



# **GREATER LETABA MUNICIPALITY**

## **GLM025/2023**

**APPOINTMENT OF A PANEL OF 3 LAND SURVEYING  
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 LAND SURVEYING CONSULTANTS FOR IMPLEMENTATION OF VARIOUS PROJECTS FOR A PERIOD OF 3 YEARS**

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## GREATER LETABA MUNICIPALITY



### APPOINTMENT OF A PANEL OF LAND SURVEYING CONSULTANTS FOR IMPLEMENTATION OF VARIOUS PROJECTS

#### T1.1 TENDER NOTICE AND INVITATION TO TENDER

YING

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 Land Surveying Consultants; 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:**

1. Specific goals in terms of the Preferential procurement regulations 2022 will apply on this bid.
2. 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

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**Mr. Lekhota M.P**  
**Acting Municipal Manager**

## 1. PROJECT INFORMATION

### 1.1. Background of the Assignment

The requirement is appointment of a panel of Land Surveyors to provide professional services necessary for supporting the Greater Letaba Municipality when required. The outputs of the services will assist in:

- The preparation of future interventions of the Greater Letaba Municipality by conceptualising and packaging interventions for implementation;
- Developing analytical or strategic inputs and direction for area-based regeneration in strategic and marginalised areas of the Municipality.
- Build the evidence base to support decisions that will improve the planning or economic logic, delivery and sustainable impact in development or interventions performed by Greater Letaba Municipality.

### 1.2. General Scope of Services

A more detailed indicative scope of works is provided per professional services below, but in general the services, when required, will involve the following:

- To provide high level technical assessments of cadastral information for projects of the Greater Letaba Municipality
- The Management and preparation of the statutory documentation for approval of diagrams and plans for statutory land development processes which include but are not limited to: Consolidation and subdivision of land parcels

### 1.3. Management of this Assignment

Once appointed, each professional will act as the service provider when a need arises for the particular service they have been appointed for. This implies that even when appointed as a professional service provider, it does not guarantee that the said service provider will be awarded any contract by the Greater Letaba Municipality . **Work will be allocated on an as and when required basis.**

Service providers will be categorised by profession into different services as more fully set out below and the service providers must supply sufficient information in the respective service categories or category applied for. Service providers that wish to be appointed as professional service providers must:

- i. Demonstrate the professional registration of principal(s)/employed staff to be appointed. ii. Demonstrate the professional qualifications of principal(s)/employed staff to be appointed.
- iii. Demonstrate the professional experience of principal(s)/employed staff to be appointed.
- iv. Respond to this request for proposal and ensure that all forms are completed in full, together with all annexures and signed by authorised representatives.

- v. Ensure that all details, as required in this request for proposal and forms are complete, that the furnished information is correct and that the required returnable documents are attached to the proposal. Incomplete applications will not be considered for appointment as service providers.
- vi. Nominate a single point of contact that will be responsible for all deliverables stemming from Instruction to Perform Work (IPW) for entire duration of contract.

- vii. **Ensure that a separate submission is made for each service category. Note that tender documentation must be purchased separately for each service category.**

Submissions from service providers will be vetted through a compliance process to determine that all the required information is provided and correct and thereafter evaluated for capacity and capability to render services applied for as and when required.

To note:

- i. Applicants herein consent to any investigation the Greater Letaba Municipality deems necessary in validating any particulars presented in this request for proposal.
- ii. The service provider will be removed as professional service providers if the required professional registration is not maintained, or for any other reason that causes the service provider to become ineligible after having been appointed.
- iii. The appointment of each professional service provider will be valid for a period of 36 months.

When a need arises for the particular service a "Request for Quotation" or "RFQ" will be issued to a specific service provider for a specific service or deliverable. Each IPW:

- Will be agreed finalised and signed by both the Greater Letaba Municipality and the service provider
- Sets out the deliverables, timeframes and maximum level of effort (budget) for the service provider and deliverable.
- Authorises the service provider to commence with the provision of the requested service.
- Payment will only be made for services rendered according to the IPW

### **3. APPOINTMENT**

The Greater Letaba Municipality is requesting proposals from the following professional services. The minimum professional requirements and example of types and scope of work which will be required by the professionals requested are outlined below. This is followed by **item which ALL applicants are required to take careful note of.**

#### **3.1. Land Surveyor**

- To provide high level technical assessments of cadastral information
- Detailed cadastral and legal assessments of new land development projects
- Preparing site, detailed, cadastral and engineering surveys
- Management and preparation of the statutory documentation for approval of diagrams and plans for statutory land development processes which include but are not limited to: Consolidation and subdivision of land parcels Any other related work which may be required.
- Amendment of general plans
- Registration of servitudes
- Beacons relocation
- To prepare and submit the required legal documentation to advance any land development applications.

