

GREATER LETABA MUNICIPALITY GLM024/2023

APPOINTMENT OF A PANEL OF 3 TOWN PLANNING CONSULTANTS FOR IMPLEMENTATION OF VARIOUS PROJECTS FOR A PERIOD OF THREE YEARS

BID DOCUMENT

ISSUED BY: GREATER LETABA MUNICIPALITY

44 Botha Street Modjadjiskloof

0835

NAME OF TENDERER:

BID PRICE VAT EXCL

VAT

TOTAL

Closing Date: 27 March 2023 Closing Time: 12H00 Midday

GREATER LETABA MUNICIPALITY



APPOINTMENT OF A PANEL OF TOWN PLANNING CONSULTANTS FOR IMPLEMENTATION OF VARIOUS PROJECTS FOR A PERIOD OF 3 YEARS

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GREATER LETABA MUNICIPALITY



APPOINTMENT OF A PANEL OF TOWN PLANNING CONSULTANTS FOR IMPLEMENTATION OF VARIOUS PROJECTS

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the appointment of panel of Town Planning Consults; 3-year term for implementation of various projects.

Tender documents, stating tender criteria, will be available from 6 March 2023 at Greater Letaba Municipality, and the municipal website upon non-refundable amount R840.68 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)

Completed tenders, in black ink, in a sealed envelope and clearly marked "Appointment of panel of Town Planning Consults; 3-year term for implementation of various projects.", must be placed in the Tender Box, Greater Letaba Municipality, 44 Botha Street, Modjadjiskloof, Limpopo, not later than 12:00, 27 March 2023, at which hour and date the tenders will be opened in public at Greater Letaba Municipality Building

Tenders shall remain valid for a period of 90 days from closing date and no late, faxed, e-mailed or other form of tender will be accepted

NB: The evaluation of the bid will be conducted in two stages; first stage will be assessment on functionality. Only bidders that obtain 70 points will be subjected to 80/20 Preference point scoring system, where 80 points will be allocated for price only and 20 points will be allocated based on the specific goals points scored.

Bidders shall take note of the following bid conditions:

- Specific goals in terms of the Preferential procurement regulations 2022 will apply on this bid.
- Greater Letaba Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid.
- 3. Council reserves the right to negotiate further conditions in terms of SCM regulation 24 with the successful bidder.
- 4. Council reserves the right not to appoint.
- 5. No bidder will be appointed if not registered on Central Supplier Database.
- 6. Late, incomplete, unsigned, faxed or emailed bids will not be accepted.

Technical queries may be directed to Director: Development and Town Planning Unit at 015 309 9246/7/8 and SCM queries at 015 309 9246 at Greater Letaba Municipality

Mr. Lekhota M.P Acting Municipal Manager

TENDER DATA

Kindly take note that the tender data is taken from the CIDB Standard Conditions of Tender as a guide to compile this tender documents.

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Procurement (Available on www.cidb.co..za)

The Tender Data makes several references to the CIDB Standard Conditions of Tender for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the CIDB Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	
F.1.1	The Employer is: Greater Letaba Municipality P.O Box 36 Modjadjiskloof 0835
F.1.2	The tender document's contents are as follows:
	Tendering Procedures Tender notice and invitation to tender Tender data
	Returnable Documents List of Returnable Documents
	The Contract Agreements and Contract data Forms of Offer and Acceptance Contract Data
	Pricing Data Pricing Instruction Bill of Quantities
	Terms of Reference Terms of Reference
	Additional Relevant Documents Supply Chain Management Policy
F1.3	Interpretation
	The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.

F.1.4	Communication.					
	The Employer's Representative is;					
	Accounting Officer Lekhota M.P P.O. Box 36 Modjadjiskloof 0835 015 309 9246	Procurement Enq. Ramafalo M.P P.O. Box 36 Modjadjiskloof 0835 015 309 9246	Technical Enquiries. Rababalela M.E P.O. Box 36 Modjadjiskloof 0835 015 309 9246			
	Attention is drawn to the fact that verbal communication given by the Employer's representati prior to the close of tenders will not be regarded as binding on the employer. Only informati					
	issued formally by the employer in writing to the tenderers, under the signature of the Accounting Officer or his nominee will be regarded as amending the tender documents. Tender offer communicated on paper shall be submitted as an original. Questions or queries must be submitted at least five (5) working days before the stipulated closing date and time of the tender However, GLM shall not be liable nor assume liability for failure to respond to any questions and / or queries raised by the Bidder.					
F.1.5	The Employer's right to accept or reject any tender offer The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Greater Letaba Municipality.					
F.2	Bidder Obligations					
F.2.1	Eligibility Only those bidders who satisfy the following criteria are eligible to submit tenders:					
	Responsive tenders are ONLY those tenders with all documents and pages, contained herein, that have been signed by the responsible person duly authorised to sign all documents indicated on the returnable document "FORM D Authority of Signatory."					
	Only tendered who have in their employ a person registered with South African Council for Planners (SACPLAN) in terms of the Planning Profession Act, 2002 (Act 36 of 2002),					
F.2.2	Cost of Tendering	·				
	The employer will not compensate the bidder for any costs incurred in the preparation and submission of a tender offer, including the cost of any testing necessary to demonstrate that aspects of the offer satisfy requirements.					
F.2.3	Check documents					
	The Bidder should check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.					
F.2.4	Confidentiality and Copyright	of Documents.	·			
		loyer only for the purpose	with the tender. Use and copy the of preparing and submitting a tender			

F.2.10	Pricing the tender					
	State the rates and particles of Section 29 amended from time	orices in Rands in compliance with Determination of Professional Fees in of the Planning Profession Act, 2002 Gazette 37682 of 30 May 2014 as to time.				
F.2.11	Alterations to the T	ender Documents.				
	No alterations may t	pe made to the tender document issued by the employer.				
	Proposals and any of document as Annex	ther supporting documents must be attached to the back of this tender ures.				
F.2.12	Alternative tender	offer.				
	No alternative tende	r offers will be considered or accepted				
F.2.13						
F.∠. 13 	Submitting tender					
	No Tender document	ent will be considered unless submitted on Council's Official Tender				
	Return all the returnable documents to the employer after completing them as per details on F.2.15 below.					
	Tenders must be deposited in the tender box clearly marked:					
	"Appointment of panel of Town Planning Consultants; 3-year term for implementation of various projects."					
	Location of tender Box: Civic Centre Modjadjiskloof Physical Address: Greater Letaba Municipality, 44 Botha Street, Modjadjiskloof 0835.					
	Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered.					
	All tender received by the Greater Letaba Municipality will remain in the Municipality's possession as confidential until after the award is made.					
	Accept that a tender	s submitted to the employer cannot be withdrawn or substituted. No				
	substitute tenders w	II be considered.				
F.2.15	Closing Time:					
	The time and locatio	n for opening of the Tender offers are:				
	Closing Time:	12:00				
	Closing Date:	27 March 2023				
		Greater Letaba Municipality Civic Centre 44 Botha Street Modjadjiskloof 0835				
	Tenders will be oper	ned in public at the same time.				

After the opening of the tender proposals, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other bidder or persons not concerned with such process until the award of the Tender has been announced by the GLM.

F.2.16 Tender Offer Validity

The Tender offer validity period is 90 days from the closing date.

F.2.17 Tender clarification after submission

A tender may be regarded as non-responsive if the bidder fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.

F.2.18 Provide other material

Proposals

Proposals should be well organized, straight forward, clear and concise. Proposals must respond specifically to the criteria specified in this tender document. Colour: black Font: Aerial: Size 12: Spacing one and half: pages not more than 50 on one side. (excluding appendices)

The Consulting Town Planner, in his/her proposal, shall state the categories and number of staff and personnel that he considers necessary to perform the services, including the core professional team and support staff. The Consulting Town Planner shall provide brief descriptions of the responsibilities and duties envisaged for the professional positions of the supervision team.

The proposals and all supplementary documents and correspondences shall be drawn up and submitted in English.

The Municipality retains the right to call for any additional information that it may deem necessary

If tendering as a Joint Venture, Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks and rewards. Joint Venture arrangements should be in accordance with the CIDB guidelines (D2 or latest version)

Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner:

- 1. Control
- 2. Management
- 3. Operations
- 4. Risk
- 5. Profit and Loss

If a Bidder, or any person employed by him is found to have either directly or indirectly, promised or given to any person in the employment of Council, any commission, gratuity, gift or

other consideration, The Council shall have the right to summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss and/ or additional costs or expenses, to disqualify the Tender or cancel the Contract without paying any compensation to the aforesaid Tender or Contract.

F.3.11 1. Tender evaluation points

Preference points for this bid shall be awarded for:

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

The maximum points for this bid are allocated as follows:

	POINTS
RICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

2. Evaluation of Tenders

The Bidders notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the GLM.

2.1. The following steps will be followed in evaluation;

- 1. Determination of whether or not tender offers are complete.
- 2. Determination of whether or not tender offers are responsive.
- 3. Determination of the reasonableness of tender offers.
- 4. Confirmation of the eligibility of preferential points claimed by bidders.
- 5. Determination of expertise and experience of bidders.
- 6. Awarding of points for financial offer.
- 7. Ranking of bidders according to the total points
- 8. Performance of risk analysis by checking the capacity of the bidders

3. Evaluation Criteria

Tenders are adjudicated in terms of GLM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

3.1. Tender Responsiveness

Tender responsiveness shall mean tender compliance with all the prescribed key requirements for submission with this tender which are regarded as eliminating factors. Elimination factors include non-compliance with key requirements specified for the following:

Project Director/Team Leader (Registered Professional (20 Points);

- Registered Professional (15 Points);
- Registered Technical (13 Points); and
- Physical and other resources (20 Points)
- Experience of firm (32 Points)

The Team Leader (Registered Professional), and Technical combined are regarded as Personnel and carry combined total of 48 points while Physical and Other Resources carry a total of 20 points. The firms experience in Town Planning or Land Surveying carries 52 points.

The Consulting Firm's tender responsiveness in relation to points is therefore summarized as follows:

 Personnel
 48

 Physical and Other Resources
 20

 Experience of Firm
 32

 Sub-Total
 100

A firm must obtain a minimum of 70 points out of the 100 points above to be considered for further evaluation.

