

MOPANI DISTRICT MUNICIPALITY



SUPPLY CHAIN MANAGEMENT

BID NO : MDM 2018-021

BID DESCRIPTION : PANEL OF CONTRACTORS FOR THE CIVIL, MECHANICAL, ELECTRICAL WORKS / SERVICES IN MOPANI DISTRICT MUNICIPALITY 12 MONTHS FRAMEWORK CONTRACT CIDB GRADING 1-3

BIDDER NAME :

CSD NO :

CIDB CRS NO :

CIDB GRADE :

CLOSING DATE : 01 MARCH 2019 @ 12H00



MDB 1: Invitation/Advert



MOPANI DISTRICT MUNICIPALITY

Government Buildings, Main Road
Private Bag X9687
Giyani

Tel: +27 15 811 6300
Fax: +27 15 812 4301
Email: basa@mopani.gov.za

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOPANI DISTRICT MUNICIPALITY

BID NUMBER: MDM 2018-021 CLOSING DATE: 14 MARCH 2019 CLOSING TIME: 12H00

DESCRIPTION PANEL OF CONTRACTORS FOR THE CIVIL, MECHANICAL, ELECTRICAL WORKS / SERVICES IN
MOPANI DISTRICT MUNICIPALITY 12 MONTHS FRAMEWORK CONTRACT CIDB GRADING 1-3

BRIEFING SESSION **08 MARCH 2019 @ 11H00** IN BA-PHALABORWA LULEKANI WATER SATELLITE OFFICES

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS WITH ATTACHMENTS SHOULD BE DEPOSITED IN THE BID BOX SITUATED AT
MOPANI DISTRICT MUNICIPALITY'S MAIN OFFICE ENTRANCE OF GOVERNMENT BUILDING MAIN STREET, GIYANI A

SUPPLIER INFORMATION

Name of bidder

Postal address

Street/physical address

Telephone number

Cell phone number

Facsimile number

E-mail address

Tax Income number

Vat registration number

Tax compliance status

☐ Yes ☐ NO

TCS

PIN:

CSD 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] [TICK APPLICABLE BOX]

B-BBEE status

Level:.....

☐ Yes ☐ NO

Verification certificate

☐ Yes ☐ NO

B-BBEE status level sworn affidavit

☐ Yes ☐ NO

Number of days takes to
deliver after receiving
Appointment Letter & SLA

Contract Period

..... Months

Total number of items
offered

TOTAL BID PRICE

R

Name of Authorise

Capacity under
which this bid is
signed

Identity Document Number

Signature of bidder

.....

Date

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

Department

Budget & Treasury Office

Engineering Services

Engineering Services

Contact person

Oli Hlayisi

P Shilowa

ML Mosomane

Telephone number

084 617 1445

015 811 6300

015 811 6300

Facsimile number

27 15 812 4301

015 812 4301

E-mail address

hlayisio@mopani.gov.za

mosomanem@mopani.gov.za

Are you the accredited representative in South Africa for the goods /services /works offered? ☐ Yes ☐ NO

Are you a foreign-based supplier or based outside MDM for the goods /services /works offered? ☐ Yes ☐ NO

[IF YES, ANSWER PART B:3 Foreign 3.1-3.5 / Outside MDM 3.6-3.7]



PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. Bids must be delivered by the stipulated time to the correct address will be considered.
- 1.2. Late bids will not be accepted for consideration.
- 1.3. **All bids must be submitted on the official forms provided–(not to be re-typed) or online**
- 1.4. 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.
- 1.5. Pre-requisite compliance: Proof Current active CIDB grading 1-3CE/EP/ME/SQ; Valid Tax clearance certificate with pin; CSD compliance in term of MFMA circular 90 (Printed between advert-closing date and by employer during SCM process); Certified copies of ID copies of all directors, Proof that municipal rates & taxes are not in arrears on all facilities for both company and director(s) (Statement of municipal rates and taxes Not older than 3 months / letter from traditional authority Not older than 3 months; NB: where the business operates in a leased property, please attach a lease agreement and municipal rates and taxes of the lessor), Proof of briefing session attendance

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 B3.
- 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 bidder must be registered on the central supplier database (CSD), provided CSD report printed between date of advertisement & closing date.

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 |
| 3.6. Is the entity a residing of the Limpopo Provinces? | ☐ YES ☐ NO |
| 3.7. Is the entity a residing of the Republic of South Africa (RSA)? | ☐ 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.



4. Further condition

- 4.1 Bid will be evaluated/adjudicated in term of Mopani District Municipality's SCM policy; Preferential Procurement regulation 2017; MFMA: SCM regulations & other Applicable legislations
- 4.2 Mopani District Municipality does not itself to accept the lowest or any bid; reserves right to appoint/cancel or accept whole or part of a bid or to negotiate further condition in term MFMA: SCM regulation 24, The valid period of the submitted bids is 90 days counting from opening/closing date,
- 4.3 Bidders shall complete & sign all Forms of Bid and initial each page; Agree/Accept General Conditions of Contracts, Special Conditions; Term of references, Specifications and any attachments which deemed to be condition of Contract between the parties.
- 4.4 Failure to complete all blank spaces in the forms and to attend to the other details mentioned herein will results into bid rejection/disqualified
- 4.5 Bidder that failed to quality on the selected category cidb grading will be disqualified and will not be evaluated on low non selected or lower category
- 4.6 Accounting Officer/Municipal Manager reserve right determine the size of panel;
- 4.7 listed on the panel does not guarantee work/future appointment;
- 4.8 Accounting Officer/Municipal Manager reserve right to invite competitive/close bidding process (selective project allocation) or single selection within framework contract or outside the panel;
- 4.9 NB: These bids are open to bidders with CIDB grading 1-3 CE/EP/ME/SN/SQ only, CIDB grading 1-3 are not eligible to bid
- 4.10 Accounting Officer reserve right to give the preference or advance listed contractor(s) located with Mopani District Municipality in term of SCM Policy clause 34 during project allocation.

