

Greater Letaba Municipality

TENDER NUMBER
GLM015/2026



GREATER LETABA
MUNICIPALITY

Appointment of a panel of town planning consultants for implementation of various projects for a period of three years(Re-advert)

TOTAL PRICE:

VAT R.....

GRAND TOTAL R.....

Name of the Bidder and /or Company

.....



**GREATER LETABA
MUNICIPALITY**

NAME OF PROJECT: Appointment of a panel of town planning consultants for implementation of various projects for a period of three years (Re-advert)

BID NUMBER: GLM015/2026

CLOSING DATE: 28 September 2026

ISSUED BY:

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

BIDDER'S INFORMATION

NAME OF COMPANY.....

CONTACT PERSON.....

COMPANY ADDRESS.....

CELL/TEL NO.....

FAX NO.....

EMAIL ADDRESS.....

ADVERT

BID NOTICE AND INVITATION TO BID



GREATER LETABA MUNICIPALITY

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

Bid number	Project name	Date for Compulsory Briefing Session	Cidb Grading	Point scoring system	Publication date	Closing date	Non-refundable amount (VAT inclusive)	Contact persons for technical queries.
GLM014/2026	Appointment of a Panel of Land surveying consultants for implementation of various projects for a period of three years (Re-advert)	N/A	N/A	80- Pricing 20- Specific goals	27 August 2026	28 September 2026	R1 358.00	Mr. Shiwundla J (015) 309 9246
GLM015/2026	Appointment of a Panel of Town Planning consultants for implementation of various projects for a period of three years (Re-advert)	N/A	N/A	80- Pricing 20- Specific goals	27 August 2026	28 September 2026	R1 358.00	Mr. Shiwundla J (015) 309 9246

Bid documents will be obtainable as from the 28 August 2026 at Greater Letaba Municipality, and the municipal website upon non-refundable amount for a bid in question. Payment method for the bid document can be cash or EFT (Bank: FNB, Account holder: **Greater Letaba Municipality, Account no: 521 0000 5761, Branch code 260449, Ref No. for FNB Users:111 00000 00000, Ref No. for other banks: Bid number**)

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

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

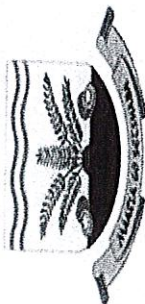
All Supply Chain Management related queries will be directed to Mr Maffa TC at 087 086 7522 at Greater Letaba Municipality.

Sewape MO

Municipal Manager

SPECIFICATION

GREATER LETABA MUNICIPALITY



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

10 C2.2 BILL OF QUANTITIES.

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

1.3	service Engineering report (roads, storm water, electrical and sewage)	500 erven x 500 m ²	
1.4	Conveyancing: legal input	500 erven x 500 m ²	
1.5	Heritage Impact Assessment	500 erven x 500 m ²	
1.6	Traffic impact assessment	500 erven x 500 m ²	
1.7	Land Surveying; preparation of small Scale Diagram & cadastral data	500 erven x 500 m ²	
1.8.	Professional fee	500 erven x 500 m ²	
1.9	Disbursement	500 erven x 500 m ²	
1.10	Contingency 10%	500 erven x 500 m ²	
	TOTAL (VAT EXCL)		
2	REZONING	1 ERVEN X 1000 m² (This figures are for evaluation purpose only)	R0.0
2.1	Environmental Assessment	1 Erf x 1000 m ²	
	2.1. 1.Undertaking scoping process	1 Erf x 1000 m ²	
	2.1.2. Undertaking full EIA	1 Erf x 1000 m ²	
2.2	Geotechnical investigation	1 Erf x 1000 m ²	
2.3	service Engineering report (roads, storm water, electrical and sewage)	1 Erf x 1000 m ²	
2.4	Traffic impact assessment	1 Erf x 1000 m ²	
2.5	Heritage Impact Assessment	1 Erf x 1000 m ²	
2.6	Conveyancing: legal input	1 Erf x 1000 m ²	
2.7	Professional fee	1 Erf x 1000 m ²	