Project Director / Team Leader: (Maximum Points obtainable 20)

Name:.....

Evaluation		Elimination	Points	Points
Criteria	Minimum Required	Factor	obtainable	Claimed
Academic	MSc Degree in Town/Urban			
Qualifications	and Regional Planning/			
(Note 1)	Development Planning	No	1	
Academic	BSc (Hons), BEng (Hons) in			
Qualifications	Spatial Planning/			
(Note 1)	Development Planning	No ·	0.5	
	Degree in Town/Urban and			
	Regional Planning; or			
Academic	National Diploma in	·		
Qualifications	Town/Urban and Regional	:		
(Note 1)	Planning;	Yes	2	
Professional				
Registration				
(Note 2)	Professional/Technical (Pr)	Yes	1.5	
Sub-total	The state of the s		5	
		Elimination		
		Factor		

			\$776-137		
Years of	<5 - 6	Yes	1.5		
experience after	<6 - 8	Yes	2		
qualification	<8 - 10	No	2.5		
(Note 3)	<10 upwards	No	3		
	<3 - 5	No	0.5		
Years of	<5 - 8	No	1		
experience after	<8 - 10	No	2		
registration	<10 upwards	No	3		
Sub-Total			6		
Involvement in	3 - 5	Yes	1		
comparable	<5 - 8	Yes	2		
projects – State	<8 - 10	No	3		
number		-			
(Note 4)	<10 upwards	No	4		
Sub-total			4		
		Elimination			
		Factor			
Current					
Employment	Full time employed by the				
(Note 5)	Consulting Firm	No	5		
Sub-total	Sub-total				
Total	20				

Project Director / Team Leader

It must be noted that a minimum of **14 points** must be obtained by the proposed Team Leader during evaluation failure, which a tender shall be automatically eliminated from any further evaluation.

Note 1: Academic Qualifications

Proof of academic qualifications in the form of certified copies must be attached to the Team Leader/Project Director's CV. Foreign qualifications must be accompanied by certificate from Qualifications Certification Body. The proposed Team Leader shall be in possession of at least a Degree in Town/Urban and Regional Planning; or Diploma in Town/Urban and Regional Planning from any South African University or equivalent qualifications from a recognised Foreign University or Institution. Failure to provide this shall warrant an automatic elimination of tender from any further evaluation.

Note 2: Professional Registration

Proof of professional Registration with South Africa Council of Planners (SACPLAN) in the form of certified copies must be attached to the Leader/Project Director's CV. The proposed Team Leader shall be registered as Professional/Technical Planner. Failure to provide this shall warrant an automatic elimination of tender from any further evaluation.

Note 3: Experience after qualification

A minimum of 5 years post qualification experience is required for the team leader. More than 5 years post qualification experience is **not** an eliminating factor but carries more points. Failure to meet this requirement shall warrant an automatic elimination of tender from any further evaluation.

Note 4: Employment History (Involvement in comparable projects)

Proof of employment history must be contained in the curriculum vitae (CV) and must include references and contact details. The CV must be of a maximum two pages and containing only necessary and relevant information for the purpose of this project. Failure to provide this shall warrant an automatic elimination of tender from any further evaluation.

Note 5: Current Employment

Confirmation of current employment in the form of letter from Supervisor must be attached. In the event a Team Leader/Project Director's is his/her own Supervisor, a letter confirming same must still be attached. The proposed Team Leader shall be a Senior Employee, an Associate, the Director, or a Shareholder and in the direct employ of the Consulting Firm. A proof or separated written confirmation must be attached to the CV. Where a proposed Team Leader is seconded from a rival Consulting Firm, an agreement between the two entities as well as a written undertaking confirming the person's full time availability for the duration of a project must be attached to the CV.

Registered Planner: (Maximu	m Points obtainable 15	ij
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Name:.....

Evaluation		Elimination	Points	Points
Criteria	Minimum Required	Factor	obtainable	Claimed
Academic	Degree in Town/Urban			
Qualifications	and Regional Planning /or			
(Note 6)	above	Yes	4	

Professional				
Registration				
(Note 7)	Professional/Technical			
	(Pr.)	Yes	3	
Sub-total			7	
Years of	<5 - 6	Yes	4	
experience	<6 - 8	No	5	
after	<8 - 10	No	6	
qualification				
(Note 8)	<10 upwards	No	7	
Sub-total			7	
Current				
Employment	Full time employed by the			
(Note 9)	Consulting Firm	No	1	
Sub-total		-	1	
Total			15	`

Registered Planner

It must be noted that a minimum of **10.5 points** must be obtained by the proposed Registered Planner during evaluation failure which a tender shall be automatically eliminated from any further evaluation.

Note 6: Academic Qualifications

Proof of academic qualifications in the form of certified copies must be attached to the Registered Engineer's CV. Foreign qualifications must be accompanied by certificate from Qualifications Certification Body. The proposed Registered Planner shall be in possession of at least a Degree in Town/Urban and Regional Planning from any South African University or equivalent qualifications from a recognised Foreign University or Institution. Failure to provide this shall warrant an automatic elimination of tender from any further evaluation.

Note 7: Professional Registration

Proof of professional Registration with South African Council of Planners (SACPLAN) in the form of certified copies must be attached to the Registered Planner CV. The proposed Registered Planner shall be registered as Professional/Technical (Pr.). Failure to provide this shall warrant an automatic elimination of tender from any further evaluation.

Note 8: Employment History

A minimum of 5 years post qualification experience is required for the Registered Planner. More than 5 years post qualification experience is **not** an eliminating factor but carries more points. Failure to meet this requirement shall warrant an automatic elimination of tender from any further evaluation.

Note 9: Current Employment

Confirmation of current employment in the form of letter from Supervisor must be attached. The proposed Registered Planner must be a full time employee in the direct employ of the Consulting Firm.

Registered Technical:	(Maximum Points obtainable 8
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Evaluation		Elimination	Points	Points
Criteria	Minimum Required	Factor	obtainable	Claimed
Academic	BTech Degree in			
Qualifications	Town/Urban and Regional			
(Note 10)	Planning and/or above	Yes	2	
Professional				
Registration				
(Note 11)	Technical/Professional (Pr			
	Tech)	Yes	2	
Sub-total			4	
Years of	<5 - 6	Yes	1.5	
experience after	<6 - 8	No	2	
qualification	<8 - 10	No	2.5	
(Note 12)	<10 upwards	No	3	
Sub-total		•	3	
Current				
Employment	Full time employed by the			
(Note 13)	Consulting Firm	No	1	
Sub-total			1	
Total			8	

Registered Technical/Professional

It must be noted that a minimum of **6 points** must be obtained by the proposed Registered Technical/Professional during evaluation failure which a tender shall be automatically eliminated from any further evaluation.

Note 10: Academic Qualifications

Proof of academic qualifications in the form of certified copies must be attached to the Registered Technical/Professional CV. Foreign qualifications must be accompanied by certificate from Qualifications Certification Body. The proposed Registered Technical shall be in possession of at least a BTech Degree in Town/Urban and Regional Planning from any South African University or equivalent qualifications from a recognised Foreign University or Institution. Failure to provide this shall warrant an automatic elimination of tender from any further evaluation.

Note 11: Professional Registration

Proof of professional Registration with South African Council of Planners (SACPLAN) in the form of certified copies must be attached to the Registered Technical/Professional CV. The proposed Registered Technical/Professional shall be registered as Professional/Technical (Pr. Tech). Failure to provide this shall warrant an automatic elimination of tender from any further evaluation.

Note 12: Employment History

A minimum of 5 years post qualification experience is required for the Registered Technical/Professional. More than 5 years post qualification experience is **not** an eliminating factor but carries more points. Failure to meet this requirement shall warrant an automatic elimination of tender from any further evaluation.

Note 13: Current Employment

Confirmation of current employment in the form of letter from Supervisor must be attached. The proposed Registered Technical must be a full time employee in the direct employ of the Consulting Firm.

Registered Planner Technician:	(Maximum Points obtainable 5)
Name:	

Evaluation		Elimination	Points	Points
Criteria	Minimum Required	Factor	obtainable	Claimed
Academic	National Diploma in			
Qualifications	Town/Urban and Regional			
(Note 14)	Planning/or above	Yes	1.5	
Professional				
Registration				
(Note 15)	Planner Technician (Pr			
	Technical)	Yes	1	
Sub-total			2.5	
Years of	5-7	Yes	0.5	
experience after	<7 – 9	No	1	
qualification	< 9 - 10	No	1.5	
(Note 16)	<10 upwards	No	2	
Sub-total			2	
Current				
Employment	Full time employed by the			
(Note 17)	Consulting Firm	No	0.5	
Sub-total		·	0.5	
Total			5	

Registered Planner Technician

It must be noted that the proposed Registered Planner Technician must obtain a minimum of **3.5** points during evaluation failure, which a tender shall be automatically eliminated from any further evaluation.

Note 14: Academic Qualifications

Proof of academic qualifications in the form of certified copies must be attached to the Registered Planner Technician's CV. Foreign qualifications must be accompanied by certificate from Qualifications Certification Body. The proposed Registered Planner Technician shall be in possession of at least a National Diploma in Town/Urban and Regional Planning from any South African University or equivalent qualifications from a recognised Foreign University or Institution. Failure to provide this shall warrant an automatic elimination of tender from any further evaluation.

Note 15: Professional Registration

Proof of professional Registration with South African Council of Planners in the form of certified copies must be attached to the Registered Engineering Technician's CV. The proposed Registered Planner Technician shall be registered as Planner Technician (Technical). Failure to provide this shall warrant an automatic elimination of tender from any further evaluation.

Note 16: Employment History

A minimum of 5 years post qualification experience is required for the Registered Planner Technician. More than 5 years post qualification experience is **not** an eliminating factor but carries more points. Failure to meet this requirement shall warrant an automatic elimination of tender from any further evaluation.

Note 17: Current Employment

Confirmation of current employment in the form of letter from Supervisor must be attached. The proposed Registered Planner Technician must be a full time employee in the direct employ of the Consulting Firm.

Physical and Other Resources

It must be noted that a total of **20 points** must be obtained by the Consulting Firm in relation to the requirements as mentioned on the table below failure which a tender shall be automatically eliminated from any further evaluation.