**ALL PROFESSIONALS MUST BE REGISTERED WITH THE RELEVANT PROFESSIONAL BODIES AND ASSOCIATIONS;**

#### **4. Notes**

1. Multi-year appointments will be dependent on performance and budget availability.
2. Packaged proposals to render more than one service will NOT be accepted.
3. Applicants are however free to submit separate proposals for more than one discipline but will only be appointed for one. Such an enterprise must submit a separate submission and submit a separate price for each service.
4. If applicants choose to tender for more than one discipline, they are required to submit a document for each discipline.
5. Applicants are to ensure that they have adequate resources to undertake the work under stringent timeframes.
6. The Greater Letaba Municipality reserves the right to ask tenderers to replace any member/s of the proposed members of the service provider if they do not meet the Greater Letaba Municipality requirements.
7. Successful tenderers will be required to sign the Greater Letaba Municipality Standard Form Agreement and appendices.
8. Tenderers must note that they will be required, at short notice, as and when necessary to attend (a) presentations at the Greater Letaba Municipality and other local stakeholders; (b) consultations with relevant persons and authorities including site visits
9. Tenderers must also note that revisions to any deliverable may be required following feedback received from relevant stakeholders and / or approving authorities which may necessitate some rework, additional presentations, and meetings.
10. The appointment of a profession service provider will be to render the services for a period of 36 months as and when the services are required and will be dependent on satisfactory performance and budget availability.
11. Tenderers will be required to take cognisance of the role of the other professionals as described in this proposal call and work coherently with them where required.
12. All milestone products in addition to the final document and all associated map work, models and statistical work will become the property of the Greater Letaba Municipality.
13. Regarding any conflict of interest, the Greater Letaba Municipality abides by National Treasury SCM regulations<sup>1</sup>:
  - 14.4.1.1. Consultants are required to provide professional, objective and impartial advice and at all times hold the client's interests paramount, without any consideration for future work and strictly avoid conflicts with other assignments or their own corporate interests. Consultants should not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the State. Without limitation on the generality of this rule, consultants should not be hired under the following circumstances:
  - 14.4.1.2. A firm, which has been engaged by the accounting officer/authority to provide goods or works for a project and any of its affiliates, should be disqualified from providing consulting services for the same project. Similarly, a firm hired to provide consulting services for the preparation or implementation of a project and any of its affiliates, should be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services as described below) for the same project, unless the various firms (consultants, contractors, or suppliers) are performing the contractor's obligations under a turnkey or design-and-build contract;

<sup>1</sup> <http://www.treasury.gov.za/divisions/ocpo/sc/Guidelines/SCM%20Jan900-Guidelines.pdf>

**14.4.1.3. Consultants or any of their affiliates should not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare an engineering design for an infrastructure project should not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a client in the privatization of public assets should not purchase, nor advise purchasers of such assets.**

**15. The Greater Letaba Municipality reserves the right not to make an appointment for one or any of the categories of services.**

## **5. PROPOSAL CONTENT**

The bidder's submission must provide the Greater Letaba Municipality with sufficient information to enable the Employer to make a sound and fair evaluation of the proposal. It must clearly indicate the experience, capability and capacity of the bidding entity to undertake the project/s.

The following minimum documentation and information must be provided.

- 5.1. A latest copy of the bidding entity's municipal rates account for the name of the bidding entity or alternatively in the names of the directors / partners of the bidding entity.
- 5.2. A statement from an independent auditor / accountant regarding the tenderer's financial standing to undertake this project AND audited financial statements for the past three years.
- 5.3. Details of Director's/Partner's/Members and Shareholders.
- 5.4. Certificates of membership of professional bodies.
- 5.5. A schedule of completed contracts of a similar nature. Details to be provided in the schedule must include:
  - Description of the project
  - Name of Employer/Client and representative with contact details
  - Cost of the works
  - Fee for services
  - Date of completion
- 5.6. A schedule of current contracts of a similar nature with details as enumerated in 5.5 above.
- 5.7. A schedule of contracts awarded by an organ of state during the past five (5) years with details as enumerated in 5.5 above.
- 5.8. A detailed project organogram identifying the entity's management structure and all staff resources to be employed on the project/s and the percentage time allocation of the staff to the project/s. The curricula vitae of the proposed personnel are to accompany the organogram and are to include certificates of professional qualifications.
- 5.9. Company registration documents.

### **Notes in respect of Consortiums and Joint Ventures**

- Each party to a Consortium and Joint Venture is to submit the requisite document and/or information requested in items 5 above
- An Agreement or Heads of Terms recording the arrangement between the parties to the Consortium/Joint Venture is to be submitted with the proposal.



- The lead consultant must be identified in the proposal.

