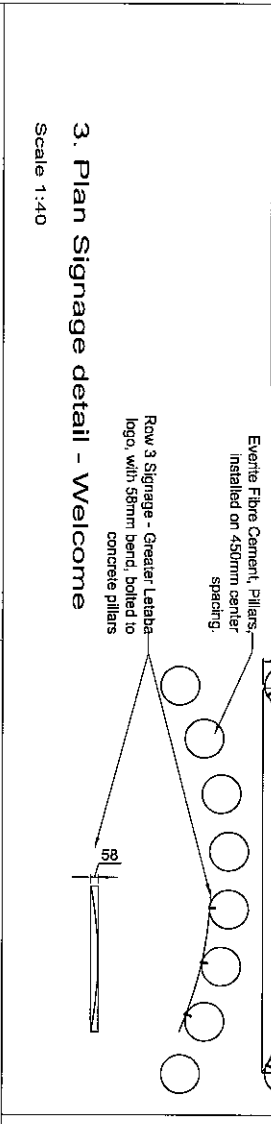
1. Elevation: Row 3
Scale 1:40



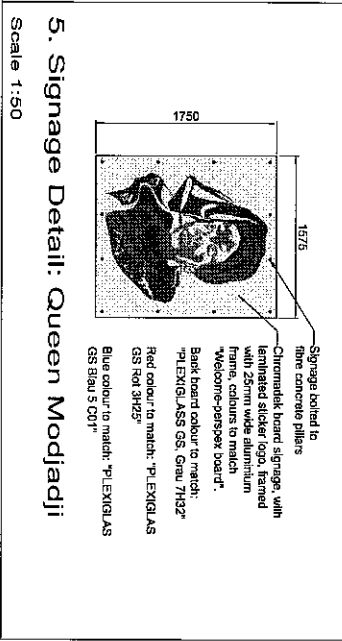
4. Typical Section: Pillar
Scale 1:50



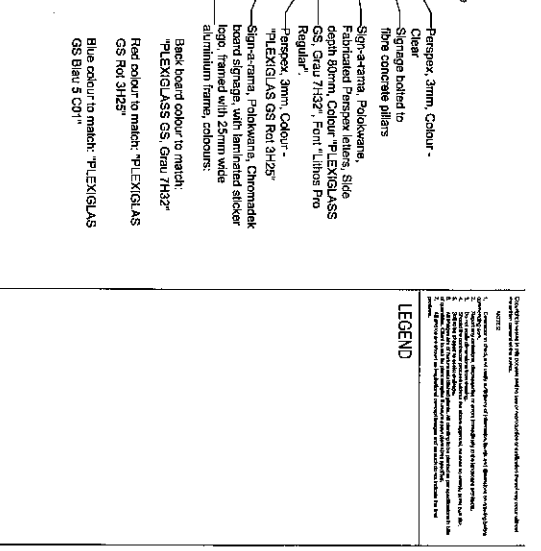
2. Signage detail - Welcome
Scale 1:40



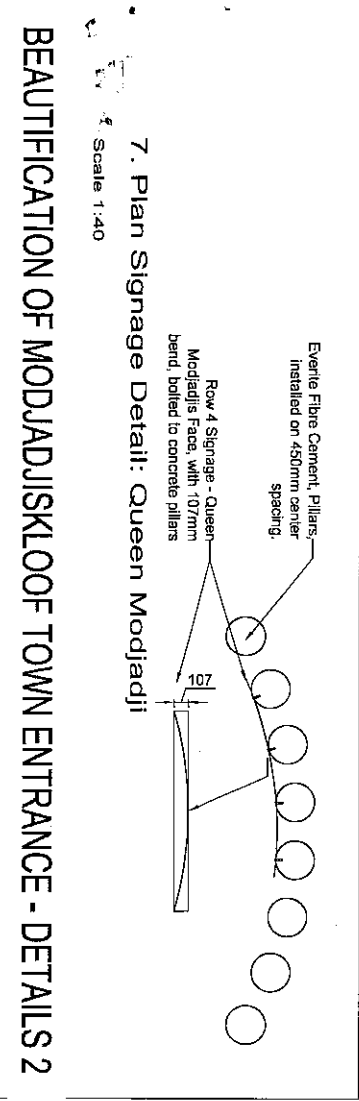
3. Plan Signage detail - Welcome
Scale 1:40



5. Signage Detail: Queen Modjadi
Scale 1:50



6. Elevation: Row 2
Scale 1:50



7. Plan Signage Detail: Queen Modjadi
Scale 1:40

BEAUTIFICATION OF MODJADISKILOOF TOWN ENTRANCE - DETAILS 2

30 Pinar Town
Pinar, Modjadia
7800
Tel: 086 117 5222
Fax: 086 117 5222
Email: info@pinar.com
Registration no: 2025/01/789907

Product: Beautification of Modjadieskloof Town
Reference number: 123456789

DATE: 2025/01/15
SCALE: 1:50
DRAWN: SKE
CHECKED: SKE
PROJECT NUMBER: 123456789
REV DATE

LEGEND

LIST OF RETURNABLE DOCUMENTS

List of returnable

- Copy of company registration certificate (c.k. certificate) .
- A valid Tax Clearance Certificate issued by the South African Revenue Services and tax compliance status pin letter.
- Original or certified copy of B-BBEE Level Contribution Certificate.
- Individual firms, joint venture or consortium firms experience detail.
- Joint venture, consortium agreements (if applicable).
- Certified ID copies of owners as per C.K.
- Recent proof of payment for municipal rates and taxes or municipal services charges owed by that bidder and all the directors to the Municipality which are not in arrears for more than three months in line with regulation no. 38 of Municipal Supply Chain Management Regulations / recent and original proof of residence from Traditional Authority or Induna in case where business is located in a non-ratable area .in case of rental, valid lease agreement signed between the Lessor and Lessee (bidder and company director).
- Company profile / schedule indicating bidder's experience.
- Written quotation according to the specification with clear price breakdowns on company's letterhead.
- The bid document must be properly completed in black ink and every page initialed.
- MBD forms must be fully completed (where applicable) and alteration on the bid document must be initialed or signed off .
- The Bidder's must submit the master registration number (Central Supplier Database registration number) to enable the Municipality to verify the bidders tax compliance and other information.
- Attach proof of purchase (Receipt)

NB: Certification on the documents should not be older than six months. Bidders will be disqualified for failure to submit any of the returnable documents listed above (with the exception of BBBEE status level certificate).