Evaluation		Elimination	Points	Points
Criteria	Minimum Required	Factor	obtainable	Claimed
	Firm's offices outside the			
	provincial boundaries	No	1	
Firm's Office	Firm's offices within the			
Building location	provincial boundaries	No	2	!
(Note 18)	Firm's offices within the			
	Nkangala District boundaries	No	3	
Sub-total			3	
	Computers x 1	No	2	
Hardware	Laptop X 3	No	2	
Resources	Plotter x 1	No .	2	
(Note 19)	Printers (able to print A4 and A3) X 1	No	2	
Sub-total			8	

Software	Design Software (i.e. GIS, AutoCAD etc.)	No	3	
Resources	Cad Software	•		
(Note 20)		No	3	
Sub-total			6	
Company's				
vehicles (Note				,
21)	Vehicles x 2	No	3	
Sub-total			3	
Total			8	

Experience of Firm

It must be noted that the experience of the firm carries a maximum of **32 points** as indicated in the table below. A firm must obtain a minimum of **22.5 points** to be considered for further evaluation. If a tenderer fails to obtain the minimum **22.5 points** then, tender shall be automatically eliminated from any further evaluation. If proof of testimonials in reference to form H is not provided, then the bidder shall be automatically disqualified.

Evaluation		Elimination	Points	Points
Criteria	Evaluation Criteria	Factor	obtainable	Claimed
Company				
experience in		Yes		
terms of	·		٠	
(Township				
Establishment or	5 - 8 Projects		10	
State Land				
Release or Land		Yes		
Tenure or				
Development				
Controls or	9 -12 Projects		15	
Development				
Strategies or				
facilities related)		Yes		
projects completed				
(note Form H)	12+ Projects			
(Note 22)			20	
Sub-Total			20	
Company	R1mil – R3 mil	Yes	4	
experience in				
terms of value of				

Town Planning				
Projects				
Completed				
(Township	R3 mil and R5 mil	Yes		
Establishment or	THE TIME CATE AT THE TAIL	.00		
State Land			8	
Release or Land		Yes		
Tenure or		103		
Development				
Controls or				
Development	+ R5 mil and more			
Strategies or				
facilities related)			12	
·		<u> </u>		
Sub-Total			12	
TOTAL			32	

Note 18: Firm's Office building location

Company needs to submit a proof of municipal rates not older than 3 months for their offices. Failure to attach the municipal rates shall warrant for scoring zero (0) in this category.

Note 19: Hardware Resources

Proof of company's asset register with the required listed resources in the form of certified copies must be attached. Failure to provide this shall warrant for scoring zero (0) in this category.

Note 20: Software Resources

Proof of company's asset register with the required listed resources in the form of certified copies must be attached. Failure to provide this shall warrant for scoring zero (0) in this category.

Note 21: Company's Vehicles

Provide proof of ownership, such a certified copy of the company's register of assets and vehicles ownership copies either in the name of the company or director's names must be attached. Failure to provide this shall warrant for scoring zero (0) in this category.

Note 22: Company's previous completed projects

Provide proof of the company's previous completed projects which is appointment letters and completion certificates must be attached. Verifiable references (appointment letters and completion certificates) with contact details must be provided. Failure to meet this requirement shall warrant an automatic elimination of tender from any further evaluation.

The procedure for the evaluation of responsive Bids will be on the average of the previous three projects where the firm was involved for GREATER LETABA MUNICIPALITY (GLM) projects or other clients. Reference of clients other than GLM **MUST** be provided.

Technical adjudication and General Criteria

- Tenders will be adjudicated in terms of inter alia:
- Compliance with Tender conditions
- Technical specifications

If the Bidder does not comply with the Tender Conditions, the Bidder may be rejected. If technical specifications are not met, the Tender may also be rejected.

With regard to the above, certain actions or errors are unacceptable and warrants **REJECTION OF THE TENDER**, for example

- Certified or scanned copies of Tax Clearance Certificates. (Only valid original tax clearance certificates must be attached to the Tender document).
- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- If tender document is not fully completed as required and as stipulated in the tender data.
- If any tender document is tempered with or it is unbinded or unbundled.
- Failure to complete the schedule of quantities as required only lump sums provided.
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil.
- Failure to attend compulsory site inspections
- The Tender has not been properly signed by a party having the authority to do so, according to the Form D – "Authority for Signatory", No authority for signatory submitted.
- A Resolution by a Board of Directors of the Company authorizing the Bidder to sign the Tender document on behalf of the Company. Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
- The Bidder's attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- The Tender has been submitted after the relevant closing date and time
- Failure to complete and sign Form of Offer and Acceptance
- If any municipal rates and taxes or municipal service charges owed by that Tenderder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.

- If any Tenderder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderder that performance was unsatisfactory.
 - Failure to complete in all returnable schedules and signing thereof will results an automatic disqualification.

Size of enterprise and current workload

- Evaluation of the Bidder's position in terms of:
- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

Staffing profile

Evaluation of the Bidder's position in terms of:

- Staff available for this contract being Tendered for
- Qualifications and experience of key staff to be utilised on this contract.

Proposed Key Personnel

In this part of the tender, the Bidder shall also supply Curriculum Vitae (CV's) for the Staff available named and working on full time basis for the Bidder. The CV should follow the normal Professional Format as used by Professional Service Providers.

Each CV should give at least the following:

- o Position in the firm and within the organisation of this assignment
- o PDI status (describing population group, gender and disabilities)
- o Educational qualifications
- o Professional Registrations
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency and
- o References (company name, individual name, position held, contact details)

Much importance will be placed on the experience of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenders' proposal and/ or Agreement entered into by the Client for the execution of the services

Previous experience

The bidder shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the bidder within the last five (5) years.

Evaluation of the Bidder's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

The bidder shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects.

Financial ability to execute the contract:

Evaluation of the Bidder's financial ability to execute the contract. Emphasis will be placed on the following:

- Professional indemnity
- Contact the Tender's bank manager to assess the Bidder's financial ability to execute the contract and the Bidder hereby grants his consent for this purpose.

Good standing with SA Revenue Services

- Determine whether an original valid tax clearance certificate has been submitted.
- The Bidder must affix an original valid Tax Clearance Certificate

If the Tender does **not** meet the requirements contained in the GLM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

Penalties

The Greater Letaba Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Bidder.
- Impose a financial penalty at the discretion of Council
- Restrict the contractor, its shareholders and directors on obtaining any business from the Greater Letaba Municipality for a period of 5 years

F	.3.	11.	Method	2

Method 2: Financial offer and preference will be used to evaluate tenderers.

F.3.11. The additional conditions of Bid Document

- 1 Greater Letaba Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project.
- 2 The Greater Letaba Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.
- 3 Capping of maximum of three projects will be awarded / or allocated to one service provider irrespective of tendered amount.

GREATER LETABA MUNICIPALITY

T2.1 LIST OF RETURNABLE DOCUMENTS

- 1. Failure to fully complete the compulsory returnable documents shall render such a tender offer unresponsive.
- 2. Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.
- 3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right under contract condition 8.4 to terminate the contract.

The Tenderer must complete the following returnable Schedules;

Returnable Schedules required for Tender evaluation purposes

	COMPULSORY BID DOCUMENTS
FORM A	COMPULSORY ENTERPRISE QUESTIONAIRE
FORM B	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM C	DECLARATION OF INTEREST
FORM D	AUTHORITY OF SIGNATORY
FORM E	DECLARATION OF GOOD STANDING REGARDING TAX
FORM F	FINANCIAL REFERENCES /TENDERER'S CREDIT RATING AND BANK DETAILS
FORM G	MUNICIPAL UTILITY ACCOUNT
FORM H	PROOF OF PROFFESSIONAL INDEMNITY
FORM I	CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM J	PROOF OF MEMBERSHIP WITH PROFEESSIONAL BODIES
FORM K	PREFERENCE SCHEDULE
FROM L	DECLARATION TENDERER'S LITIGATION HISTORY
FORM M	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
	RETURNABLES FOR EVALUATION PURPOSES
FORM N	PROPOSED KEY PERSONNEL
FORM O	SCHEDULE OF PREVIOUS EXPERIENCE
FORM P	SCHEDULE OF CURRENT PROJECTS
FORM Q	SCHEDULE OF INFRASTRUCTURE AND RESOURCES
FORM R	SCHEDULE OF PROPOSED SUB CONSULTANT
FORM S	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM T	TENDERER'S PROJECT STRUCTURE
FORM U	SCHEDULE OF APPROACH AND METHODOLOGY

SCM List of returnable:

- 1. Copy of Company registration certificate (c.k. certificate)
- 2. A valid Tax Clearance Certificate issued by the South African Revenue Services or Tax Compliance status pin letter.
- 3. Individual Firms, joint venture or consortium firms experience detail.
- 4. Joint venture, consortium agreements (if applicable).
- 5. Certified ID copies of owners as per C.K.
- 6. Recent proof of payment for municipal rates and taxes or municipal services charges owed by that bidder or any of its directors to the Municipality which are not in arrears for not more than three months in line with regulation no.38 of the 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 / valid lease agreement signed between the Lessor and the Lessee(Bidder).
- 7. Company Profile/ schedule indicating bidder's experiences.
- 8. The bid document must be properly completed in black ink and very page initialed.
- 9. The Bidders must submit the master registration number (Central Supplier Database registration number) to enable the Municipality to verify the bidders tax compliance and other information.
- 10. Attach Proof of Purchase (Receipt or Proof of payment.
- 11. Attach Proof of membership certificate with professional bodies (SACPLAN)
- 12. Attach bank rating letter no older than 3 months.
- 13. Original or certified copy of B-BBEE Level Contribution Certificate as proof of Specific goals (10 Points 100% black owned)
- 14. Copy of Shareholding Certificate/detailed ck certificate as proof of specific goals (10 Points Woman)

NB: The evaluation of the bid will be conducted in two stages; first stage will be assessment on functionality. Only bidders that obtain 70 points will be subjected to 80/20 Preference point scoring system, where 80 points will be allocated for price only and 20 points will be allocated based on the specific goals points scored.

Bidders shall take note of the following bid conditions:

- 1. Specific goals in terms of the Preferential procurement regulations 2022 will apply on this bid.
- 2. Council reserves the right to negotiate further conditions in terms of SCM regulation 24 with the successful bidder.
- 3. Council reserves the right not to appoint.
- 4. No bidder will be appointed if not registered on Central Supplier Database.
- 5. Late, incomplete, unsigned, faxed or emailed bids will not be accepted.