**FAILURE TO COMPLY WITH THE REQUIREMENTS LISTED IN ITEMS ABOVE WILL RESULT IN TENDERERS BEING NEGATIVELY SCORED FOR RESPONSIVENESS OR DISQUALIFIED FOR NON-COMPLIANCE.**

## **6. ASSESSMENT CRITERIA**

- **Compliance**
- **Technical**

### **6.1. Compliance**

Bidders will be disqualified for the following cases:

- If any of its directors are listed on the register of defaulters;
- In the case of a bidder who during the last five years has been terminated on previous contracts with the Greater Letaba Municipality and CSD prohibited
- Who's tender document has been completed in pencil;
- Who's tender document has been faxed;
- Who's tender document has been received after the closing time;
- Who's tender document has not been deposited in the tender box at the time of closing;
- Who is in the employment of the state.

**Submissions, per professional service, will be evaluated on the following criteria:**

### **6.2. Technical**

The technical assessment is based on the criteria set-out below namely

- (i) Key returnable documents,
- (ii) Capability of the proposed key team members (ie. experience, qualifications, and memberships to professional association and
- (iii) the experience of the company, and references

Note that duplication of resources/personnel on the designations indicated in the criteria will result in zero points being awarded for one criterion.

Tenderers will have to submit compliant documents and score a minimum number of points in the technical evaluation in order to be considered further in the evaluation process.

Points will only be allocated for key returnable documents submitted

The responsiveness criteria will be assessed on as per the table below for all the disciplines;

**TOTAL POINTS = 254, WITH A MINIMUM OF 178 POINTS WHICH TRANSLATES TO 70%.****LAND SURVEYORS**

<b>Key Returnable Documents</b>	<b>Total Points</b>	<b>Criteria</b>	<b>Description of Criteria</b>	<b>Points</b>
<b>A</b>	<b>14</b>	Company Registration Documents	Points will be allocated for all documents correctly completed and signed.	N/A
		A statement from an independent auditor / accountant regarding the tenderer's financial standing to undertake this project or Audited financial statement for the past three years.		N/A
		Certified copies of directors / partners identity documents		N/A
		Forms A to G completed in full and signed	(*Two points per form )	<b>14</b>
<b>B Capability of proposed key personnel</b>	<b>Total Points</b>	<b>Criteria</b>	<b>Description of Criteria</b>	<b>Points</b>
<b>B1 Experience</b>  Detailed CVs indicating track record of the team members  Detailed CVs indicating track record of the proposed key team members are required	<b>120</b>	<b>Lead Land Surveyor</b>  A minimum of 10 Years' experience in the relevant field	Points will only be allocated for demonstration as an a project lead and the Senior professional <ul style="list-style-type: none"> <li>CV's provided must be as per the resources recorded on the organogram</li> <li>CV's must clearly show project experience</li> <li>CV's must clearly show the role executed by the resource on said projects</li> </ul>	<b>30</b>
		<b>Lead Land Surveyor</b>  A minimum qualification of Bachelor's degree in Geomatics/Land Surveying and relevant experience in disciplines are required	Certified proof of qualification must be provided to obtain the points	<b>20</b>

<p><b>B2</b></p> <p><b>Qualifications and Professional Registration</b></p>	<p>A compulsory professional registration with South African Geomatics Council (SAGC)</p>	<p>Certified Proof of registration must be provided to obtain the points</p> <p><b>Note that duplication of resources/personnel on the designations indicated in the criteria will result in zero points being awarded.</b></p>	<p><b>10</b></p>
	<p><b>Senior Land Surveyor:</b></p> <p>The senior persons must demonstrate a minimum of 7 years of experience in a senior role</p>	<p>Points will only be allocated for demonstration as the Senior professional</p> <p>If any of the following information is not provided, zero points will be awarded :</p> <ul style="list-style-type: none"> <li>• CV's provided must be as per the resources recorded on the organogram</li> <li>• CV's must clearly show project experience</li> <li>• CV's must clearly show the role executed by the resource on said projects</li> </ul>	<p><b>20</b></p>
	<p><b>Senior Land Surveyor</b></p> <p>A minimum qualification Bachelor's degree(or equivalent/ National Diploma in Geomatics/ Land Surveying or related disciplines</p>	<p>Certified proof of qualification must be provided to obtain the points</p>	<p><b>10</b></p>
	<p>A registration with South African Geomatics Council (SAGC) as a technologist</p>	<p>Proof of registration must be provided to obtain the points</p>	<p><b>10</b></p>
	<p><b>Junior Land Surveyor</b></p> <p>The incumbent must demonstrate 3 years' experience in the Land Surveying field</p>	<p>If any of the following information is not provided, zero points will be awarded :</p> <ul style="list-style-type: none"> <li>• CV's provided must be as per the resources recorded on the organogram</li> <li>• CV's must clearly show project experience</li> </ul>	<p><b>10</b></p>