2.8	Disbursement	1 Erf x 1000 m ²	
2.9	Contingency 10%	1 Erf x 1000 m ²	
		TOTAL (VAT EXCL)	
3	SUBDIVISION	ONE TO TWO ERVEN (5000M² INTO 2 X 2500 M²) (This figures are for evaluation purpose only)	R0.00
3.1	Land Surveying; preparation of sub divisional Diagram		
3.2	Professional fee		
3.3	Disbursement		
3.4.	Contingency 10%		
3.5		TOTAL (VAT EXCL)	
4	FEASIBILITY STUDY ON TOWNSHIP ESTABLISHMENT	500 ERVEN x 500 m² (This figures are for evaluation purpose only)	R0.00
4.1	Environmental Assessment	500 erven x 500 m ²	
	1.1. 1.Undertaking scoping process	500 erven x 500 m ²	
4.2	1.1.2. Undertaking full EIA	500 erven x 500 m ²	
4.3	Geotechnical investigation	500 erven x 500 m ²	
4.4	service Engineering report (roads, storm water, electrical and sewage)	500 erven x 500 m ²	
4.5	Conveyancing: legal input	500 erven x 500 m ²	
4.6	Heritage Impact Assessment	500 erven x 500 m ²	
4.7	Traffic impact assessment	500 erven x 500 m ²	

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

		TOTAL (VAT EXCL)	
8	DEVELOPMENT OF PRECINCT PLAN	This figures are for evaluation purpose only	R0.00
8.1	Professional fee		
8.2	Disbursement		
8.3	Contingency 10%		
		TOTAL (VAT EXCL)	
9	REVIEW AND UPDATE OF LAND USE SCHEME	This figures are for evaluation purpose only	R0.00
9.1	Professional fee		
9.2	Disbursement		
9.3	Contingency 10%		
		TOTAL (VAT EXCL)	
10	CONSOLIDATION	TWO ERVEN (1000 M ² EACH) INTO ONE (This figures are for evaluation purpose only)	R0.00
10.1	Land Surveying; preparation of consolidation Diagram	two erven (1000 m ² each) into one	
10.2	Professional fee	two erven (1000 m ² each) into one	
10.3	Disbursement	two erven (1000 m ² each) into one	
10.4	Contingency 10%	two erven (1000 m ² each) into one	
		TOTAL (VAT EXCL)	
11	ESTABLISHMENT OF CEMETERY	100 CEMETERIES (This figures are for evaluation purpose only)	R0.00
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	
		TOTAL (VAT EXCL)	
12	CONSENT USE	1 x 500 m² (This figures are for evaluation purpose only)	R0.00
12.1	Professional fee		
12.2	Disbursement		
12.3	Contingency 10%		
		TOTAL (VAT EXCL)	
13	UPGRADING OF INFORMAL SETTLEMENT: 500 HOUSEHOLDS	500 ERVEN x 500 m² (This figures are for evaluation purpose only)	R0.00
13.1	Environmental Assessment	500 erven x 500 m ²	
	1.1. 1.Undertaking scoping process	500 erven x 500 m ²	
	1.1.2. Undertaking full EIA	500 erven x 500 m ²	
13.2	Geotechnical investigation	500 erven x 500 m ²	
13.3	service Engineering report (roads, storm water, electrical and sewage)	500 erven x 500 m ²	

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

			TOTAL (VAT EXCL)	
			TOTAL (all above)	

VAT @15%	
TOTAL (Including VAT)	

LIST OF RETURNABLE DOCUMENTS

LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

- Copy of company registration certificate (c.k. certificate)
- Proof of SARS Tax pin (for all companies in case of a joint Venture)
- 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.
- In case of a Joint venture, Association or Consortium a formal contract agreement must be signed by both parties and be attached (if applicable.).
- Certified ID copies of all directors/members/Shareholders of the company (for all companies in case of a joint Venture).
- 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 more than three months in line with regulation no. 38 of Municipal Supply Chain Management Regulations / recent and original proof of residence from Traditional Authority or Induna in case where business is located in a non-ratable area / valid lease agreement signed between the Lessor and Lessee (bidder).
- Company profile or Schedule indicating bidder's experiences (For all companies in case of Joint Venture).
- The bid document must be properly completed in black ink and every page initialed.
- Certificate of Authority for signatory
- Bank rating not older than 3 months.
- Attach proof of purchase for bid document (Receipt or Proof of payment)
- Proof of membership with professional Bodies

NB: The evaluation of the bid will be concluded in one stage, 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.