NB: Certification on the documents should not be older than Six months.

COMPULSORY BID DOCUMENTS

FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE

In the	case of a Joint Venture – The next	Form" A" needs to	be completed
1.	NAME OF ENTERPRISE		
2.	CONTACT PERSON		
3.	CONTACT NUMBER		
4.	FAX NUMBER		
5.	E-MAIL ADDRESS		
6.	POSTAL ADDRESS		
7.	PHYSICAL ADDRESS		
۲.	FIT SICAL ADDRESS		
8	VAT REGISTRATION NUMBER		
9	TAX REFERENCE NUMBER		
10	CIDB REGISTRATION NUMBER		
10.1	CIDB GRADING		
11	HAS A B-BBEE STATUS LEVEL V CERTIFICATE BEEN SUBMITTED	ERIFICATION	YES NO
	IF YES, WHO WAS THE CERTIFIC	ATE ISSUED BY?	
	AN ACCOUNTING OFFICER AS CONTEMPLAT A VERIFICATION AGENCY ACCREDITED BY T A REGISTERED AUDITOR (Tick applicable box)	ED IN THE CLOSE CORPO HE SOUITH AFRICAN NATI	RATION ACT (CCA) ONAL ACCREDITATION SYSTEM (SANAS)

Name of Bidder

12	(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMIPREFERENCE POINTS FOR B-BBEE)	TTED IN (ORDER TO	QUALIF	Y FOR	
	ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFF	ERED ?				
			YES `		NO	
	If Yes enclose Proof					
	Signature	I	 Date			

CAPACITY UNDER WHICH BID IS SIGNED

MBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR	REQUIREMENT	S OF TH	E (NAME	OF MU	JNICIPALITY/ M	IUNIC	CIPAL ENTITY)
BID NUMBER:	CLOSING DA	TE:			CLOSI	NG T	IME:
DESCRIPTION							
THE SUCCESSFUL BIDDER WILL BE RE	QUIRED TO FILL	. IN AND	SIGN A	WRITT	EN CONTRACT	FOR	M (MBD7).
BID RESPONSE DOCUMENTS MAY BE D	EPOSITED IN T	HE BID					
BOX SITUATED AT (STREET ADDRESS)							
SUPPLIER INFORMATION						175,	
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS			····		ı		
TELEPHONE NUMBER	CODE				NUMBER	<u> </u>	
CELLPHONE NUMBER					T		
FACSIMILE NUMBER	CODE				NUMBER		
E-MAIL ADDRESS							***
VAT REGISTRATION NUMBER		-				···	
TAX COMPLIANCE STATUS	TCS PIN:			OR	CSD No:		
B-BBEE STATUS LEVEL VERIFICATION	☐ Yes				E STATUS	 □ Y	/es
CERTIFICATE					SWORN	ш,	100
[TICK APPLICABLE BOX]	☐ No			AFFIDA		□	
[A B-BBEE STATUS LEVEL VERIF SUBMITTED IN ORDER TO QUALIFY	ICATION CER FOR PREFERE	TIFICAT	E/ SWI	ORN A	NFFIDAVIT (FI BBEE1	OR I	EMES & QSEs) MUST BE
ARE YOU THE ACCREDITED					OU A FOREIGN	V	
REPRESENTATIVE IN SOUTH AFRICA	☐Yes]No		D SUPPLIER FO		☐Yes ☐No
FOR THE GOODS /SERVICES /WORKS	HE VEC ENGLO	er ppo	051		OODS /SERVI		HE VEG. ANOWED BART D.O.
OFFERED?	[IF YES ENCLO	SE PRO	OF]	WUK	KS OFFERED?		[IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED				TOTA	L BID PRICE		R
SIGNATURE OF BIDDER				DATE			
CAPACITY UNDER WHICH THIS BID IS				1-111-	·		
SIGNED							
BIDDING PROCEDURE ENQUIRIES MAY		U:					BE DIRECTED TO:
DEPARTMENT CONTACT PERSON	SCM UNIT Ramafalo P		CONTA				MAMANYOHA NE
TELEPHONE NUMBER	087 086 7491		FACSIN		UMBER MBED		071 321 8438 015 309 9419
FACSIMILE NUMBER	015 309 9419	_	E-MAIL				annahs@glm.gov.za
E-MAIL ADDRESS	Portiak@glm.go	V 72	L-IVIAIL	<u> </u>	.00	ĕ	янтанэшуунт.уоч.2а
E IN IL ADDITION	i ortiantogrinido	¥,4G	L				

PART B

TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:		
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIM ACCEPTED FOR CONSIDERATION.	E TO THE CORRECT ADI	DRESS. LATE BIDS WILL NOT BE
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORM	S PROVIDED-(NOT TO BE I	RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUR PROCUREMENT REGULATIONS, 2017, THE GENERAL COTHER 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 PE ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYE	RSONAL IDENTIFICATION N R'S PROFILE AND TAX STA	NUMBER (PIN) ISSUED BY SARS TO TUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS ORDER TO USE THIS PROVISION, TAXPAYERS WILL NI 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 CERTIFICAT	TE TOGETHER WITH THE B	D.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-C SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	ONTRACTORS ARE INVOLV	VED, EACH PARTY MUST SUBMIT A
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGIS	STERED ON THE CENTRAL	SUPPLIER DATABASE (CSD), A CSD
	NUMBER MUST BE PROVIDED.		
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
		I AFRICA (RSA)?	☐ YES ☐ NO
3.1.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	I AFRICA (RSA)?	☐ YES ☐ NO ☐ YES ☐ NO
3.1. 3.2.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH	,	
3.1. 3.2. 3.3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH DOES THE ENTITY HAVE A BRANCH IN THE RSA?	FIN THE RSA?	YES NO
3.1. 3.2. 3.3. 3.4.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH DOES THE ENTITY HAVE A BRANCH IN THE RSA? DOES THE ENTITY HAVE A PERMANENT ESTABLISHMEN	T IN THE RSA? E RSA?	YES NO
3.1. 3.2. 3.3. 3.4. 3.5.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH DOES THE ENTITY HAVE A BRANCH IN THE RSA? DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE STABLISHMENT IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TABLE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT SYSTEM PIN CODE FROM THE SOUTH AFRICAN RESERVED.	T IN THE RSA? E RSA? .XATION? IOT A REQUIREMENT TO R	YES NO YES NO YES NO YES NO YES NO YES NO EGISTER FOR A TAX COMPLIANCE
3.1. 3.2. 3.3. 3.4. 3.5. IF TH STA ABO NB:	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH DOES THE ENTITY HAVE A BRANCH IN THE RSA? DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE STABLISHMENT IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TABLE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT SYSTEM PIN CODE FROM THE SOUTH AFRICAN RESERVED.	F IN THE RSA? E RSA? XATION? IOT A REQUIREMENT TO R VENUE SERVICE (SARS) A	YES NO YES NO YES NO YES NO YES NO SEGISTER FOR A TAX COMPLIANCE AND IF NOT REGISTER AS PER 2.3
3.1. 3.2. 3.3. 3.4. 3.5. IF TH STA ABO NB: NO E	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH DOES THE ENTITY HAVE A BRANCH IN THE RSA? DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAKE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVE. FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS	F IN THE RSA? E RSA? XATION? IOT A REQUIREMENT TO R VENUE SERVICE (SARS) A	YES NO YES NO YES NO YES NO YES NO SEGISTER FOR A TAX COMPLIANCE AND IF NOT REGISTER AS PER 2.3
3.1. 3.2. 3.3. 3.4. 3.5. IF TH STA ABO NB: NO E	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH DOES THE ENTITY HAVE A BRANCH IN THE RSA? DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAKE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVE. FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVE	F IN THE RSA? E RSA? XATION? IOT A REQUIREMENT TO R VENUE SERVICE (SARS) A	YES NO YES NO YES NO YES NO YES NO SEGISTER FOR A TAX COMPLIANCE AND IF NOT REGISTER AS PER 2.3

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

	f Bidder Bid Nu	mber
OFFER	R TO BE VALID FORDAYS FROM THE (CLOSING DATE OF BID.
ITEM NO.		PRICE IN RSA CURRENCY L 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 p	rice, for delivery at the prescribed destination.
	applicable taxes" includes value- added tax, pay	as you earn, income tax, unemployment insurance fund

*Delete if not applicable

PRICING SCHEDULE -- NON-FIRM PRICES (PURCHASES)

FE: 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

	number		Bid
	Closing Time		Closing Date
FER	TO BE VALID FORDAYS FR	OM THE	CLOSING DATE OF BID.
 М	QUANTITY DESCR	IPTION	BID PRICE IN RSA CURRENCY *(ALL APPLICABLE TAXES INCUDED)
	Required by:		
	required by.		
At:		•••	
Bran	d 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		
Deliv	ery:		*Firm/Not firm

ill applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund tributions and skills development levies. lete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

- 1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
- 2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

	Pa=(1	$-V)Pt\left(D1\frac{R1t}{R1o}+D2\frac{R2t}{R2o}+D3\frac{R}{R}\right)$	$\frac{R3t}{R3o} + D4\frac{R4t}{R4o} + VPt$
Where:			
Pa (1-V) Pt D1, D2 R1t, R2t R1o, R2o	= = = = = = = = = = = = = = = = = = = =	Each factor of the bid price of total of the various factors D1 index figure obtained from new lindex figure at time of bidding	. Note that Pt must always be the original bid price. eg. labour, transport, clothing, footwear, etc. The DD
VPt	=	15% of the original bid price. not subject to any price escala	This portion of the bid price remains firm i.e. it is ations.
	3.	The following index/indi	ices must be used to calculate your bid price:
Index D	ated	Index Dated	Index Dated
Index Da	ated	Index Dated	Index Dated
4. MENTIONED F	FORMULA. TH	FURNISH A BREAKDOWN HE TOTAL OF THE VARIOUS FA	OF YOUR PRICE IN TERMS OF ABOVE- ACTORS MUST ADD UP TO 100%.
(D1,	FACTO D2 etc. eg. Labou		PERCENTAGE OF BID PRICE
	<u> </u>		