			<ul style="list-style-type: none"> <li>CV's must clearly show the role executed by the resource on said projects</li> </ul>	
		<p><b>Junior Land Surveyor</b></p> <p>A minimum Qualification of a National Diploma in Geomatics/ Land Surveying.</p> <p>The incumbent must be registered with South African Geomatics Council (SAGC) as a candidate.</p>	Certified proof of qualification and registration must be provided to obtain the points	<b>10</b>
<b>C Company Experience</b>	<b>Total Points</b>	<b>Criteria</b>	<b>Description of Criteria</b>	<b>Points</b>
<b>C1</b>	<b>60</b>	Five or more projects completed with matching reference letter	Points will only be allocated to similar or related projects projected in the indicative scope of works completed	<b>60</b>
<b>Experience on related to scope of works</b>		Three to four projects completed with matching reference letter.		<b>40</b>
		One to two projects completed with matching reference letter	The Project list provided must relate to references attached in accordance with C2 below. Failure to do so will result negative scoring.	<b>20</b>
<b>Contactable References</b>	<b>Total Points</b>	<b>Criteria</b>	<b>Description of criteria</b>	<b>Points</b>
		Five or more satisfactory references	<p>Points will only be allocated for related projects as listed in the schedule requested in item 6.14</p> <p>Project information contained elsewhere in the tender submission will <b>not</b> be considered</p>	<b>60</b>

<p><b>C2</b></p> <p>Contactable references for projects similar undertaken projects</p>	<p><b>60</b></p>	<p>Three or more satisfactory references</p>	<p>Points will only be allocated for references on similar projects as listed in the scheduled requested in Item C1 (annexure E to be filled in)</p>	<p><b>40</b></p>
		<p>One to two satisfactory references</p>	<p>References <b>must</b> be on the client's letterhead or on a document stamped by the client and <b>must</b> confirm the project description, services rendered, and values of above listed projects in order to obtain the points.</p> <p><b><u>Appointment letters do not serve as reference letters.</u></b></p> <p>If <b>any</b> of the required information does not appear in the reference, zero points will be awarded.</p> <p>Note that completion certificates will not qualify as references and will be awarded zero points.</p>	<p><b>20</b></p>

**7. CLOSING DATE TIME AND VENUE FOR SUBMISSIONS**

The completed tender document shall be placed in a sealed envelope.

The words / Ref:

Land Surveyor	
---------------	--

**must be written / typed clearly on the envelope.** The envelope must be deposited in the tender box at the Greater Letaba Municipality only between the hours of 08H00 and 12H00.

**The Tender closes at 12h00 on: 27 March 2023**

**NO LATE / TELEPHONIC / FAXED / POSTAL TENDERS WILL BE ACCEPTED OR CONSIDERE**

## 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 PROFESSIONAL INDEMNITY
FORM I	CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM J	PROOF OF MEMBERSHIP WITH PROFESSIONAL BODIES
FORM K	PREFERENCE SCHEDULE
FORM 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 every 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 (SAGC)
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

8. VAT REGISTRATION NUMBER

9. TAX REFERENCE NUMBER

10. CIDB REGISTRATION NUMBER

10.1 CIDB GRADING

**ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED ?**

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

**If Yes enclose Proof**

.....  
Signature

.....  
Date

.....  
CAPACITY UNDER WHICH BID IS SIGNED

.....  
Name of Bidder

---

**MBD 1**

**PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>			
BID NUMBER:		CLOSING DATE:	
DESCRIPTION			
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			

<b>SUPPLIER INFORMATION</b>			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	SCM UNIT	CONTACT PERSON	Mr Rababalela ME
CONTACT PERSON	KGATLA MP	TELEPHONE NUMBER	079 517 9411
TELEPHONE NUMBER	087 086 7474	FACSIMILE NUMBER	015 309 9419
FACSIMILE NUMBER	015 309 9419	E-MAIL ADDRESS	ericr@glm.gov.za
E-MAIL ADDRESS	portiak@glm.gov.za		

## PART B

### TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

**MBD 3.1**

**PRICING SCHEDULE – FIRM PRICES**

**(PURCHASES)**

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

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

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

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	
-	At:	.....	
-	Brand and Model	.....	
-	Country of Origin	.....	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	*Delivery: Firm/Not firm
-	Delivery basis	.....	

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

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

MBD 3.2

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

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

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

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

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

M	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY *(ALL APPLICABLE TAXES INCLUDED)
---	----------	-------------	---

Required by: .....

At: .....

Brand and model .....

Country of origin .....

Does the offer comply with the specification(s)? \*YES/NO

If not to specification, indicate deviation(s) .....

Period required for delivery .....