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.

Only bids from bidder with cidb grading 1- 3 CE/ME/EP/EB will be considered

Specialist Works grade is acceptable or automatically listed with require grade of successful bidder

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



2 Definition of CIDB Classes of Construction Works

Civil Engineering (CE)

Construction Works primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure. Basic work: Water, sewerage, roads, railways, harbours and transport, urban development and municipal services.

Electrical Engineering Works – Building (EB)

Construction Works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation. Basic work: All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction.

Electrical Engineering Works – Infrastructure (EP)

Construction Works that are primarily concerned with development, extension, installation, removal, renovation, and alteration or dismantling of engineering infrastructure: relating to the generation, transmission and distribution of electricity; or which cannot be classified as EB. Basic work: Electrical power generation, transmission, control and distribution equipment and systems.

General Building Works (GB)

Construction Works that: a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or b) cannot be categorized in terms of the definitions provided for civil engineering works, electrical engineering works, mechanical engineering works, or specialist works. Building and ancillary works other than those categorized as: Civil engineering works; Electrical engineering works; Mechanical engineering works; Specialist works.

Mechanical Engineering Works (ME)

Construction Works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and materials handling Machine systems including those relating to the environment of building interiors; Gas transmission and distribution systems; Pipelines; Materials handling, lifting machinery, heating, ventilation and cooling, pumps; Continuous process systems, chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works, necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes

Specialist Works

SB The extension, installation, repair, maintenance or renewal, or removal of asphalt.

SJ The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures.

SC The development, extension, installation, removal and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support.

SK The installation, renewal, removal, alteration or dismantling, as relevant, of road markings and signage.

SD The development, extension, installation, repair, renewal, removal or alteration of corrosion protection systems (cathodic, anodic and electrolytic).

SL The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding.

SE Demolition of buildings and engineering infrastructure and blasting.

SM Timber buildings and structures.

SF The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation).



SN The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.

SG The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts.

SO The development, extension, installation, renewal, removal, alteration, or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services and plumbing).

SH The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works.

SQ The development, extension, installation, repairs, dismantling of precast walls, installation of wire perimeter fencing, diamond perimeter fencing, palisade steel fencing with posts and stay at intervals.

SI The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or dismantling of lifts, escalators, travellers and hoisting machinery.

Note: For the Electrical Engineering (EB) class of construction works the applicant must submit an originally certified and signed electrical contractor's certificate issued in the name of the enterprise, by the Department of Labour, *A complete set of financial statements is required for grading designation 3 to 9 accompanied by SARS VAT 201 forms with a corresponding VAT Statement of Account OR stamped business bank statements for the period in question for verification of turnover as stated on the financial statements

Important notes when submitting Track record

Letter of Award: An award letter must be on a letterhead of the client, must be addressed to the contractor who was awarded the contract and must include the tender/service order number and the contract amount. The award letter must be signed and dated by an official from the client.

Certificate of Completion: The Certificate of Completion must be on a letterhead of the client, must be addressed to the contractor who was awarded the contract and must include the tender/service order number and the contract amount. The Letter of Completion must be signed and dated by an official from the client.

Subcontracting work must be accompanied by a sub-contract agreement.

Joint Venture work must be accompanied by the Joint Venture agreement.

Please note that track record equating to substantial **Supply of Materials, Provision of Labour and Plant Hire** will not be accepted as Track Record for cidb registration.

Potentially Emerging Enterprises

A registered, potentially emerging contractor may be awarded a contract at one level higher than the enterprise's registered contractor grading designation, if the client or employer is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and Ensures that financial, management or other support is provided - in the context of a targeted development programme– to enable the contractor to successfully execute that contract.

Joint Ventures

- A joint venture is a grouping of two or more contractors who jointly undertake to perform a construction works contract.
- Any enterprise that tenders or enters into a contract for construction works with the public sector, must be registered. Once-off joint ventures do not have to register. Each partner of the joint venture must be separately registered and the lead partner must have a contractor grading designation not lower than one level below the required grading designation in the class of construction works under consideration. The contractor grading designation for a once-off joint venture is assessed by the client, based on:
 - the sum of the best annual turnover of all the members of the joint venture;
 - the sum of the available capital of all the members of the joint venture; and
 - the cidb has developed a calculator to enable assessment of joint ventures.



3 INFORMATION REQUIRED FOR BID EVALUATION PURPOSES

CIDB GRADE ESELECTION TABLE (NO FUNCTIONALITY CRITERIA / TESTING IN THIS CATEGORY)

Grade	Maximum value of contract	CE	ME	EB	EP	Contractor signature
1	R 200 000	☐	☐	☐	☐	_____
2	R 650 000	☐	☐	☐	☐	_____
3	R 2 000 000	☐	☐	☐	☐	_____

NB: print recent cidb of www.cidb.org.za (between date of advert & closing date)

2.1 EXPERIENCE

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

Client	Project Number	Contract Value	Contract Period

NB: applicable to experience bidder

2.2 PROPERTY; PLANT & EQUIPMENT (ATTACH PROOF OF OWNERSHIP)

List of required PPE for this project if bidder owned

Set of PPE	Description	Registration / serial no	Owned
TLB			
Excavator			
Plate compactor			
Water Tanker			
Excavator			
LVD 4x4			