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

FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: (legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)

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3.			
4	 		
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υ. 			
6.			
-			
			. ,
7.			
8	·		
d at	 	(place)	
	 _	(date)	

RESOLVED that:

Bio	d / Project Numbe	er:				{insert nui	nber}
Mr/	Mrs/Ms:						<u>_</u>
in *	his/her Capacity	as:			()	Position in the Enterp	ise)
and	d who will sign as	follows:					
con	nection with and	authorised to sign the I relating to the Bid ward of the Bid to the	, as well as t	o sign any	Contract, and	l any and all doc	umentatior
		stituting the Consor name and style of:	tium/Joint Ven	nture, notwit	hstanding its	composition, shal	conduct a
obli	igations of the C	he Consortium/Joint Consortium/Joint Vel municipality in resp	nture deriving	from, and	in any way o	connected with, t	
agr Not mu	eement, for who withstanding suc	ses to the Consortiunatever reason, shall the decision to terminate due fulfilment of the due fulfilment of th	I give the De nate, the Ente	epartment : erprises sha	30 days writte II remain joint	en notice of suc tly and severally	h intentior liable to th
agr Not muliten No Ent its	reement, for who twithstanding such nicipality for the n C above. Enterprise to the terprises to the C	atever reason, shal th decision to termin	I give the Denate, the Ente e obligations t Venture shature and of the	epartment serprises shate of the Con- nall, withous municipal	30 days writt II remain joint sortium/Joint ' t the prior w lity, cede any	en notice of suctly and severally Venture as mention vitten consent of its rights or as	h intentior liable to th oned unde f the othe ssign any o
agn Not muliten No Ent its or refe	twithstanding such thickness for what the thickness to the Coolingations under the coolingations under the control of the coolingations are the coolingati	atever reason, shal th decision to termin due fulfilment of the he Consortium/Joint consortium/Joint Ver	I give the Denate, the Entere obligations It Venture shature and of the type to the type the type the country of the country	epartment is erprises sha of the Con nall, withou ne municipal eement in re	30 days writted. It remain joint sortium/Joint sortium/Joi	en notice of suctly and severally Venture as mention written consent or of its rights or as Contract with the asortium/Joint Venture of the contract with th	h intentior liable to th oned unde f the othe ssign any o municipalit
Not multiten No Ent its or refer The pur res	twithstanding such thickness for what the thickness to the Coolingations under the coolingations under the control of the coolingations are the coolingati	atever reason, shall the decision to terminate due fulfilment of the due fulfilment of the due fulfilment of the consortium/Joint Veronsortium/joint oose as the domical on the consortium/join the consortium/j	I give the Denate, the Entere obligations It Venture shature and of the type to the type the type the country of the country	epartment is erprises sha of the Con nall, withou ne municipal eement in re	30 days writted. It remain joint sortium/Joint sortium/Joi	en notice of suctly and severally Venture as mention written consent or of its rights or as Contract with the asortium/Joint Venture of the contract with th	h intentior liable to th oned unde f the othe ssign any o municipalit
Not multiten No Ent its or refer The pur res	reement, for what twithstanding such that and ing such the conference of the coolingations under the correct to herein. The Enterprises characteristics arising from the project of the project of the project.	atever reason, shall the decision to terminate due fulfilment of the due fulfilment of the due fulfilment of the consortium/Joint Veronsortium/joint oose as the domical on the consortium/join the consortium/j	I give the Denate, the Entere obligations It Venture shature and of the type to the type the type the country of the country	epartment is erprises sha of the Con nall, withou ne municipal eement in re	30 days writted. It remain joint sortium/Joint sortium/Joi	en notice of suctly and severally Venture as mention written consent or of its rights or as Contract with the asortium/Joint Venture of the contract with th	h intentior liable to th oned unde f the othe ssign any o municipalit
Not multiten No Ent its or refer The pur res	reement, for what twithstanding such that and ing such the conference of the coolingations under the correct to herein. The Enterprises characteristics arising from the project of the project of the project.	atever reason, shall the decision to terminate due fulfilment of the due fulfilment of the due fulfilment of the consortium/Joint Veronsortium/joint oose as the domical on the consortium/join the consortium/j	I give the Denate, the Entere obligations It Venture shature and of the twenture agree oint venture agree e:	epartment is erprises sha of the Con nall, withou ne municipal eement in re	30 days writted. It remain joint sortium/Joint sortium/Joi	en notice of suctly and severally Venture as mention written consent or of its rights or as Contract with the asortium/Joint Venture of the contract with th	h intentior liable to th oned unde f the othe ssign any o municipalit

_____ (code)

Telephone number:	 (code)
Fax number:	(code)

N O	NAME OF ENTITY	NAME OF REPRESENTATIVE	CAPACITY	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
1 0				

Note:

- * Delete which is not applicable
 NB. This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
 Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
 Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

ATTACH THE FOLLOWING DOCUMENTS HERETO

- 1. For Closed Corporations
 - CK1 or CK2 as applicable (Founding Statement)
 - Certified Copies of the ID's of the Directors
- 2. For Companies
 - A copy of the Certificate of Incorporation
 - Certified Copies of the ID's of the Directors, and
 - the Certified shareholders register
- 3. For Joint Venture Agreements
 - Copy of the Joint Venture Agreement between all the parties,
 - as well as the documents in (1) or (2) of each Joint Venture member.
- 4. For Partnership
 - Certified Copies of the ID's of the partners
- 5. One person Business / Sole trader
 - Certified Copy of ID
- 6. Original Tax Valid Clearance Certificate issued by the South African revenue Service
- 7. Duly Signed and dated original or certified copy of Authority of Signatory on company Letterhead
- 8. <u>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</u>(original or certified copy issued by an approved body / accredited verification agency as prescribed by the National Treasury and the Department of Trade and Industry)

MBD 7.1

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)

		TAKE TO BE TILLED IN BY THE BIDDER)		
I hereby undertake to supply all or any of the goods and/or works described in the atta bidding documents to (name of institution)				
2.		following documents shall be deemed to form and be read and construed as part of this ement:		
	(i)	Bidding documents, <i>viz</i> 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) (iii) General Conditions of Contract: and
- 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 fulfillment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6.	I confirm that I am duly authorised to sign this contract.				
	NAME (PRINT)				
	CAPACITY				
	SIGNATURE				

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART	2 (TO BE FILLED IN	BY THE PURCH	ASER)			
1.	accept your bid ur	nder reference n	umber	dateded in the annexure(s)	for the s	 upply of
2.	An official order indic	cating delivery ins	tructions is fortho	oming.		
3.				delivered in accord eceipt of an invoice a		
<i>TEM</i> 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.	l confirm that I am de	uly authorized to s	sign this contract.			I
SIGNE	D AT		.ON			
NAME	(PRINT)					
SIGNA	TURE					
OFFIC	IAL STAMP			WITNESSES 1		
				2	**********	

FORM B: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in	Yes	No D
	writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).		
	The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes	No
	The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No

4.3.1	If so, furnish particulars:					
4.4	Does the bidder or any of its directors owe any municipa	l rates and taxes or	Yes	No		
	municipal charges to the municipality / municipal entity,	or to any other				
	municipality / municipal entity, that is in arrears for more	than three months?				
4.4.1	If so, furnish particulars:					
4.5	Was any contract between the bidder and the municipali		Yes	No		
	any other organ of state terminated during the past five y failure to perform on or comply with the contract?	ears on account of				
4.7.1	If so, furnish particulars:					
	CERTIFICATION	N				
	OEIVIII 10, VIIV	311				
I, T⊢	IE UNDERSIGNED (FULL NAME)					
	CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND					
	RRECT.					
	CEPT THAT, IN ADDITION TO CANCELLATION OF A C INST ME SHOULD THIS DECLARATION PROVE TO BE		AY BE T	AKEN		
		•				
Sia	Signature Date					
O.g.	ideal	Date				
Pos	eition	Name of Bidder		• • •		
	Position Name of Bidder					

FORM C: DECLARATION OF INTEREST (MBD4)

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

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

	the bid.
3.1	Full Name of bidder or his or her representative:
3.2	Identity Number:
3.3	Position occupied in the Company (director, trustee, hareholder²):
3.4	Company Registration Number:
3.5	Tax Reference Number:
3.6	VAT Registration Number:
3.7	The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
3.8	Are you presently in the service of the state? YES / NO
	1 If yes, furnish particulars:
	CM 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 director's trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO					
3.13.1 If yes, furnish particulars:					
······································					
3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. YES / NO					
3.14.1 If yes, furnish particulars:					
4. Full details of directors / trustees / members / shareholders.					

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER
		:
	·	
	DECLARATION	
I, the undersigned (name):	4 fb = 4 fb = -4 = 4 = -4 = -4 = -4 = -4 = -4 = -4	certify that the
information furnished is correct. I accept General Conditions of Contract should t	this declaration prove to be t	nst me in terms of paragraph 23 of th false.
	·	
Signature		Date
Capacity		Name of Bidder

FORM D: AUTHORITY OF SIGNATORY
Details of person responsible for tender process:
Name :
Contact number :
Office address :
Signatories for close corporations and companies shall confirm their authority by attaching to this form a <u>duly signed and dated original or certified copy on the Company Letterhead</u> of the relevant resolution of their members or their board of directors, as the case may be.
PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:
"By resolution of the board of directors passed on (date)
Mr
has been duly authorized to sign all documents in connection with the Tender for Contract Number
behalf of
SIGNED ON BEHALF OF THE COMPANY
IN HIS CAPACITY AS
DATE
FULL NAMES OF SIGNATORY

PRO-FORMA FOR JOINT VENTURES:

AS WITNESSES: 1.

2.

Certificate of Authority for Joint Ventures

We, the	undersigned,	are	submitting	this	tender	offer	in	Joint	Venture	and	hereby	authorise
Mr/Ms			, 8	autho	rised si	gnator	у о	f the	company			,
acting in the capacity of lead partner, to sign all documents in connection with the tender offer an any												
contract resulting from it on our behalf.												