Specific goals	Points
100% Black owned companies	10
Women owned	5
People with disabilities	2.5
People who are youth	2.5
TOTAL SCORE	20

Bidders shall take note of the flowing 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.

FUNCTIONALITY

TENDER DATA

Clause				
F.1.1	The Employer is: Greater Letaba Municipality P.O Box 36 Modjadjiskloof 0835			
F.1.2	The tender document's contents are as follows: Tendering Procedures Tender notice and invitation to tender Tender data Returnable Documents List of Returnable Documents The Contract Agreements and Contract data Forms of Offer and Acceptance Contract Data Pricing Data Pricing Instruction Bill of Quantities Terms of Reference Terms of Reference Additional Relevant Documents Supply Chain Management Policy			
F1.3	Interpretation The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.			
F.1.4	Communication. The Employer's Representative is; <table><tr><td><u>Accounting Officer</u> Sewape MO P.O. Box 36 Modjadjiskloof 0835 015 309 9246</td><td><u>Procurement Enq.</u> Modjadji KLM P.O. Box 36 Modjadjiskloof 0835 015 309 9246</td><td><u>Technical Enquiries.</u> Shihundla J P.O. Box 36 Modjadjiskloof 0835 015 309 9246</td></tr></table> Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenderers, under the signature of the Accounting Officer or his nominee will be regarded as amending the tender documents. Tender offer communicated on paper shall be submitted as an original. Questions or queries must be submitted at least five (5) working days before the stipulated closing date and time of the tender.	<u>Accounting Officer</u> Sewape MO P.O. Box 36 Modjadjiskloof 0835 015 309 9246	<u>Procurement Enq.</u> Modjadji KLM P.O. Box 36 Modjadjiskloof 0835 015 309 9246	<u>Technical Enquiries.</u> Shihundla J P.O. Box 36 Modjadjiskloof 0835 015 309 9246
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	However, GLM shall not be liable nor assume liability for failure to respond to any questions and / or queries raised by the Bidder.
F.1.5	The Employer's right to accept or reject any tender offer The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Greater Letaba Municipality.
F.2	Bidder Obligations
F.2.1	Eligibility Only those bidders who satisfy the following criteria are eligible to submit tenders: Responsive tenders are ONLY those tenders with all documents and pages, contained herein, that have been signed by the responsible person duly authorised to sign all documents indicated on the returnable document "FORM D Authority of Signatory." Only tendered who have in their employ a person registered with South African Council for Planners (SACPLAN) in terms of the Planning Profession Act, 2002 (Act 36 of 2002),
F.2.2	Cost of Tendering The employer will not compensate the bidder for any costs incurred in the preparation and submission of a tender offer, including the cost of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
F.2.3	Check documents The Bidder should check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.4	Confidentiality and Copyright of Documents. Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation
F.2.10	Pricing the tender State the rates and prices in Rands in compliance with Determination of Professional Fees in terms of Section 29 of the Planning Profession Act, 2002 Gazette 37682 of 30 May 2014 as amended from time to time.
F.2.11	Alterations to the Tender Documents. No alterations may be made to the tender document issued by the employer. Proposals and any other supporting documents must be attached to the back of this tender document as Annexures.

F.2.12	Alternative tender offer. No alternative tender offers will be considered or accepted
F.2.13	Submitting tender offer: No Tender document will be considered unless submitted on Council's Official Tender Document Return all the returnable documents to the employer after completing them as per details on F.2.15 below. Tenders must be deposited in the tender box clearly marked: <i>"Appointment of panel of Town Planning Consultants; 3-year term for implementation of various projects."</i> Location of tender Box: Civic Centre Modjadiskloof Physical Address: Greater Letaba Municipality, 44 Botha Street, Modjadiskloof 0835. Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered. All tender received by the Greater Letaba Municipality will remain in the Municipality's possession as confidential until after the award is made. Accept that a tenders submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered.
F.2.15	Closing Time: The time and location for opening of the Tender offers are: Closing Time: 12:00 Closing Date: Refer to the attached Tender advert Location: Greater Letaba Municipality Civic Centre 44 Botha Street Modjadiskloof 0835 Tenders will be opened in public at the same time. After the opening of the tender proposals, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other bidder or persons not concerned with such process until the award of the Tender has been announced by the GLM.
F.2.16	Tender Offer Validity The Tender offer validity period is 90 days from the closing date.
F.2.17	Tender clarification after submission A tender may be regarded as non-responsive if the bidder fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.