Complete if applicable

Bidder Signature: _____



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

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

Account Holder: _____

Bank: _____

Branch: _____

Account Type: _____

Account Number: _____

Branch Code: _____ Bank Rating _____

Date Bank stamp

CONFIRMATION OF BANKING DETAILS BY BANK OFFICIAL

Surname : _____

Designation of the official

Work telephone no

Bank fax no

E-mail address

SIGNATURE OF THE BANK OFFICIAL: _____

Date _____

Addition Financial Accounts:

Name of Financial Institution	Type of Account	Account Number	Bank Rating

2.4 KEY PERSONNEL EXPERIENCE

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

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



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

Curriculum Vitae of Key Personnel (Contract Manager)

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

Name:		Gender:
ID / Passport No:		Nationality:
Contact No:		Race:
Profession / Current position:		Years as Safety Officer:
Professional Registration Number:		Year obtained
Undergraduate Qualifications in engineering field:		Year obtained
High Qualifications in engineering field:		Year obtained
Name of Employer (firm):		Years with firm:
<u>Employment Record</u>		Years with firm:
Company	Period	Capacity
<u>Experience Record Pertinent to Required service: (Please list the projects, value and year)</u>		
Project Name	Value	Year

Certification:

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

.....
Signature of person named in the schedule
Curriculum Vitae of Key Personnel (Site Agent)

.....
Date



Curriculum Vitae of Key Personnel (Safety Officer 1)

Provide separate forms for each position listed in Form: Key Personnel if employed by bidder

Name:	Gender:	
ID / Passport No:	Nationality:	
Contact No:	Race:	
Profession / Current position:	Years as Safety Officer:	
Professional Registration Number:	Years obtained	
High Qualifications in engineering field:		
Name of Employer (firm):	Years with firm:	
<u>Employment Record:</u>		
Company	Period	Capacity
<u>Experience Record Pertinent to Required service:</u>		
Project Name	Value	Year

Certification:

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

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

.....
Date



2.5. TRIBAL AUTHORITY /MUNICIPAL ACCOUNT DECLARATION FORM

Proof that municipal rates and taxes are not in arrears

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

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

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

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

SIGNATURE OF BIDDER:

DATE:



Certificate of Authority

Indicate the status of the Tenderer by ticking the appropriate box hereunder.

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

Certificate for Joint Venture

This Returnable Schedule is to be completed by joint ventures.

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

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

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



3. Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: Proof of CSD registration ie MA xxxxxxxxx

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

.....

SARS Tax Compliance status Pin number

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary



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

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

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

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

*insert separate page if necessary

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

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

Signed _____

Date _____

Name _____

Position _____

Enterprise
name _____



Certificate of Attendance at Clarification Meeting

This is to certify that *(bidder name)*.....

of *(address)*.....

..... authorise the person(s) named below to
present above mention company at compulsory meeting held with all bidders at *(location)*

.....

..... on *(date)*..... starting at *(time)*

Particulars of person(s) attending the meeting:

Name: ID

Capacity: Contact detail

E-mail:

I / We representative
of bidder acknowledge that have complete & signed attendance register circulated by the Employer;
understand the purpose of the meeting is to acquaint myself / ourselves with the Tender requirement &
specification in order for me / us to take account of everything necessary when compiling our tender,

**Attendance of the above person(s) at the meeting representing the bidder shall be
confirmed by the Employer during bid evaluation process against the official
attendance register circulated on meeting**



4. GENERAL CONDITIONS OF CONTRACT



GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY REPUBLIC OF SOUTH AFRICA

GOVERNMENT PROCUREMENT: MOPANI DISTRICT MUNICIPALITY GENERAL CONDITIONS OF CONTRACT JULY 2010

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
 - (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government. In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
- ☐ The General Conditions of Contract will form part of all bid documents and may not be amended.
 - ☐ Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.



TABLE OF CLAUSES

1. Definitions
2. Application
3. General
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5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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17. Prices
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21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices



1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 “Acceptable bid” means any bid, which, in all respects, complies with the specifications and conditions of the bid as set out in the bid document.
- 1.2 “Bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of State for the provision of goods, works or services.
- 1.3 “Black enterprise” means an enterprise that is 50,1% owned by black persons and where there is substantial management control. Ownership refers to economic interest while management refers to the membership of any board or similar governing body of the enterprise.
- 1.4 “Black empowered enterprise” means an enterprise that is at least 25,1% owned by black persons and where there is substantial management control. Ownership refers to economic interests. Management refers to executive directors. This is whether the black enterprise has control or not.
- 1.5 “Black people” includes all African, Coloured or Indian persons who are South African citizens by birth or by descent or who were naturalised prior to the commencement of the constitution in 1993. In addition, the term also includes black people who became South African citizens after the constitution’s commencement but who would have been able to be naturalised prior to this, were it not for the Apartheid laws which prohibited naturalisation of certain persons. This means that an African, Coloured or Indian person who was not a South African citizen before the commencement of the constitution in 1993 but who would have been entitled to apply to be naturalised prior to 1993, will also be considered a black person and therefore a beneficiary of BEE.
- 1.6 “Black woman-owned enterprise” means an enterprise with at least 25,1% representation of black women within the black equity and management portion.
- 1.7 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.8 “Comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 1.9 “Community or broad-based enterprise” means an enterprise that has an empowerment shareholder who represents a broad base of members such as a local community or where the benefits support a target group, for example black women, people living with disabilities, the youth and workers. Shares are held via direct equity, non-profit organisations and trusts.