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature:
		Name:
		Designation:
		Signature:
		Name:
l Maha		Designation:
		Signature:
		Name:
		Designation:
		Signature:
		Name:
		Designation:

ATTACH HERETO THE DULY SIGNED AND DATED <u>ORIGINAL</u> OR <u>CERTIFIED</u> COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD FORM E: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)

ATTACH ORIGINAL VALID TAX CLEARANCE CERTIFICATE TO THIS PAGE

The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate

FORM F: FINANCIAL REFERENCES

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

- 1. The tenderer shall attach to this form an original letter from the bank not older than three (3) months confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
- 2. The tenderer's banking details as they appear below shall be completed.
- 3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

shall be similarly provided and attached to this form.					
BANK NAME:					
ACCOUNT NAME: (e.g. ABC Civil Construction cc)					
ACCOUNT TYPE: (e.g. Savings, Cheque etc)					
ACCOUNT NO:					
ADDRESS OF BANK:					
CONTACT PERSON:					
TEL. NO. OF BANK / CONTACT:					
How long has this account been in existence.	0-6 months (Tick which is appropriate) 7-12 months 13-24 months More than 24 months				
Name of Tenderer: Date:					
Signature:					
Full name of signatory:					

ATTACH HERETO A <u>CERTIFIED COPY</u> OR <u>ORIGINAL</u> LETTER FROM THE BANK TO THIS PAGE NOT OLDER THAN THREE (3) MONTHS (from date of tender closure)

the	undersigned	has been duly
	· · · · · · · · · · · · · · · · · · ·	, nac soon dary
uthe	orized to sign all documents with the Tender for Contract Number	on behalf of
	(referred to herein as "the Bidder")	eclaration as follows:
		41
	I declare that the bidder and /or any of its director(s) / member(s) does not cany other municipality and/or municipal entity any amount which is in arreary municipal rates and taxes or municipal service charges.	
	any other municipality and/or municipal entity any amount which is in arrears	s in respect of any e false, the bid shall be
•	any other municipality and/or municipal entity any amount which is in arreary municipal rates and taxes or municipal service charges. I understand and accept that in the event that this declaration is proved to be rejected forthwith. All other rights of the municipality (including but not limiter	s in respect of any e false, the bid shall be
	any other municipality and/or municipal entity any amount which is in arreary municipal rates and taxes or municipal service charges. I understand and accept that in the event that this declaration is proved to be rejected forthwith. All other rights of the municipality (including but not limited damages where applicable) shall remain reserved in full.	s in respect of any e false, the bid shall be
•	any other municipality and/or municipal entity any amount which is in arreary municipal rates and taxes or municipal service charges. I understand and accept that in the event that this declaration is proved to be rejected forthwith. All other rights of the municipality (including but not limited damages where applicable) shall remain reserved in full. SIGNED ON BEHALF OF THE COMPANY	s in respect of any e false, the bid shall be
•	any other municipality and/or municipal entity any amount which is in arreary municipal rates and taxes or municipal service charges. I understand and accept that in the event that this declaration is proved to be rejected forthwith. All other rights of the municipality (including but not limited damages where applicable) shall remain reserved in full. SIGNED ON BEHALF OF THE COMPANY IN HIS CAPACITY AS	s in respect of any e false, the bid shall be
•	any other municipality and/or municipal entity any amount which is in arreary municipal rates and taxes or municipal service charges. I understand and accept that in the event that this declaration is proved to be rejected forthwith. All other rights of the municipality (including but not limited damages where applicable) shall remain reserved in full. SIGNED ON BEHALF OF THE COMPANY IN HIS CAPACITY AS DATE	s in respect of any e false, the bid shall be
•	any other municipality and/or municipal entity any amount which is in arreary municipal rates and taxes or municipal service charges. I understand and accept that in the event that this declaration is proved to be rejected forthwith. All other rights of the municipality (including but not limited damages where applicable) shall remain reserved in full. SIGNED ON BEHALF OF THE COMPANY IN HIS CAPACITY AS DATE FULL NAMES OF SIGNATORY	s in respect of any e false, the bid shall be

ATTACH AN <u>ORIGINAL</u> OR <u>CERTIFIED</u> COPY OF A MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS from date of tender closure)

Important: Note the following

- Attach municipal utility account registered either in the name(s) of the Director(s) or the Company on the declaration form attached hereto.
- Attach Municipal Utility account of Company's registered office (if applicable) and in case of leased premises, attach lease agreement and Municipal Utility account of leased premises.

FORM H: PROOF OF INDEMNITY / LIABILITY

Affix proof of your entities professional indemnity insurance from an accredited financial institutions on this page

FORM I: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 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.
- 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.
- 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.
- 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

(Bid Number and Description)	
response to the invitation for the bid made by:	
(Name of Municipality / Municipal Enti	ty)
o hereby make the following statements that I certify to be true and comp	olete 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.
- 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

FORM J: PROOF OF MEMBERSHIP WITH PROFESSIONAL BODIES.

Affix Proof of membership of your Entity with Professional Bodies on this page

(Kindly take note that do not affix membership of individuals within the employ or ownership of your Entity)

FORM K: PREFERENCE SCHEDULE (MBD 6.1)

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

. 1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	·
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

90/10

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

80/20

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

$$Ps = 80\left(1 - rac{Pt - Pmin}{Pmin}
ight)$$
 or $Ps = 90\left(1 - rac{Pt - Pmin}{Pmin}
ight)$ Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$80/20$$
 or $90/10$ $Ps = 80 \left(1 + \frac{Pt - P max}{P max}\right)$ or $Ps = 90 \left(1 + \frac{Pt - P max}{P max}\right)$

Where

4.

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3.	Name of company/firm		
4.4.	Company registration number:		
4.5.	TYPE OF COMPANY/ FIRM		
	 □ Partnership/Joint Venture / Consortium □ One-person business/sole propriety □ Close corporation □ Public Company □ Personal Liability Company □ (Pty) Limited □ Non-Profit Company □ State Owned Company [TICK APPLICABLE BOX] 		

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the

company/ firm for the preference(s) shown and I acknowledge that:

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

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

FORM L: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

If yes, furnish your details in table below.

NB: It is compulsory for all bidders to sign this form

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

LIENI		PARTY	DISPUTE		AWARD VALUE	RESOLVED
	'					
					ļ	
	Signature			Date		
	Position			Name o	of Bidder	

FORM M: DECLARATION OF PROCUREMENT ABOVE R 10 MILLION (MBD5) For all procurement expected to exceed R10 million (all applicable taxes included), bidder must complete the
following questionnaire:
1. Are you by law required to prepare annual financial statements for auditing?
1.1. If yes, submit audited financial statements for the past three years or since the date of establishment i established during the past three years. YES / NO
 Do you have any outstanding undisputed commitments for municipal services towards any municipal for more than three months or any other service provider in respect of which payments is overdue for more
than 30 days? YES / NO
2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for then 30 days?
2.2 If yes, please provide particulars
3. Has ay contract been awarded to you by an organ of state during the past five years, including

, If yes, furnish particulars	
Will any portion of goods or services be sourced payment from the municipality / /municipal entity YES / NO	I from outside the Republic, and, if so, what portion is expected to be transferred out of the Republic?
4.1 If yes, furnish particulars	
ČER	TIFICATION
I, THE UNDERSIGNED (NAME)	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
CERTIFY THAT THE INFORMATION FURNISH	HED ON THIS DECLARATION FORM IS CORREC
I ACCEPT THAT THE STE MAY ACT AGAINS FALSE	T ME SHOULD THIS DECLARATION PROVE TO
FALSE	
Signature	Date
Position	Name of Bidder

RETURNABLES FOR EVALUATION PURPOSES

Ų.			Į
	FORM N:	PROPOSED KEY PERSONNEL	
1	네이 그런 게 말을수 하을을 당았다. 집 점인하는	첫걸 마케이탈 근 마루다양하다 유민들 바라지면 주었다면서 나는 양자를 다고 그렇게 된	

The Tenderer shall list below the key personnel whom he proposes to employ on the project should his Tender be accepted,

No	Name	Qualification	Designation

Provide two paged CV of Each key Personnel to be used in this project. Each CV should give at least the following:

- o Position in the firm and within the organisation of this assignment
- HDI status (describing population group, gender and disabilities)

- o Proof of Educational qualifications
- o Proof of Professional Registrations
- o Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- o Language proficiency and
- References (company name, individual name, position held, contact details)

(Affix the CV's and Attachments in a form of a booklet to the following Page.)

ATTACH CV'S OF KEY PERSONNEL TO THIS PAGE

FORM O: SCHEDULE OF PREVIOUS EXPERIENCE

The procedure for the evaluation of responsive Bids will be on the average of the previous projects where the firm was involved for GREATER LETABA MUNICIPALITY (NDM) projects or other clients. Reference of clients other than NDM MUST be provided.

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- At least three of the references will be contacted to obtain their input.

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. This information is material to the award of the Contract.

Period work executed Reference	Tel no				
	Organisation				
	Name				
	Completion Date				
	Appointment Date				
Value (R)	VAT excluded			·	
	Describnon				

Description	Value (R)	Period work executed	k executed		Reference	
	VAT excluded	Appointment Date	Completion Date	Name	Organisation	Tel no

SCHEDULE OF CURRENT PROJECTS FORMP

Provide the following information on current projects

This information is material to the award of the Contract.

	Value (R)		Expected		Reference	
Description	VAT excluded	Appointment Date	Completion Date	Name	Organisation	Tel no
			·			

FORM Q: SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available for this project:

1. Physical facilities and Buildings. (Fully Equipped control room)

Description	Address	Owned / leased

2. Equipment

Provide information on equipment and resources that you have available for this project.

	Description:	Serial number/ telephone number/ website address	Number of units
Computers			
Laptops	·		
Printers			
Software			
Website			
Landline			
E Mail		_	
Cell phones			
2 Way Radio			
Other			

3. <u>Vehicles</u>

Provide information on vehicles that you have available for this project.

Description:	Number of units	Registration Number

4.	Size of enterprise and current workload
What v	vas your turnover in the previous financial year?
What i	s the estimated turnover for your current financial year?

FORM R:	SCHEDULE OF PR	ROPOSED SUB-	CONSULTA
Are / Do you have sub-consulta	ants?	YES	NO

If yes, complete the below

NAME OF SUB-CONSULTANT	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONSULTANT

FORM S: RECORD OF ADDENDA TO TENDER DOCUMENTS

Was there an addendum issued?	
Tab (note an elemental)	VE

YES NO

If yes, fill or attached the communication that you received.