F.2.18	Provide other material Proposals Proposals should be well organized, straight forward, clear and concise. Proposals must respond specifically to the criteria specified in this tender document. Colour: black Font: Aerial: Size 12: Spacing one and half: pages not more than 50 on one side. (excluding appendices) The Consulting Town Planner, in his/her proposal, shall state the categories and number of staff and personnel that he considers necessary to perform the services, including the core professional team and support staff. The Consulting Town Planner shall provide brief descriptions of the responsibilities and duties envisaged for the professional positions of the supervision team. The proposals and all supplementary documents and correspondences shall be drawn up and submitted in English. The Municipality retains the right to call for any additional information that it may deem necessary If tendering as a Joint Venture, Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks and rewards.) Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner: 1. Control 2. Management 3. Operations 4. Risk 5. Profit and Loss If a Bidder , or any person employed by him is found to have either directly or indirectly, promised or given to any person in the employment of Council, any commission, gratuity, gift or other consideration, The Council shall have the right to summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss and/ or additional costs or expenses, to disqualify the Tender or cancel the Contract without paying any compensation to the aforesaid Tender or Contract.						
F.3.11	1. Tender evaluation points Preference points for this bid shall be awarded for: (a) Price; and (b) Specific goals. The maximum points for this bid are allocated as follows: <table border="1" data-bbox="276 1921 1401 2076"> <thead> <tr> <th></th><th>POINTS</th></tr> </thead> <tbody> <tr> <td>PRICE</td><td>80</td></tr> <tr> <td>SPECIFIC GOALS</td><td>20</td></tr> </tbody> </table>		POINTS	PRICE	80	SPECIFIC GOALS	20
	POINTS						
PRICE	80						
SPECIFIC GOALS	20						

Total points for Price and B-BBEE must not exceed

100

2. Evaluation of Tenders

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

2.1. The following steps will be followed in evaluation;

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

3. Evaluation Criteria

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

3.1. Tender Responsiveness

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

- Project Director/Team Leader (Registered Professional (20 Points);
- Registered Professional (15 Points);
- Registered Technical (13 Points); and
- Physical and other resources (20 Points)
- Experience of firm (32 Points)

The Team Leader (Registered Professional), and Technical combined are regarded as Personnel and carry combined total of 48 points while Physical and Other Resources carry a total of 20 points. The firms experience in Town Planning or Land Surveying carries 32 points.

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

Personnel	48
Physical and Other Resources	20
Experience of Firm	32

Sub-Total 100

A firm must obtain a minimum of 70 points out of the 100 points above to be considered for price and BBB-EE evaluation.

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

Name:.....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications (Note 1)	MSc Degree in Town/Urban and Regional Planning/ Development Planning	No	1	
Academic Qualifications (Note 1)	BSc (Hons), BEng (Hons) in Spatial Planning/ Development Planning	No	0.5	
Academic Qualifications (Note 1)	Degree in Town/Urban and Regional Planning; or National Diploma in Town/Urban and Regional Planning;	Yes	2	
Professional Registration (Note 2)	Professional/Technical (Pr)	Yes	1.5	
Sub-total			5	
		Elimination Factor		
Years of experience after qualification (Note 3)	<5 - 6	Yes	1.5	
	<6 - 8	Yes	2	
	<8 - 10	No	2.5	
	<10 upwards	No	3	
Years of experience after registration	<3 - 5	No	0.5	
	<5 - 8	No	1	
	<8 - 10	No	2	
	<10 upwards	No	3	
Sub-Total			6	
Involvement in comparable projects – State number (Note 4)	3 - 5	Yes	1	
	<5 - 8	Yes	2	
	<8 - 10	No	3	
	<10 upwards	No	4	

Sub-total			4	
			Elimination Factor	
Current Employment (Note 5)	Full time employed by the Consulting Firm	No	5	
Sub-total			5	
Total			20	

Project Director / Team Leader

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

Note 1: Academic Qualifications

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

Note 2: Professional Registration

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

Note 3: Experience after qualification

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

Note 4: Employment History (Involvement in comparable projects)

Proof of employment history must be contained in the curriculum vitae (CV) and must include

references and contact details. The CV must be of a maximum two pages and containing only necessary and relevant information for the purpose of this project. Failure to provide this shall warrant an automatic elimination of tender from any further evaluation.