Benefits from the shareholding should in a measurable sense be directed towards the uplifting of the community through job creation, welfare, skills development, entrepreneurship and human rights. At the same time, directors and management of groups should significantly comprise black persons.

These arrangements are appropriate in situations where the activities or operations of an enterprise or industry directly impact on a community or are located in a community, or may benefit a community. Notable examples are large industrial projects, mining and tourism. Other instances, which do assist in broadening the shareholder base, are employee share ownership schemes; these are a viable empowerment shareholder option. In this and other circumstances, these arrangements should not detract from the ability of the shareholder to exercise significant influence or control over the operations of the business.



- 1.10 "Consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 1.11 "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.
- 1.12 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.13 "Control" means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 1.14 "Co-operative or collective enterprise" is an autonomous association of persons who voluntarily join together to meet their economic, social and cultural needs and aspirations through the formation of a jointly-owned enterprise and democratically controlled enterprise.
- 1.15 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.16 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.17 "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.
- 1.18 "Day" means calendar day.
- 1.19 "Delivery" means delivery in compliance with the conditions of the contract or order.
- 1.20 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.21 "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.
- 1.22 "Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 1.23 "Dumping" occurs when a private enterprise abroad markets 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.
- 1.24 "Equity Ownership" means the percentage ownership and control, exercised by individuals within an enterprise.
- 1.25 "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.

- 1.26 “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.
- 1.27 “GCC” means the General Conditions of Contract.
- 1.28 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.29 “Historically Disadvantaged Individual (HDI)” means a South African citizen -
- 1.29.1 who, due to the Apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993) (“the interim Constitution); and/or
- 1.29.2 Who is a female; and/or
- 1.29.3 Who has a disability?
- provided that a person who obtained South African citizenship on or after the coming into effect of the Interim Constitution, is deemed not to be a HDI.
- 1.30 “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.
- 1.31 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.32 “Management” means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 1.33 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.34 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.35 “Owned” means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 1.36 “Parliament” means Parliament of the Republic of South Africa as set out in Chapter Four of the Constitution.



- 1.37 "Person" includes reference to a juristic person.
- 1.38 "Project site" where applicable, means the place indicated in bidding documents.
- 1.39 "Purchaser" means the organization purchasing the goods.
- 1.40 "Rand value" means the total estimated value of a contract in Rand denomination that is calculated at the time of the bid invitations, and includes all applicable taxes and excise duties.
- 1.41 "Republic" or "RSA" means the Republic of South Africa.
- 1.42 "RFP" means Request for Bids.
- 1.43 "RFT" means Request for Tender.
- 1.44 "RFQ" means Request for Quotation.
- 1.45 "SCC" means the Special Conditions of Contract.
- 1.46 "Secretary" means the Secretary to Parliament.
- 1.47 "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.
- 1.48 "Specific contract participation goals" means the goals as stipulated in the Preferential Procurement Regulations, 2001. In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of State to give particular consideration to procuring locally manufactured products.
- 1.49 "Small, Medium and Micro Enterprises (SMMEs) bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act 102 of 1996).
- 1.50 "Sub-contracting" means the primary contractor's assigning or leasing or making out work to, or employing another person to support such a primary contractor in the execution of part of a project in terms of the contract.
- 1.51 "Trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 1.52 "Trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 1.53 "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 can be accessed electronically from www.mopani.gov.za
4. Standards
 - 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information; inspection
 - 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
 - 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 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 Parliament or an organisation acting on behalf of Parliament.
- 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 by the bidder in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.



12. Transportation
 - 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services
 - 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
 - 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts
 - 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty
 - 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
 - 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
 - 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
 - 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.



- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
16. Payment
 - 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
 - 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
 - 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
 - 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices
 - 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Variation orders
 - 18.1 In cases where the estimated value of the envisaged changes in purchase does Not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
19. Assignment
 - 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts
 - 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance
 - 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
 - 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
 - 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.



- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22. Penalties
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23. Termination for default
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) If the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
24. Anti-dumping and countervailing duties and rights
- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or



rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language



- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, Parliament 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 (SARS).
33. Transfer of contracts
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
34. Amendment of contracts
- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
35. Prohibition of restrictive practices
- 35.1 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.
- 35.2 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 section 59 of the Competition Act No 89 Of 1998.
- 35.3 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

GENERAL PROCEDURES

1. General Directives

- 1.1 The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders and contracts, unless otherwise approved by the Council prior to the invitation of the bids.
- 1.2 Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
- 1.3 Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
- 1.4. The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.
- 1.5 Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.
- 1.5 All bids with regard to the bidding of a service e.g. materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.
- 1.6. The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.
2. Process for competitive bidding Following are procedures for a competitive bidding process for each of the following stages:
 - 2.1 Compilation of bidding documentation
 - (a) Take into account –
 - The general conditions of contract;
 - Any Treasury guidelines on bid documentation; and
 - The requirement of the Construction Industry Development Board, in the case of a bid relating to construction, Replacement or refurbishment of buildings or infrastructure.
 - Include evaluation and adjudication criteria, including any criteria required by other applicable legislation.
 - Compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted as MBD 4
 - Require the bidders to furnish the following if the value of the transaction is expected to exceed R10 million (VAT included) or contract period exceed twelve months:
 - If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statement –
 - For the past three years; or
 - Since their establishment if establishment during the past three years
 - A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payments is overdue for more than 30 days
 - Particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract



- A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic
- Stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