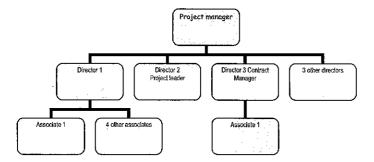
We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:				
Date	Title of Details			

^{*}An addendum is any communication issued by Greater Letaba Municipality after the briefing session*

FORM T: TENDERER'S PROJECT STRUCTURE

Notes to tenderer:

- 1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
- 2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
- 3. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
- 4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
- Registered professional engineers, technicians or technologists means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.



Head Office:	
Other Offices:	
Registered Professionals:	
Total Employees :	
%share in JV agreement	

SIGNED ON BEHALF OF THE TENDERER:.....

FORM U: SCHEDULE OF APPROACH AND METHODOLOGY

NB: ATTACH A DETAILED PROPOSAL IN RESPECT OF APPROACH AND METHODOLOGY

Proposals should be well organized, straight forward, clear and concise. Proposals must respond specifically to the criteria specified in this tender document. Colour: black Font: Aerial: Size 12: Spacing one and half: pages not more than 10 on one side. (Excluding appendices)

Understanding the terms of reference / brief

- 1. Explain your understanding of the terms of reference or brief. What is required in term of the project stated above?
- 2. Explain your understanding of the Project
- 3. Considering questions 1 and 2 above, please provide in summary, details of your proposed approach and work plan to the successful completion of the above project.
- Briefly state if you have any innovative designs for this particular project mentioned above, that you feel will
 be unique but also economically superior to the normal workable designs at presently undertaken as the
 norm.

FORM C.1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works **APPOINTMENT FOR THE PANEL OF TOWN PLANNING CONSULTANTS FOR A PERIOD OF THREE YEARS.**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

	OF THE PRICES INCLUSIVE OF VAL	
	Rand (in words); R	(In figures).
Acceptance and return stated in the Tender Da	ing one copy of this document to the	ne Acceptance part of this Form of Offer and enderer before the end of the period of validity the party named as the Contractor/Consultant in
Signature(s)		
Name(s)		
Capacity 		
For the tenderer	(Name and address of	organisation)
Name & Signature Of Witness		
	Name	Date

SUMMARY OF TOTAL OFFERED FEES

		Total offered
Project No	Project Description	fees(Incl. VAT)
		(R)
1	Township Establishment	
2	Rezoning	
3	Subdivision	
4	Feasibility Study on Township Establishment	
5	Development of By-Laws/Policies	
6	Development of Strategic Studies	
7	Land Surveying	
8	Consolidation	
9	Establishment of cemetery	
10.	Development of Integrated Transport Plan	
	TOTAL (Including VAT)	

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site information
- Part 5 Additional Documentation

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s)		
Name(s)		
Capacity		
For the Employer	(Name and address of org	
Name & Signature Of Witness	(ivanie and address of org	anisauon)
•	Name	 Date

SCHEDULE OF DEVIATIONS

Notes:

- 1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
- 2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here.
- Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1	Subject			
	Details			
2	Subject			
	Details			
3	Subject			
	Details	,		
4	Subject			
	Details			
5	Subject	. "		٠
	Details			
6	Subject			

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By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement

FOR THE TENDERER:	
Signatures (s)	
Name(s)	
Capacity	
	(Name and address of Organisation)
Name & Signature	
Of Witness	Date
FOR THE EMPLOYER	
Signatures (s)	
Name(s)	
Capacity	
	(Name and address of Organisation)
Name & Signature	
Of Witness	Date

CONTRACT DATA

The contract data of this contract are:

C1.2.1 Conditions of Contract, which comprise the

C1.2.1.1 Standard Professional Services Contract

C2 Part

Pricing Data

C1.2.2 Part 1: Data provided by the Employer,

C1.2.1 General Conditions of Contract

The Standard Professional Services Contract (July, 2009) published by the Construction Industry Development Board and the Greater Letaba Municipality's Supply Chain Management Policy are applicable to this contract. However in case of any ambiguity, the Greater Letaba Municipality's Supply Chain Management Policy takes precedence. (This serves as a guiding documents)

Copies of these conditions of contract may be obtained from the Construction Industry Development Board's website www.cidb.co.za,

C1.2.2 Part 1: Data provided by the Employer

Clause	Data
3.4	The Employer is the Greater Letaba Municipality
	The Employer's address for receipt of communications is:
	Telephone: 015 309 9246 Facsimile: 015 309 9419
	Address: 44 Botha Street Modjadjiskloof
	The Employer's agent responsible for respective projects will be indicated in the appointment letter
	furnished by the Employer.
3.4.1	1. Written acceptance of the appointment letter is required not later than Seven (7) days from the
	date of the letter.
į	
	2. All written correspondence, including monthly reports that must be submitted by the 25th of every month (except payment certificates), must be submitted to the Director: Development and Town Planning, Civic Centre, Greater Letaba Municipality's Offices, 44 Botha Street, Modjadjiskloof, for the attention of the Employer's agent indicated in the appointment letter.
3.6	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.
3.9.2	The Service Provider shall submit proposals to change the Contract Price or the Period for
	Completion (or both) to the Employer within 7 days of becoming aware of any event including those
	described in 3.9.1 occurring, failing which, the Service Provider shall not be entitled to a change in
	the Contract Price or Period of Performance.
3.12.1	The penalties will be indicated in the performance agreement that forms part of the appointment letter.
3.12.2	The notice of termination shall be seven (7) calendar days.
3.15.1	The Service Provider is required to submit a detailed schedule for the execution of the project within one (1) week of acceptance of appointment. This detailed schedule must indicate the time-frames within which the different stages and activities, to be executed in connection with the project, will be completed. The approval of the Employer's agent must be obtained for this program. It is required that the software programme "MS Project" and format be used for the scheduling and managing of the project.
3.16.1	The time-based fees shall not be adjusted for inflation.
4.2	The Service Provider on any matter, having properly referred in writing a request for a decision to the
	Employer's agent stipulated in the appointment letter, shall within 7 days escalate the matter to the
	Head of Department.
	The Service Provider on any matter, having properly referred in writing a request for a decision to the
	Head of Department letter, shall within 7 days escalate the matter to the Accounting Officer.
4.3.2	The Employer's delegation of authority is stipulated in local government legislation, in the approved
	Council's resolution of Delegated Powers, the Supply Chain Management Policies, the Accounting
	Officer's issued Briefs and in the appointment letter.

4.6	The Service Provider shall receive instructions in writing only from the Employer or his designated
	representative.
4.7	5% of professional fees will be retained and will only be released upon receipt and approval of the completion report.
5.1	The duties to be performed by Service Provider (i.e. the Town Planning Consulting) is to evaluate received tender documents for capital projects using the following process:
	 Determination of whether or not the tender offer is complete. Determination of whether or not the tender offer is responsive. Determination of the reasonableness of the tender offer. Awarding of points for the financial offer. Confirmation of the eligibility of preferential points claimed by the tenderer. Ranking of the tenderer according to the total points (Quality + Financial + Preferential) accumulated. Performance of risk analysis per tenderer. Submit final report with supporting information
	In addition to the services described in your tender, the following will be regarded as normal services:
	Liaison with the Employer
	Confirmation of the process to be followed during evaluation
	Progress reports on weekly basis.
5.4	The Service Provider is required to provide the following insurances:
	1. Insurance against Professional indemnity
	Cover is: R 1 million per claim and the number of claims unlimited (Town Planning) . Period of cover: Duration of project
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any
	of the following actions:
	Change any one of the approved personnel upon which the contract was awarded. The invariant formula to the Contract was awarded.
	2. The issuing of cessions by the Consulting Engineer, contractor or any service provider is expressly
	prohibited except if and when prior written approval of the Greater Letaba Municipality under the
	signature of the Municipal Manager for the issue of a cession has been requested and obtained.
	3. Written approval must be obtained from the Employer's agent before the commencement of each
	stage of the normal and additional services. Each stage must be completed in full before the
	following stage is commenced with. Written approval to deviate from this stipulation must be obtained
5.7	from the Employer's agent. On becoming ewere of any matter which will materially change or has changed the Services, the
J. I	On becoming aware of any matter which will materially change or has changed the Services, the Service Provider shall within 7 Days thereof give notice to the Employer.
7.1	
1.1	The Service Provider is required to provide, together with the acceptance letter, the name of a suitably experienced and qualified person, professionally registered with the South African Council of
	Planners to accept professional responsibility for the project. This person will also be required to sign
	all documentation, reports and payment certificates for that particular project.
8.1	The Service Provider has to commence immediately upon acceptance of the appointment.
8.2.3	The Service Provider shall within 7 Days of becoming aware that a delay may occur or has occurred,
0.2.3	The Service Frovider Shall within 7 Days of Decoming aware that a delay may occur or has occurred,