Delivery: \*Firm/Not firm

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

### MBD 3.2

#### PRICE ADJUSTMENTS

##### NON-FIRM PRICES SUBJECT TO ESCALATION

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

IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2... etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

The following index/indices must be used to calculate your bid price:

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....  
 Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

**MBD 3.2**

**PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

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=		

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)*

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

**RESOLVED that:**

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Greater Letaba Municipality in respect of the following project:

\_\_\_\_\_

Bid / Project Number: \_\_\_\_\_ {insert number}

A. Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

\_\_\_\_\_

C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.

D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.

E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.

F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (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				
10				

*Note:*

1. \* Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. 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
4. 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**

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)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

**MBD 7.1**

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

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

SIGNED AT ..... ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

**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.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



**FORM C: DECLARATION OF INTEREST (MBD4)**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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, shareholder<sup>2</sup>): .....

3.4 Company Registration Number: .....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars: .....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

<sup>2</sup> 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.



**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 **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

---

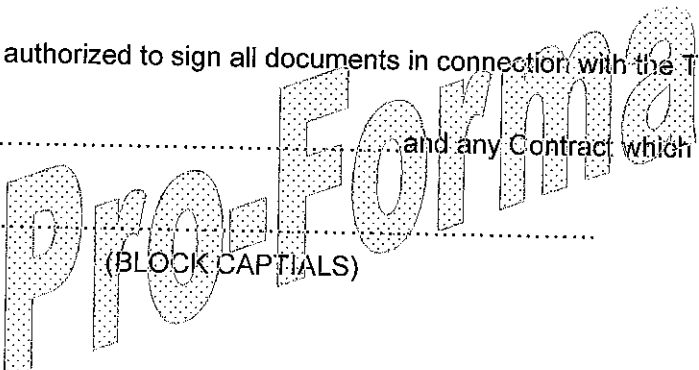
**PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:**

"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  
..... and any Contract which may arise there from on

behalf of .....  
(BLOCK CAPITALS)



SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES: 1. ....

2. ....

**PRO-FORMA FOR JOINT VENTURES:**

**Certificate of Authority for Joint Ventures**

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....

Pro-Forma

**ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR  
CERTIFIED 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.

<b>BANK NAME:</b>									
<b>ACCOUNT NAME:</b> <i>(e.g. ABC Civil Construction cc)</i>									
<b>ACCOUNT TYPE:</b> <i>(e.g. Savings, Cheque etc)</i>									
<b>ACCOUNT NO:</b>									
<b>ADDRESS OF BANK:</b>									
<b>CONTACT PERSON:</b>									
<b>TEL. NO. OF BANK / CONTACT:</b>									
How long has this account been in existence:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">0-6 months</td> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">7-12 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">13-24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">More than 24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <span style="margin-left: 20px;">(Tick which is appropriate)</span>	0-6 months	<input type="checkbox"/>	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>
0-6 months	<input type="checkbox"/>								
7-12 months	<input type="checkbox"/>								
13-24 months	<input type="checkbox"/>								
More than 24 months	<input type="checkbox"/>								

Name of Tenderer: .....

Date: .....

Signature: .....

Full name of signatory: .....



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

**FORM G: MUNICIPAL UTILITY ACCOUNT**

**DECLARATION BY THE TENDERER**

I the undersigned \_\_\_\_\_, has been duly

authorized to sign all documents with the Tender for Contract Number \_\_\_\_\_ on behalf of

\_\_\_\_\_ hereby make a declaration as follows:  
 (referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
  
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

\_\_\_\_\_

IN HIS CAPACITY AS

\_\_\_\_\_

DATE

\_\_\_\_\_

FULL NAMES OF SIGNATORY

\_\_\_\_\_

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

**ATTACH AN ORIGINAL OR CERTIFIED 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)**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> 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:

	<b>POINTS</b>
<b>PRICE</b>	
<b>SPECIFIC GOALS</b>	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

**3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

**3.2.1. POINTS AWARDED FOR PRICE**

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

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

**4. 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.

	..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....
	.....

**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?

YES	NO
-----	----

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.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name 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 if established during the past three years. **YES / NO**

.....  
.....

2. 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 particulars of any material non-compliance or dispute concerning the execution of such contract? **YES / NO**

.....  
.....

a. If yes, furnish particulars

.....  
.....

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

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME)**

.....

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

**I ACCEPT THAT THE STE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE**

.....  
.....  
Signature

Date

.....  
Position

.....  
Name of Bidde





- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- 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 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. Vehicles**

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 was your turnover in the previous financial year? .....

What is the estimated turnover for your current financial year? .....





**FORM S: RECORD OF ADDENDA TO TENDER DOCUMENTS**

Was there an addendum issued?