2.2 Issuing of bid documents

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

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

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

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

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

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

2.3 issuing / Payment of bid documents

The non - refundable fee of R350 (Mopani District Municipality reserve the right to increase non – refundable fee anytime) to be paid at Revenue offices before issuing bid document if started on bid Advert. SCM to ensure that only bona fide bidders collect documentation up on producing valid receipt, ensure that the information of bidder & receipt are recorded, and ensure recover on printing costs. NB: Bid documents will only be issued after payment of the above mention non Refundable amounts payable to Revenue office

2.4 Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

- (i) Invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Bid Bulletin) and
- (ii) Public advertisement must contain the following:
 - The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included) or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and
- (iii) Accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process
- (iv) Bids submitted must be sealed.
- (v) The following information must appear in any advertisement:



- * Bid number & Description of the requirements
 - * Payable Non – Refundable fee where applicable to be paid before issuing bid documents
 - * The place where the bid documents can be obtained / submitted / open
 - * The date, time and venue where site inspection/briefing session will be (if applicable);
 - * Closing date and time;
 - * The name and telephone numbers of the contact person for any enquiries.
 - * Name of Municipal manager or Acting Accounting Officer
- 2.5 Site meetings of briefing sessions
- A fully explanatory site inspection must be conducted before the close of the bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.
- It should be a condition that prospective bidders attend a site inspection and non- attendance should invalidate a bid, where a site inspection/briefing session is applicable.
- 2.6 Handling of bids submitted in response to public invitation
- (a) Closing of bids
- All bids will close at 12H00 on a date as stipulated on the advertisement, which must be reflected in the bid document. Bids are late if they are received at the address indicated in the bid documents after the closing date and time. A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by and explanation.
- (b) Opening of bids
- Bids are opened in public as soon as possible after the closure by at least two Municipal Official in the presence of the Deputy Manager Supply Chain Management or his/her delegate. The official opening the bids should in each case read out the name of the bidder and the amount of the bid. The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the persons opening it and of the person in whose presence it was opened. Bids should be recorded in a register kept for that purpose.
- 2.7 Validity of the bids
- The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid closure endorsed on the front cover of the bid document. Should the validity period expires on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date. MDM reserve right to extend the valid period up - to 180day (6 months)
- 2.8 Consideration of bids
- The Council takes all bids duly admitted into consideration.
- The Council reserves the right to accept the lowest or any bid received
 - The decision by the Municipality regarding the awarding of a contract must be final and binding
- 2.9 Evaluation of bids
- The following are criteria against which all bids responses will be evaluated:
- a) Compliance with bid conditions
 - b) Bid submitted on time
 - c) Bid forms completely filled, signed and each page initialled
 - d) Proof of registration with CSD & printed current report
 - e) Certified ID copies
 - f) Proof of work experience (attach CV)
 - g) Original or certified copy of B-BBEE Certificate (MBD 6.1)
 - h) Proof of registration with CIDB
 - i) Submission of an Valid Tax Clearance Certificate with pin & CSD tax compliant, MBD 2
 - j) Submission of Company Registration Certificate
 - k) Submission of a Joint Venture Agreement, which has been properly signed by all parties
 - L) submission Statement of municipal rates and taxes / tribal authority letter



- M) Meeting technical specifications and comply with bid conditions;
 - N) Financial ability to execute the contract; and
 - O) The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives, points scored for price and / or points scored for functionality if applicable.
 - P) Not listed on National treasury list of restricted suppliers/register & active on CSD
- 2.10 Evaluation of bids on functionality where applicable and then price I term of PPPFA regulation 2017
- (i)) All bids where functionality is applicable will be evaluated first on functionality, only bidders' score required minimum points will qualify for second stage for further evaluation in term of started point scoring system on MBD 1 advert/invitation to bid
 - (ii) Mopani District Municipality shall in the bid documents indicate if, in respect of a particular bid invitation that bids will be evaluated on functionality; price & B-BBEE.
 - (ii) The total points allowed for price may, In respect of bids with an estimated Rand value above R50, 000,000.00, no exceed 90 points and less than R50 000 000.00 shall not exceed 80 points
 - (iii) When evaluating bids contemplated in this item, the points for functionality must be calculated for each individual bidder
 - (vii) The number of points scored for achieving Government's Broad-Based Black Economic Empowerment Objectives must be calculated separately and must be added to points of price.
 - (iv) Only bid with the highest number of points be selected/recommended for award.
- 2.11 Acceptance of bids
- Successful bidders must be notified at least by registered post/fax/e-mail of the acceptance of their bids, but that acceptance however, will only take effect after completion of the prescribed contract form in term of MFMA section 116. Unsuccessful bids should not be returned to bidders, but should be placed on record for audit purposes. A register or records should be kept of all bids accepted
- 2.12 Cancellation and re-invitation of bids
- (i) MDM reserve the right to withdraw advertise bid at any time due to non-compliances
 - (ii) In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 ,000,000.00, the bid invitation must be cancelled.
 - (iii) In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50,000,000.00, the bid must be cancelled.
 - (iv) In the event that the Municipality has cancelled a bid invitation as contemplated in sub regulations (ii) and (iii) must re-invite bids and, must, in the bid documents stipulate the correct preference point system to be applied.
 - (a) A bid may be cancelled before award if:
Due to changed circumstances, there is no longer a need for the goods, works or services offered, or Funds are no longer available to cover the total envisaged expenditure, or No acceptable bids were received
- 2.12 Publication of bid information
- The particulars of the successful bidders should be published in the Municipality's Bid Bulletin as well as the website; Notice board. Successful bidder shall be issued with appointment letter/official order where acceptance letter will be request from such bidder then service provider shall be required to enter in service level agreement (SLA) in of MFMA section 116 with MDM



2.13 Invoices and Payment

Up on completion of project / delivering goods or rendering services service provider shall submit detailed Tax Invoice to SCM office, such invoice will be stamp with dated official stamp and Mopani District Municipality to settle such Tax Invoice in 30 days counting from date of receive/stamp, MDM may notify the bidder wherever unable to settle Tax invoice within prescribe timeframe. Mopani District municipality does not bind itself the pay cession agreement or milestone of projects/services (No upfront/advice payment obligation) however bidder (s) are advice to contact government agencies such as LEDA; SEDA; LimDev; DBSA... or Financial institution for assistance on running cost of the project/goods/services.