Note 5: Current Employment

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

Registered Planner:

(Maximum Points obtainable 15)

Name:.....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications (Note 6)	Degree in Town/Urban and Regional Planning /or above	Yes	4	
Professional Registration (Note 7)	Professional/Technical (Pr.)	Yes	3	
Sub-total			7	
Years of experience after qualification (Note 8)	<5 - 6	Yes	4	
	<6 - 8	No	5	
	<8 - 10	No	6	
	<10 upwards	No	7	
Sub-total			7	
Current Employment (Note 9)	Full time employed by the Consulting Firm	No	1	
Sub-total			1	
Total			15	

Registered Planner

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

Note 6: Academic Qualifications

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

Note 7: Professional Registration

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

Note 8: Employment History

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

Note 9: Current Employment

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

Registered Technical:

(Maximum Points obtainable 8)

Name:.....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications (Note 10)	BTech Degree in Town/Urban and Regional Planning and/or above	Yes	2	

Professional Registration (Note 11)	Technical/Professional (Pr Tech)	Yes	2	
Sub-total			4	
Years of experience after qualification (Note 12)	<5 - 6	Yes	1.5	
	<6 - 8	No	2	
	<8 - 10	No	2.5	
	<10 upwards	No	3	
Sub-total			3	
Current Employment (Note 13)	Full time employed by the Consulting Firm	No	1	
Sub-total			1	
Total			8	

Registered Technical/Professional

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

Note 10: Academic Qualifications

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

Note 11: Professional Registration

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

Note 12: Employment History

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

Note 13: Current Employment

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

Registered Planner Technician:

(Maximum Points obtainable 5)

Name:.....

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

Registered Planner Technician

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

evaluation.

Note 14: Academic Qualifications

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

Note 15: Professional Registration

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

Note 16: Employment History

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

Note 17: Current Employment

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

Physical and Other Resources

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

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Firm's Office Building location	Firm's offices outside the provincial boundaries	No	1	

(Note 18)	Firm's offices within the Provincial boundaries	No	2	
	Firm's offices within the Greater Letaba Municipality	No	3	
Sub-total			3	
Hardware Resources (Note 19)	Computers x 1	No	2	
	Laptop X 3	No	2	
	Plotter x 1	No	2	
	Printers (able to print A4 and A3) X 1	No	2	
Sub-total			8	
Software Resources (Note 20)	Design Software (i.e. GIS, AutoCAD etc.)	No	3	
	Cad Software	No	3	
Sub-total			6	
Company's vehicles (Note 21)	Vehicles x 2	No	3	
Sub-total			3	
Total			8	

Experience of Firm

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

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Company experience in terms of (Township Establishment or State Land Release or Land Tenure or Development Controls or	5 - 8 Projects	Yes	10	
	9 -12 Projects	Yes	15	

Development Strategies or facilities related) projects completed (note Form H) (Note 22)	12+ Projects	Yes	20	
Sub-Total			20	
Company experience in terms of value of Town Planning Projects Completed (Township Establishment or State Land Release or Land Tenure or Development Controls or Development Strategies or facilities related)	R1mil – R3 mil	Yes	4	
	R3 mil and R5 mil	Yes	8	
	+ R5 mil and more	Yes	12	
Sub-Total			12	
TOTAL			32	

Note 18: Firm's Office building location

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

Note 19: Hardware Resources

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

Note 20: Software Resources

Proof of company's asset register with the required listed resources in the form of certified

copies must be attached. Failure to provide this shall warrant for scoring zero (0) in this category.