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:

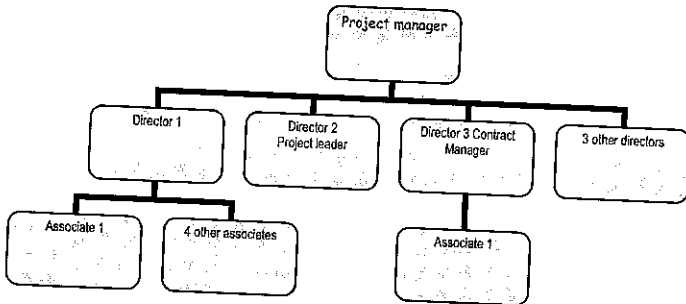
	Date	Title of Details

*\*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
5. 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.



<b>Head Office:</b>	
<b>Other Offices:</b>	
<b>Registered Professionals:</b>	
<b>Total Employees :</b>	
<b>%share in JV agreement</b>	

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.
4. 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.

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

.....

..... Rand (in words); R ..... (In figures).

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor/Consultant in the Conditions of Contract identified in the Contract Data.

Signature(s) \_\_\_\_\_  
\_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_  
\_\_\_\_\_

For the tenderer \_\_\_\_\_  
(Name and address of organisation)

Name & Signature  
Of Witness \_\_\_\_\_  
Name Date

**SUMMARY OF TOTAL OFFERED FEES**

Project No	Project Description	Total offered 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	
<b>TOTAL (Including VAT)</b>		

**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 organisation)

Name & Signature  
Of Witness \_\_\_\_\_

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.
3. 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.

<b>1</b>	<b>Subject</b>	 <hr/> <div style="text-align: center;">Details</div> <hr/>
<b>2</b>	<b>Subject</b>	 <hr/> <div style="text-align: center;">Details</div> <hr/>
<b>3</b>	<b>Subject</b>	 <hr/> <div style="text-align: center;">Details</div> <hr/>
<b>4</b>	<b>Subject</b>	 <hr/> <div style="text-align: center;">Details</div> <hr/>
<b>5</b>	<b>Subject</b>	 <hr/> <div style="text-align: center;">Details</div> <hr/>
<b>6</b>	<b>Subject</b>	 <hr/> <div style="text-align: center;">Details</div> <hr/>

Details

---

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](http://www.cidb.co.za).

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

Clause	Data
3.4	<p>The Employer is the <b>Greater Letaba Municipality</b></p> <p>The Employer's address for receipt of communications is: Telephone: 015 309 9246 Facsimile: 015 309 9419 Address: 44 Botha Street Modjadjiskloof</p> <p>The Employer's agent responsible for respective projects will be indicated in the appointment letter furnished by the Employer.</p>
3.4.1	<p>1. Written acceptance of the appointment letter is required not later than <b>Seven (7) days</b> from the date of the letter.</p> <p>2. All written correspondence, including monthly reports that must be submitted by the 25<sup>th</sup> 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.</p>
3.6	<p>The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.</p>
3.9.2	<p>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.</p>
3.12.1	<p>The penalties will be indicated in the performance agreement that forms part of the appointment letter.</p>
3.12.2	<p>The notice of termination shall be seven (7) calendar days.</p>
3.15.1	<p>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.</p>
3.16.1	<p>The time-based fees shall not be adjusted for inflation.</p>
4.2	<p>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.</p> <p>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.</p>
4.3.2	<p>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</p>

	<i>Officer's issued Briefs and in the appointment letter.</i>
4.6	<i>The Service Provider shall receive instructions in writing only from the Employer or his designated representative.</i>
4.7	<i>5% of professional fees will be retained and will only be released upon receipt and approval of the completion report.</i>
5.1	<p><i>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:</i></p> <ul style="list-style-type: none"> <li>• <i>Determination of whether or not the tender offer is complete.</i></li> <li>• <i>Determination of whether or not the tender offer is responsive.</i></li> <li>• <i>Determination of the reasonableness of the tender offer.</i></li> <li>• <i>Awarding of points for the financial offer.</i></li> <li>• <i>Confirmation of the eligibility of preferential points claimed by the tenderer.</i></li> <li>• <i>Ranking of the tenderer according to the total points (Quality + Financial + Preferential) accumulated.</i></li> <li>• <i>Performance of risk analysis per tenderer.</i></li> <li>• <i>Submit final report with supporting information</i></li> </ul> <p><i>In addition to the services described in your tender, the following will be regarded as normal services:</i></p> <ul style="list-style-type: none"> <li>• <i>Liaison with the Employer</i></li> <li>• <i>Confirmation of the process to be followed during evaluation</i></li> <li>• <i>Progress reports on weekly basis.</i></li> </ul>
5.4	<p><i>The Service Provider is required to provide the following insurances:</i></p> <p><i>1. Insurance against Professional indemnity</i></p> <p><i>Cover is: R 1 million per claim and the number of claims unlimited (Town Planning) .</i></p> <p><i>Period of cover: Duration of project</i></p>
5.5	<p><i>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</i></p> <ol style="list-style-type: none"> <li><i>1. Change any one of the approved personnel upon which the contract was awarded.</i></li> <li><i>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.</i></li> <li><i>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 from the Employer's agent.</i></li> </ol>
5.7	<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.</i>
7.1	<i>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.</i>
8.1	<i>The Service Provider has to commence immediately upon acceptance of the appointment.</i>