5. Annexure: Standard Conditions of Tender

As published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 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 conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **Conflict of interest** means any situation in which:
 - i) Someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) An individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or



- iii) Incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **Comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **Organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **Functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names



of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer



F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.



F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer’s name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer’s address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as “SUBSTITUTE”.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.



F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda



If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

a) complies with the requirements of these Conditions of Tender,



- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.



F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be 4 evaluated further in terms of the preference points system

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for price.

W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = 80 \times \left(1 + \frac{(P - P_m)}{P_m}\right)$	$A = 90 \times \left(1 + \frac{(P - P_m)}{P_m}\right)$
2	Lowest price or percentage commission / fee	$A = 80 \times \left(1 - \frac{(P - P_m)}{P_m}\right)$	$A = 90 \times \left(1 - \frac{(P - P_m)}{P_m}\right)$
^a P_m is the comparative offer of the most favourable tender offer. P is the comparative offer of tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

where: S_O is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission; and

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data



F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken



Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- ☐ ☐ Procurement planning process
- ☐ ☐ Procurement method and evaluation process
- ☐ ☐ Contract type
- ☐ ☐ Contract status
- ☐ ☐ Number of firms tendering
- ☐ ☐ Cost estimate
- ☐ ☐ Contract title
- ☐ ☐ Contract firm(s)
- ☐ ☐ Contract price
- ☐ ☐ Contract scope of work
- ☐ ☐ Contract start date and duration
- ☐ ☐ Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.



6. GENERAL SPECIFICATION FOR CIVIL, MECHANICAL AND ELECTRICAL CONTRACTORS

6.1. PROCEDURE FOR ALLOCATION OF PROJECTS WITHIN FRAMEWORK AGREEMENT

6.1.1. Purpose

This framework agreement is developed to support Mopani District Municipality's project objectives in the delivery of new infrastructure / maintaining / refurbishment the current existing infrastructure. This framework agreement is developed to minimise the delays between activities and to permit activities to be undertaken out of sequence to ensure that projects are delivered on time, on budget and within shorter time frames.

6.1.2. Bid Committees

Accounting Officer will establish bid committees in term of MDM Policy Clauses 26-29 (Bid Specification Committee, Bid Evaluation Committee and Bid Adjudication Committee) to consider allocations of projects within framework agreement. The composition of bid committees must be in line with the constitution and quorums as dictated by Mopani District Municipality's supply chain management policy and municipal supply chain regulations.

6.1.3. Negotiation procedure/Deviation

Mopani District Municipality may solicit a tender offer from a single tenderer within the framework agreement who in the opinion of the municipality is the most suited to provide the work associated with the project. Reasons for selecting such a tenderer must be approved by the Accounting Officer. The tender offer from the selected tenderer must be evaluated by the evaluation committee and adjudicated by the adjudication committee before approval and appointment by the Accounting Officer.

6.1.4. Open procedure

Mopani District Municipality will open competition amongst framework contractors participating in the framework agreements covering a particular scope of work. All framework contractors who qualify for and advertised project may submit their tender offers for consideration by Mopani District Municipality.

6.1.5. Bids/ Allocation invitation

The accounting Officer shall approve bid specification from bid specification committee and framework agreement advertisement in term of SCM policy clause 27: Framework agreement advertisement will be place on Mopani District Municipality's website and Notice board inviting qualified bidders listed on thus framework contract to bid *e.g. only all listed contractor on framework contract no: MDM 2018-021 are invited to bid for MDM 2018-021W00: Fixing of leaking pipes at village*

Table 3: Procurement activities and gates associated with the issuing of an order above the quotation threshold in terms of a framework agreement

Activity	Key action		Person assigned responsibility to perform key action
1 FG1	Confirm justifiable reasons for selecting a framework contractor where there is more than one framework agreement covering	Confirm reasons submitted for not requiring competition amongst framework contractors or instruct that quotations be invited	Municipal Manager



	the same scope of work		
2 FG2	Obtain approval for procurement documents	Grant approval for the issuing of the procurement documents	Bid Specification Committee / Municipal Manager
3 FG3	Confirm that budgets are in place	Confirm that finance is available so that the order may be issued	Chief Financial Officer / Snr Manager: User Dept.
4FG4	Issue Task/Package Order	Issue draft task/package order to a contractor or issue quotation documents to all or qualifying contractors who have framework contracts.	Municipal Manager / Publication (invitation place on website or notice board)
5FG6	Authorise the issuing of the order Issue Task/Package Order	Review evaluation report and confirm or reject recommendations. Finalise order / Formally accept the offer in writing and issue the contractor with a signed copy of the order task	Bid Evaluation committee – Bid Adjudication Committee Municipal Manager

6.1.6. Timeframe for invitation

All framework agreement bids will be advertised for at least Ten (10) days on the website and on the notice board.