MBD FORMS

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)			
BID NUMBER:		CLOSING DATE:	
DESCRIPTION			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).			

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:		OR CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM UNIT	CONTACT PERSON	SESENE A
CONTACT PERSON	MTEBUL TY	TELEPHONE NUMBER	087 086 7461
TELEPHONE NUMBER	087 086 7491	FACSIMILE NUMBER	015 309 9419
FACSIMILE NUMBER	015 309 9419	E-MAIL ADDRESS	annahs@glm.gov.za
E-MAIL ADDRESS	tsakanim@glm.gov.za		

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

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

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

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

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:
- At:
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/Not firm
- Delivery basis

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

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
*Delete if not applicable

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

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder.....	Bid
number.....	
Closing Time	Closing Date
.....	

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY *(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
*Delete if not applicable

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

MBD 4

DECLARATION OF INTEREST

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other-related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\min} = Price of lowest acceptable bid

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

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

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where the municipality is situated:

.....

Registered Account Number:

Stand Number:.....

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

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

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

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes 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. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

2.1. **“bid”** includes written price quotations, advertised competitive bids 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 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 (this includes labour and intellectual property costs), 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;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“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 (refer to Annex A of SATS 1286:2011) 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?
(Tick applicable box)

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement 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 (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB

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

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.

(c)The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and 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 time of 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);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works 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 fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

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

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)? or Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Is the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

TERMS AND CONDITIONS

TERMS AND CONDITIONS

CONDITIONS AND UNDERTAKINGS BY BIDDERS IN RESPECT OF THE GREATER LETABA MUNICIPALITY

1. Propriety Information:

Greater Letaba Municipality considers this Tender and all related information, either written or verbal, which is provided to the respondent, to be propriety to GREATER LETABA MUNICIPALITY. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information in part or as a whole to any third party without the prior written consent of GREATER LETABA MUNICIPALITY.

2. Enquiries

All communications and attempts to solicit information of any kind relative to this Notice should be channeled to names provided below:

Contact person: (all questions should be directed to the person mentioned).

Telephone Number: 087 086 7593

Fax number: 015 309 9419

Contact Person: Ms Shoroma L

3. Medium of Communication

All the documentation submitted in response to this bid must be in English.

4. Verification of Documents

Bidders should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by the Greater Letaba Municipality in regard to anything arising from the fact that pages are missing or duplicated.

5. Validity period

Responses to this bid received from Bidders will be valid for a period of 90 days counted from the closing date of the bid.

6. Submission of Bids

6.1 Bids should be submitted in a sealed envelope endorsed, "Project Name" and the number of bid bidding on. The sealed envelope must be placed in the bid box at the Main Reception area of the Greater Letaba Municipality by no later than 12H00 on the Closing date.

6.2 *The closing date, company name and the return address must be endorsed on the envelope.*

6.3 *If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the bid box.*

6.4 *No bid received by telegram, telex, email, facsimile or similar medium will be considered.*

6.5 *Where a bid document is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.*

6.6 *Amended bids may be sent in an envelope marked "amendment to bid" and should be placed in the bid box before the closing time.*

6.7 *The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.*

6.8 *A list of all references (minimum of 3) with contact details must be included in the bid document.*

6.9 *A valid tax clearance certificate, Company Profile (experience) and Company Registration Certificate must be included in the bid document.*

6.10 *Kindly note that the Greater Letaba Municipality is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.*

6.11 *The Greater Letaba Municipality reserves the right not to accept the lowest bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is technically acceptable and/or financially advantageous to the Greater Letaba Municipality.*

6.12 *The Greater Letaba Municipality also reserves the right to award this bid to a purely empowerment company or may award this bid on condition that a joint venture with an empowerment company is formed. This will be added to the criteria when evaluating.*

6.13 *The Greater Letaba Municipality also reserves the right to award this bid as a whole or in part without furnishing reasons.*

6.14 The bidder hereby offers to render all or any of the services described in the attached documents to the Greater Letaba Municipality on the terms and conditions and in accordance with the specifications stipulated in this bid documents (and which shall be taken as part of, and incorporated into, this Proposal at the prices inserted therein).

6.15 Bids submitted by companies must be signed by a person or persons duly authorized thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.

6.16 The bidder hereby agree that the offer herein shall remain binding upon him/her and receptive for acceptance by the Greater Letaba Municipality during the validity period indicated and calculated from the closing hour and date of the bid; this Proposal and its acceptance shall be subject to the terms and conditions contained in this bid document.

6.17 The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.

6.18 The bidder hereby accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on hi/her under this agreement as the principal(s) liable for the fulfillment of this contract.

6.19 All companies that have registered for VAT should indicate in the bid document as to whether the price is inclusive or exclusive of VAT.

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and 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.

- 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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the 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 any thing 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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

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 under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that 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 analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the 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 that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise 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 fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated 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 this 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 canceling 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 anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the 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 willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified 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 Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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