Note 21: Company's Vehicles

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

Note 22: Company's previous completed projects

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

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

Technical adjudication and General Criteria

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

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

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

- Certified or scanned copies of Tax Clearance Certificates. (**Only valid original tax clearance certificates** must be attached to the Tender document).
- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- If tender document is not fully completed as required and as stipulated in the tender data.
- If any tender document is tempered with or it is unbundled or unbundled.
- Failure to complete the schedule of quantities as required – only lump sums provided.
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil.
- Failure to attend compulsory site inspections
- The Tender has not been properly signed by a party having the authority to do so, according to the **Form D – "Authority for Signatory"**, No authority for signatory submitted.
- A Resolution by a Board of Directors of the Company authorizing the Bidder to sign the

Tender document on behalf of the Company. Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.

- The Bidder's attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- The Tender has been submitted after the relevant closing date and time
- Failure to complete and sign Form of Offer and Acceptance
- If any municipal rates and taxes or municipal service charges owed by that Tenderder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any Tenderder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderder that performance was unsatisfactory.
- Failure to complete in all returnable schedules and signing thereof will results an automatic disqualification.

Size of enterprise and current workload

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

Staffing profile

Evaluation of the Bidder's position in terms of:

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

Proposed Key Personnel

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

Each CV should give at least the following:

- Position in the firm and within the organisation of this assignment
- PDI status (describing population group, gender and disabilities)
- Educational qualifications
- Professional Registrations
- 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)

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

Previous experience

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

	Evaluation of the Bidder's position in terms of his previous experience. Emphasis will be placed on the following: ▪ Experience in the relevant technical field ▪ Experience of contracts of similar size ▪ Some or all of the references will be contacted to obtain their input. The bidder shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects. Financial ability to execute the contract: Evaluation of the Bidder's financial ability to execute the contract. Emphasis will be placed on the following: ▪ Professional indemnity ▪ Contact the Tender's bank manager to assess the Bidder's financial ability to execute the contract and the Bidder hereby grants his consent for this purpose. Good standing with SA Revenue Services ▪ Determine whether an original valid tax clearance certificate has been submitted. ▪ The Bidder must affix an original valid Tax Clearance Certificate If the Tender does not meet the requirements contained in the GLM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation. Penalties The Greater Letaba Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed: ▪ Cancel the contract and recover all losses or damages incurred or sustained from the Bidder. ▪ Impose a financial penalty at the discretion of Council ▪ Restrict the contractor, its shareholders and directors on obtaining any business from the Greater Letaba Municipality for a period of 5 years
F.3.11.5	Method 2 Method 2: Financial offer and preference will be used to evaluate tenderers.
F.3.11.6	The additional conditions of Bid Document 1 Greater Letaba Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project. 2 The Greater Letaba Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.

MBD FORMS

PART A

INVITATION TO BID

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

SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM UNIT	CONTACT PERSON	Shihundla J
CONTACT PERSON	Maffa TC	TELEPHONE NUMBER	(079) 141 6751
TELEPHONE NUMBER	087 086 7522	FACSIMILE NUMBER	015 309 9246
FACSIMILE NUMBER	015 309 9246	E-MAIL ADDRESS	Shihundlaj@glm.gov.za
E-MAIL ADDRESS	thapelom@glm.gov.za		

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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

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

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

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

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

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

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

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

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

*Delete if not applicable

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

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

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

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

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

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

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

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

*Delete if not applicable

PRICE ADJUSTMENTS

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

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

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.

- Index..... Dated..... Index..... Dated..... Index..... Dated.....
Index..... Dated..... Index..... Dated..... Index..... Dated.....

- [illegible]

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

"State" means -

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document?

YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between

YES/NO

2.10.1 If so, furnish particulars.

[illegible]

YES/NO

[illegible][illegible]

4 DECLARATION

I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or} & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \end{array}$$

Where

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

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.

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

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT)

CAPACITY

SIGNATURE

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? or Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Is the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
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 ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js9141w 4

TERMS AND CONDITIONS

TERMS AND CONDITIONS

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

1. Propriety Information:

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

2. Enquiries

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

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

Telephone Number: 079 141 6751

Fax number: 015 309 9246

Contact Person: Mr. Shihundla J

3. Medium of Communication

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

4. Verification of Documents

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

5. Validity period

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

6. Submission of Bids

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)