6.1.7. Standard tender evaluation method

6.1.7.1. Financial offer and preference

- 6.1.7.1.1. Tenders will be scored points for financial offer.
- 6.1.7.1.2. Bid committees shall confirm tenderers that are eligible for the preference points claims are eligible for those preferences claimed and if so, score tender evaluation points for preference points.
- 6.1.7.1.3. Calculate total tender evaluation points.
- 6.1.7.1.4. Rank tender offers from highest number of evaluation points to lowest number of evaluation points.
- 6.1.7.1.5. Recommend tenderer with the highest number of tender evaluation points for the award of the contract.

6.1.7.2. Financial offer, quality and preferences

- 6.1.7.2.1. Score quality, rejecting all tenders that fail to score the minimum number of points for quality/ functionality in the tender data, if any.
- 6.1.7.2.2. Tenders will be scored points for financial offer.
- 6.1.7.2.3. Bid committees shall confirm tenderers that are eligible for the preference points claims are eligible for those preferences claimed and if so, score tender evaluation points for preference points.
- 6.1.7.2.4. Calculate total tender evaluation points.
- 6.1.7.2.5. Rank tender offers from highest number of evaluation points to lowest number of evaluation points.
- 6.1.7.2.6. Rank tender offers from highest number of evaluation points to lowest number of evaluation points.

6.1.8. BILL OF QUANTITIES

The project scope and specifications shall be developed together with the bill of quantities for specific project when the need arise. Successful bidders will be provided for pricing of the works and evaluation by Mopani District Municipality and award of the project. Upon acceptance of the prices of the contractor, the rates shall be firm for the duration of the allocated project.



6.2. PREAMBLE TO SCOPE OF WORK

6.2.1. GENERAL

This section specifies and describes the supplies, services and Engineering where applicable and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed.

6.2.2. GENERAL SCOPE

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

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

6.2.2.3. The works is for the construction, upgrade and refurbishment of various infrastructural components within the Mopani District Municipality jurisdictional area on as and when required basis for a period of 12 months . Successful service providers will be listed into the data base of the Municipality for project allocation upon price evaluations (close bidding process). The process will involve submission of prices from the contractors appointed on the data base when the need arises for the work. Furthermore, the municipality does not commit to raise expectations that contractors on the data base are guaranteed with the work.

6.2.3. STATUS

The Project Specifications together with the drawings and Schedule of Quantity incorporated upon acceptance and agreement shall be applicable to this Contract. In the event of any discrepancy between parts of the Standard Specification and the Project Specifications, the latter shall take precedence and shall govern.

6.3. PROJECT DESCRIPTION AND GENERAL INFORMATION; DESCRIPTION OF THE WORKS AND EMPLOYER'S OBJECTIVES

The primary objective of project is to deliver & maintain public infrastructure in the Mopani District Municipality jurisdictional area on an as and when required basis. The secondary objective of the project is that optimum utilization shall be made of the resources within the local community and that these resources shall be improved and enhanced through their participation in the execution of the works. The project to be implemented has taken into cognizance the prescripts of EPWP and local SMMEs. Tenderer will be appointed for work in their CIDB grading category only.

6.3.1. OVERVIEW OF THE WORKS

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

6.3.2. EXTENT OF THE WORKS

The primary activities of the project shall be developed for a specific project when the need arise and shall form part of the contract upon acceptance and agreement. The Contractor's obligations shall also include strict compliance with any Environmental requirements and/or reports deemed to form part of this Contract as well as any Occupational Health and Safety requirements. This description of the works is not necessarily complete and shall not limit the work to be carried out by the Contractor under the Contract. Approximate quantities of each type of work are given in the Schedule of Quantities.



6.3.3. LOCATIONS OF THE WORKS

The works are located in the Mopani District Municipality area in different local Municipalities villages, townships and suburbs.

6.3.4. BACKGROUND

Mopani District Municipality (MDM) is a licensed Water Services Authority (WSA) and Water Service Provider (WSP). Due to its WSA and WSP license, it is responsible for water provision for the following Local Municipalities within its jurisdiction:

- 6.3.4.1. Greater Giyani Municipality
- 6.3.4.2. Greater Tzaneen Municipality
- 6.3.4.3. Greater Letaba Municipality
- 6.3.4.4. Maruleng Local Municipality
- 6.3.4.5. Ba-Phalaborwa Local Municipality

6.3.5. HEALTH AND SAFETY SPECIFICATION FOR CONSTRUCTION WORK

- 6.3.5.1. In terms of Construction Regulation 5 (1) (b) of the Construction Regulations 2014, the Employer is required to compile an occupational health and safety specification for any intended project and to provide the specification to prospective tenderers.
- 6.3.5.2. The objective of this specification is to ensure that the principal Contractor entering into a contract with the Employer achieves and maintains an acceptable level of occupational health and safety performance. The specification provides the requirements that the principal Contractor and other Contractors shall comply with in order to reduce the risks associated with the contract work, and that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable and possible. The Contractor, appointed by the Employer in terms of Construction Regulation 5 (1) (k), is required to prepare an occupational health and safety plan. This plan has to be prepared in terms of Construction Regulation 7 (1) as well as the Employer's occupational health and safety specification. In terms of Construction Regulation 7 (1) (L), the Employer and the Principal Contractor are required to agree on the occupational health and safety plan before any work may commence.

6.3.6. ENVIRONMENTAL MANAGEMENT

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

6.3.7. QUERIES AND CONTRACTUAL DEVIATIONS

- 6.3.7.1. All services under this contract must be done in accordance with applicable legislation and/or recognised policies, standards and procedures.
- 6.3.7.2. All queries as well as the authority for any deviations from these technical specifications shall be directed to **Senior Manager: Water/Engineering Services** or his authorised representative, **Tel. (015) 811 6300**.
- 6.3.7.3. Any work outside the scope of this technical specifications, carried out without the express instructions of the above or his authorised representative, will not be paid for under the terms of this contract and will be for the account of the contractor.