8.2.3	<i>The Service Provider shall within 7 Days of becoming aware that a delay may occur or has occurred, notify the employer of his intention to make a request for the extension of the period of Performance to which he considers himself entitled and shall within 7 days after the delay ceases deliver to the Employer full and detailed particulars of the request. The Service Provider loses the right to claim by not adhering to these time frames.</i>
8.4.1	<i>The employer may terminate the Contract, over and above what is stipulated in the General Conditions of Contract, if the Service Provider (i.e. the Town Planning Consulting) does not perform in accordance with the performance agreement that forms part of the appointment</i>
8.4.2	<i>The Employer shall give the Service Provider not less than seven (7) Days written notice of any termination made in terms of 8.4.1.</i>
8.5	<i>The Employer reserves the right not to appoint Service Provider for 12 months from the date of termination whose contract was terminated due to non-performance.</i>
9	<i>The <b>Employer</b> retains all and/or any rights to any patents or copyright or intellectual rights to all and any documents in whatever format, inventions, designs, discoveries, improvements as made, discovered or conceived by the <b>CONSULTANT</b> in respect of this contract, whether wholly or partly, in connection with, or incidental, to this contract and which may relate to, or be in connection with, or be useful to the business carried out by the <b>COUNCIL</b>. Such patents or copyrights are not limited to any particular area or country and the <b>COUNCIL</b> reserves the right to alter, modify, adapt or change any designs, processes or methods or any such patents or copyrights. All such documents in whatever format, inventions, designs, discoveries, improvements as made, discovered or conceived by the <b>CONSULTANT</b> shall be handed over to the <b>COUNCIL</b> on completion of the project. The <b>CONSULTANT</b> may not include any company logo or other company details on or in any documents prepared for and on behalf of the <b>COUNCIL</b>.</i>
12	<i>Settlement of disputes is to be in terms of Clause 73 of the Supply Chain Management Policy of the Greater Letaba Municipality. See Document C1.3</i>
14.2	<i>Service providers will be paid within 30 calendar days from the date of receipt of correct invoice (as per the Employer's fee format and signed by the responsible person) by the Employer,</i>
15	<i>The interest rate will be prime interest rate of the employer's bank at the time that the amount is due</i>
	<i>The additional conditions of contract are:</i>  <i>1. The Service provider (i.e. the Consulting Engineer)'s appointment is subject to a performance agreement (that includes monitoring progress against the milestones contained in the approved programme and application of the conditions of contract)</i>  <i>2. Failure to submit the letter of acceptance and/or the detailed schedule timeously, will result in the appointment lapsing immediately.</i>

**PART 1: DATA PROVIDED BY THE SERVICE PROVIDER**

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

## 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 ink.**
5. 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 work 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, the 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 LAND SURVEYORS 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)
1	TOWNSHIP ESTABLISHMENT		N/A
2	BEACONS RELOCATION	PER ERF	N/A
2.1	Surveying		
2.2	Professional fees		
2.3	Disbursement		
2.4	Contingency 10%		



2.5		<b>TOTAL (VAT EXCL)</b>		
3	<b>SUBDIVISION</b>	<b>ONE TO TWO ERVEN (5000M<sup>2</sup> INTO 2 X 2500 M<sup>2</sup>) (This figures are for evaluation purpose only)</b>		<b>R0.00</b>
3.1	Land Surveying; preparation of sub divisional Diagram			
3.2	Professional fee			
3.3	Disbursement			
3.4.	Contingency 10%			
3.5		<b>TOTAL (VAT EXCL)</b>		
4	<b>FEASIBILITY STUDY ON TOWNSHIP ESTABLISHMENT</b>	<b>500 ERVEN x 500 m<sup>2</sup> (This figures are for evaluation purpose only)</b>		<b>R0.00</b>
4.1	Environmental Assessment	500 erven x 500 m <sup>2</sup>		
	1.1. 1. Undertaking scoping process	500 erven x 500 m <sup>2</sup>		
4.2	1.1.2. Undertaking full EIA	500 erven x 500 m <sup>2</sup>		
4.3	Geotechnical investigation	500 erven x 500 m <sup>2</sup>		
4.4	service Engineering report (roads, storm water, electrical and sewage )	500 erven x 500 m <sup>2</sup>		
4.5	Conveyancing: legal input	500 erven x 500 m <sup>2</sup>		
4.6	Heritage Impact Assessment	500 erven x 500 m <sup>2</sup>		
4.7	Traffic impact assessment	500 erven x 500 m <sup>2</sup>		