8.4.1 The end Condition according ac	ich he considers himself entitled and shall within 7 days after the delay ceases deliver to the over full and detailed particulars of the request. The Service Provider loses the right to claim by dhering to these time frames. Employer may terminate the Contract, over and above what is stipulated in the General litions of Contract, if the Service Provider (i.e. the Town Planning Consulting) does not perform cordance with the performance agreement that forms part of the appointment Employer shall give the Service Provider not less than seven (7) Days written notice of any
8.4.1 The end Condition according in according according and according and according according and according accordi	contract, over and above what is stipulated in the General litions of Contract, if the Service Provider (i.e. the Town Planning Consulting) does not perform cordance with the performance agreement that forms part of the appointment Employer shall give the Service Provider not less than seven (7) Days written notice of any
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8.4.2 The E termin 8.5 The E termin 9 The E any of discovers connective design format CONS CONS prepared 12 Settler Letabate 14.2 Service Employ 15 The interpretation of the action of the actio	Employer shall give the Service Provider not less than seven (7) Days written notice of any
8.5 The E termin 9 The E any of discovers connerment of the service of the servi	, , ,
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any of discovers conner useful particul design format CONS CONS prepared Letaba 14.2 Service Employ The in The action of the service of the s	Employer reserves the right not to appoint Service Provider for 12 months from the date of nation whose contract was terminated due to non-performance.
Letaba 14.2 Servic Emplo 15 The in The ac 1.The	Employer retains all and/or any rights to any patents or copyright or intellectual rights to all and documents in whatever format, inventions, designs, discoveries, improvements as made, vered or conceived by the CONSULTANT in respect of this contract, whether wholly or partly, in action with, or incidental, to this contract and which may relate to, or be in connection with, or be if to the business carried out by the COUNCIL. Such patents or copyrights are not limited to any such area or country and the COUNCIL reserves the right to alter, modify, adapt or change any risk, processes or methods or any such patents or copyrights. All such documents in whatever at, inventions, designs, discoveries, improvements as made, discovered or conceived by the SULTANT shall be handed over to the COUNCIL on completion of the project. The SULTANT may not include any company logo or other company details on or in any documents ared for and on behalf of the COUNCIL.
14.2 Service Employ 15 The integral The action 1. The	ment of disputes is to be in terms of Clause 73 of the Supply Chain Management Policy of the Greater
15 The in 1.The	a Municipality. See Document C1.3
The a	ce providers will be paid within 30 calendar days from the date of receipt of correct invoice (as per the byer's fee format and signed by the responsible person) by the Employer,
1.The	nterest rate will be prime interest rate of the employer's bank at the time that the amount is due
	additional conditions of contract are:
agree.	Service provider (i.e. the Consulting Engineer)'s appointment is subject to a performance
	ement (that includes monitoring progress against the milestones contained in the approved
progra	amme and application of the conditions of contract)
2. Fai appoi	· · · · · · · · · · · · · · · · · · ·

PART 1: DATA PROVIDED BY THE SERVICE PROVIDER

1.	The Service Provider is
	Address:
	Telephone:
	Facsimile:
2	The authorised and designated representative of the Service Provider is:
	Name:
	The address for receipt of communications is:
	Telephone:
	Facsimile:
	Address:
L	<u> </u>

C.2.1 PRICING INSTRUCTIONS

- 1. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
- 2. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
- 3. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
- 4. All rates and amounts must be completed by hand in black lnk.
- The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.
- 6. Although the tenderer is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the engineer is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.
- 7. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.
- 8. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of wok covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
- 9. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
 - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
 - Quantity (Qty): The number of units of work/service provision for each item.
 - Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.
 - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
 - Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.
- 10. The Consultant is to allocate a budget to each activity in the activity schedule.

- 11. The Standard Professional Services, the Contract Data, thee Specifications (including the Project Specifications) shall be read in conjunction with the Schedule of Activities.
- 12. The Schedule of Activities comprises items covering the Consultant's profit and costs of general liabilities and includes costs of all services.

The amounts and rates to be inserted in the Schedule of Activities shall be the full inclusive amounts to the Client for the work described under the several *referred* to payment items. Such amounts shall cover all the costs and expenses that may be required in and for the professional services described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities, insurance and obligations set forth or implied in the documents on which the Bid is based.

13. The Total offered Fees (Incl VAT) for each project must be forwarded to the Summary table under form of offer. The total fees in the summary table must be added and the total must reflect in the form of offer.

GREATER LETABA MUNICIPALITY



APPOINTMENT OF A PANEL OF QUALIFIED TOWN PLANNING PROFESSIONALS TO PROVIDE PROFESSIONAL SERVICES FOR THE GREATER LETABA MUNICIPALITY FOR A PERIOD OF 3 YEARS

10 C2.2 BILL OF QUANTITIES.

PROJE CT NO	PROJECT DESCRIPTION	ESTIMATE QUANTITY OF WORK	TOTAL OFFERED FEES(INCL. VAT)
	Estimate work		(R)
\$ 100 miles	TOWNSHIP ESTABLISHMENT	500 ERVEN x 500 m² (this figures are for evaluation purpose orlly)	
-	Environmental Assessment	500 erven	
	1.1. 1.Undertaking scoping process	500 erven	
	1.1.2. Undertaking full EIA	500 erven	
1.2	Geotechnical investigation	500 erven	

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500 erven x 500 m²	500 erven x 500 m²	500 erven x 500 m²	500 erven x 500 m ²	500 erven x 500 m²	500 erven x 500 m²	500 erven x 500 m²	500 erven x 500 m²	TOTAL (VAT EXCL)	1 ERVEN X 1000 m² (This figures are for evaluation purpose only)	1 Erf x 1000 m²	1 Erf x 1000 m ²	1 Erf x 1000 m ²	1 Erf x 1000 m ²	1 Erf x 1000 m ²	1 Erf x 1000 m ²	$1 \text{ Erf} \times 1000 \text{ m}^2$	1 Erf x 1000 m ²	1 Erf x 1000 m²
service Engineering report (roads, storm water, electrical and sewage)	Conveyancing: legal input	Heritage Impact Assessment	Traffic impact assessment	Land Surveying; preparation of small Scale Diagram & cadastral data	Professional fee	Disbursement	Contingency 10%		REZONING	Environmental Assessment	2.1. 1.Undertaking scoping process	2.1.2. Undertaking full EIA	Geotechnical investigation	service Engineering report (roads, storm water, electrical and sewage)	Traffic impact assessment	Heritage Impact Assessment	Conveyancing: legal input	Professional fee
5.	1.4	1.5	1.6	1.7	1.8.	1.9	1.10		2	2.1	÷		2.2	2.3	2.4	2.5	2.6	2.7

2.8	Disbursement	1 Eff x 1000 m ²	
2.9	Contingency 10%	1 Erf x 1000 m ²	5 5
		TOTAL (VAT EXCL)	
6	SUBDIVISION		NA
4	FEASIBILITY STUDY ON TOWNSHIP ESTABLISHMENT	500 ERVEN x 500 m² (This figures are for evaluation purpose only)	
1.4	Environmental Assessment	500 erven x 500 m²	
	1.1. 1.Underfaking scoping process	500 erven x 500 m²	
4.2	1.1.2. Undertaking full EIA	500 erven x 500 m²	
4.3	Geotechnical investigation	500 erven x 500 m²	
4.4	service Engineering report (roads, storm water, electrical and sewage)	500 erven x 500 m²	
4.5	Conveyancing: legal input	500 erven x 500 m ²	
4.6	Heritage Impact Assessment	500 erven \times 500 m ²	
4.7	Traffic impact assessment	500 erven x 500 m ²	

4 80	Land Surveying; preparation of small Scale Diagram & cadastral data
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4 .9	Professional fees
4.10	Disbursement
4.11	Contingency 10%
	TOTAL (VAT EXCL)
S	DEVELOPMENT (REVIEW) OF BY- LAWS/POLICIES
5.1	Professional fee
5.2	Disbursement
5.3	Contingency 10%
	TOTAL (VAT EXCL)
9	REVIEW OF LAND AUDIT This figures are for evaluation purpose only R0.00
6.1	Professional fee
6.2	Disbursement
6.3	Contingency 10%
	TOTAL (VAT EXCL.)
7	REVIEW OF SPATIAL This figures are for evaluation purpose only DEVELOPMENT FRAMEWORK
7.1	Professional fee
7.2	Disbursement
7.3	Contingency 10%

	R0.00					R0.00					NA	R0.00	
TOTAL (VAT EXCL)	This figures are for evaluation purpose only				TOTAL (VAT EXCL)	This figures are for evaluation purpose only				TOTAL (VAT EXCL)		100 CEMETERIES (This figures are for evaluation purpose only)	100 cemeteries
	DEVELOPMENT OF PRECINCT PLAN	Professional fee	Disbursement	Contingency 10%		REVIEW AND UPDATE OF LAND USE SCHEME	Professional fee	Disbursement	Contingency 10%		CONSOLIDATION	ESTABLISHMENT OF CEMETERY	Environmental Assessment
	8	8.1	8.2	8.3		o	9.1	9.2	9.3		0,	•	11.1

	11 1 Undertaking scoping process	100 cemeteries	
	11.1.2. Undertaking full EIA	100 cemeteries	
11.2	Geotechnical investigation	100 cemeteries	
11.3	Heritage Impact Assessment	100 cemeteries	
11.4	Conveyancing	100 cemeteries	
11.5	Professional fee	100 cemeteries	
11.6	Disbursement	100 cemeteries	
11.7	Contingency 10%	100 cemeteries	
		TOTAL (VAT EXCL)	
12	CONSENTUSE	1 x 500 m² (This figures are for evaluation purpose only)	
12.1	Professional fee		
12.2	Disbursement		
12.3	Contingency 10%		
		TOTAL (VAT EXCL)	
13	UPGRADING OF INFORMAL SETTLEMENT: 500 HOUSEHOLDS	500 ERVEN x 500 m²(This figures are for evaluation purpose only)	
13.1	Environmental Assessment	500 erven x 500 m²	
	1.1. 1.Undertaking scoping process	500 erven x 500 m²	
	1.1.2. Undertaking full EIA	500 erven x 500 m²	
13.2	Geotechnical investigation	500 erven x 500 m²	
13.3	service Engineering report (roads, storm water, electrical and sewage)	500 erven x 500 m²	

13.4	Conveyancing: legal input	$500 \text{ erven x } 500 \text{ m}^2$
13.5	Heritage Impact Assessment	500 erven x 500 m²
13.6	Traffic impact assessment	500 erven x 500 m²
13.7	Land Surveying; preparation of small Scale Diagram & cadastral data	500 erven x 500 m²
13.8	Professional fee	500 erven x 500 m²
13.9	Disbursement	500 erven x 500 m²
13.10	Contingency 10%	500 erven x 500 m²
		TOTAL (VAT EXCL)
7	PERMANENT CLOSURE OF ANY PUBLIC SPACE	10 HA IN EXTENT (This figures are for evaluation purpose only)
14.1	Professional fee	
14.2	Disbursement	
14.3	Contingency 10%	
22	DEVELOPMENT/REVIEW OF INTEGRATED DEVELOPMENT PLAN	MUNICIPAL WIDE R0:00
	Professional tee	
	Disbursement	
	Contingency 10%	
		TOTAL (VAT EXCL)

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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: 079 517 9411 Fax number: 015 309 9419

Contact Person: Mr RABABALELA ME

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

6.1Bids should be submitted in a sealed envelope endorsed, "Project Name" and the number of bid biding 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.

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.

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or 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 33.1 Industrial Participation (NIP) Programme

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.

Js General Conditions of Contract (revised July 2010)