4.8	Land Surveying: preparation of small Scale Diagram & cadastral data			
4.9	Professional fees			
4.10	Disbursement			
4.11	Contingency 10%			
		<b>TOTAL (VAT EXCL)</b>		
5	<b>DEVELOPMENT (REVIEW) OF BY-LAWS/POLICIES</b>			<b>N/A</b>
6	<b>REVIEW OF LAND AUDIT</b>			<b>N/A</b>
7	<b>REVIEW OF SPATIAL DEVELOPMENT FRAMEWORK</b>			<b>N/A</b>

8	DEVELOPMENT OF PRECINCT PLAN			N/A
9	REVIEW AND UPDATE OF LAND USE SCHEME			N/A
10	CONSOLIDATION		<b>TWO ERVEN (1000 M<sup>2</sup> EACH) INTO ONE</b> (This figures are for evaluation purpose only)	R0.00
10.1	Land Surveying: preparation of consolidation Diagram		two erven (1000 m <sup>2</sup> each) into one	
10.2	Professional fee		two erven (1000 m <sup>2</sup> each) into one	
10.3	Disbursement		two erven (1000 m <sup>2</sup> each) into one	
10.4	Contingency 10%		two erven (1000 m <sup>2</sup> each) into one	
			<b>TOTAL (VAT EXCL)</b>	
11	<b>ESTABLISHMENT OF CEMETERY</b>		<b>100 CEMETERIES</b> (This figures are for evaluation purpose only)	<b>R0.00</b>
11.1	Environmental Assessment		100 cemeteries	

	11.1. 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	
	<b>TOTAL (VAT EXCL)</b>		
12	<b>CONSENT USE</b>		<b>N/A</b>
13	<b>UPGRADING OF INFORMAL SETTLEMENT: 500 HOUSEHOLDS</b>	<b>500 ERVEN x 500 m<sup>2</sup> (This figures are for evaluation purpose only)</b>	<b>R0.00</b>
13.1	Environmental Assessment	500 erven x 500 m <sup>2</sup>	
	1.1. 1. Undertaking scoping process	500 erven x 500 m <sup>2</sup>	
	1.1.2. Undertaking full EIA	500 erven x 500 m <sup>2</sup>	
13.2	Geotechnical investigation	500 erven x 500 m <sup>2</sup>	
13.3	service Engineering report (roads, storm water, electrical and sewage )	500 erven x 500 m <sup>2</sup>	

13.4	Conveyancing: legal input	500 erven x 500 m <sup>2</sup>	
13.5	Heritage Impact Assessment	500 erven x 500 m <sup>2</sup>	
13.6	Traffic Impact assessment	500 erven x 500 m <sup>2</sup>	
13.7	Land Surveying: preparation of small Scale Diagram & cadastral data	500 erven x 500 m <sup>2</sup>	
13.8	Professional fee	500 erven x 500 m <sup>2</sup>	
13.9	Disbursement	500 erven x 500 m <sup>2</sup>	
13.10	Contingency 10%	500 erven x 500 m <sup>2</sup>	
		<b>TOTAL (VAT EXCL)</b>	
14	<b>PERMANENT CLOSURE OF ANY PUBLIC SPACE</b>	<b>10 HA IN EXTENT (This figures are for evaluation purpose only)</b>	<b>R0.00</b>
14.1	Professional fee		
14.2	Disbursement		
14.3	Contingency 10%		
15	<b>DEVELOPMENT/REVIEW OF INTEGRATED DEVELOPMENT PLAN</b>	<b>MUNICIPAL WIDE</b>	<b>N/A</b>

16	AMENDMENT OR CANCELLATION OF GENERAL PLAN OF A TOWNSHIP	10 HA IN EXTENT (This figures are for evaluation purpose only)	R0.00
15.1	Professional fee		
15.2	Disbursement		
15.3	Contingency 10%		
		<b>TOTAL (VAT EXCL)</b>	
	<b>TOTAL (all above)</b>		

	VAT @15%	
	<b>TOTAL (Including VAT)</b>	

## **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**

6.1 Bids should be submitted in a sealed envelope endorsed, "Project Name" and the number of bid bidding on. The sealed envelope must be placed in the bid box



*at the Main Reception area of the Greater Letaba Municipality by no later than 12H00 on the Closing date.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

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

## TABLE OF CLAUSES

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

## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.



**7. Performance security**

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

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

**9. Packing**

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

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

**10. Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

**24. Anti-dumping  
and countervailing  
duties and rights**

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

may be due to him

**25. Force  
Majeure**

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

**26. Termination  
for insolvency**

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

**27. Settlement of  
Disputes**

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

**28. Limitation of  
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.



- 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.