6.3.8. LABOUR

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

- The Labour Relations Act;
- 6.3.8.1. The Basic Conditions of Employment Act;
- 6.3.8.2. The Employment Equity Act;
- 6.3.8.3. The Occupational Health and Safety Act and Regulations;



- 6.3.8.4. Unemployment Insurance Act;
- 6.3.8.5. The Compensation for Occupational Injuries and Diseases Act.
- 6.3.8.6. Any other legislation governing the employment of persons which is relevant to the execution of tasks as requested by the municipality.

6.3.9. SAFETY

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

6.3.10. QUALITY CONTROL AND INSPECTIONS

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

6.3.11. CAPABILITIES AND COMMITMENTS

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

6.4. PAYMENT INVOICES AND REPORTS

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

6.4.7. CONTRACT PROGRAM

The contracting services on this contract shall be supplied on a contractual basis for a period not 12 months or financial years or as decided by the Accounting Officer, from dates stipulated in the Service Level Agreement. The municipality's usage of the contracting services shall only be provided on as-needed basis so that if the demand is not there, then the services will not be requested.



6.4.8. COST CONTROL ±

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

6.5. SECTION A

6.5.1. TECHNICAL SPECIFICATION CIVIL CONTRACTORS

The bulk of end-consumer points for portable/waste water is through water pipes of types uPVC/HDPE varying in size from 50mm diameter to 650mm diameter linking water from Water Treatment Plant/Waste Water Treatment Plants / borehole to communities respectively.

6.5.2. NATURE AND SIZE OF WORK

- 6.5.2.1. The work entails the provision of portable water and waste water services on an as – and-when needed basis (ad-hoc). The service required shall include the following fields in Civil Constructing:
- 6.5.2.2. Trench excavation
- 6.5.2.3. Pipe bedding using either in-situ soil materials or material obtained from a commercial source
- 6.5.2.4. Pipe laying of varying sizes as specified in the project Bill of Quantities (Pricing)
- 6.5.2.5. Backfilling of pipes by either in-situ soil materials or material obtained from a commercial source
- 6.5.2.6. Supply and installation of pipe markers
- 6.5.2.7. Construction of concrete chambers of varying sizes as specified in the pricing tender
- 6.5.2.8. Construction of concrete Water Treatment Plant and Reservoirs for portable water or Waste Water Treatment Plant for sewage
- 6.5.2.9. The above list is not exhausted and contractors may provide more contracting fields within their capability and expertise for each on call service request;
- 6.5.2.10. The contractor and Mopani District Municipality will agree upon the scope and cost for the work or project;
- 6.5.2.11. Emergency work will also be providing in terms of the prevailing rates determined by the Mopani District Municipality and agreed between parties
- 6.5.2.12. Construction, maintenance, refurbishment & re-equipment borehole

6.5.3. COMMUNICATION AND LIAISON

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

6.6. SECTION B

6.6.1. SPECIFICATION FOR MECHANICAL CONTRACTORS

The bulk of end-consumer points for portable/waste water is through water pipes of types uPVC/HDPE varying in size from 50mm diameter to 650mm diameter/more linking water from Water Treatment Plant to communities or from communities to Waste Water Treatment Plants respectively.



6.6.2. NATURE AND SIZE OF WORK

- 6.6.2.1. The work entails the provision of portable water and waste water services on an as – and-when needed basis (ad-hoc). The service required shall include the following but not limited to the fields in Mechanical Installation for either Water Treatment Plant (Portable Water) and Waste Water Treatment Plant (Waste Water):
- 6.6.2.2. Water Treatment Plant (Portable Water)
- 6.6.2.3. Equipping
- 6.6.2.4. Pipe bedding using either in-situ soil materials or material obtained from a commercial source
- 6.6.2.5. Pipe laying of varying sizes as specified in the project Bill of Quantities (Pricing)
- 6.6.2.6. Backfilling of pipes by either in-situ soil materials or material obtained from a commercial source
- 6.6.2.7. Supply and installation of pipe markers
- 6.6.2.8. Construction of concrete chambers of varying sizes as specified in the pricing tender
- 6.6.2.9. Construction of concrete Water Treatment Plant and Reservoirs for portable water or Waste Water Treatment Plant for sewage
- 6.6.2.10. The above list is not exhausted and contractors may provide more contracting fields within their capability and expertise for each on call service request;
- 6.6.2.11. The contractor and Mopani District Municipality will agree upon the scope and cost for the work or project;
- 6.6.2.12. Emergency work will also be provided in terms of the prevailing rates determined by the Mopani District Municipality and agreed between parties.

6.6.3. COMMUNICATION AND LIAISON

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

6.7. SECTION C TECHNICAL SPECIFICATIONS FOR ELECTRICAL CONTRACTORS

6.7.1. GENERAL

- 6.7.1.1. This specification governs the responsibility for the designs, the materials of construction, the method of application, as well as the scope of work for the implementation of the services.
- 6.7.1.2. The contractor, being an expert in the electrical field will accurately evaluate the needs of the request for proposal and will submit sufficient evidence supporting the proposal.
- 6.7.1.3. Should there be any discrepancies, ambiguity, omissions, internal contradiction, or any feature that is unclear or that appears discriminatory or restrictive in the information supplied, the contractor will immediately inform **Hlayisi OP, Tel (015) 811 6300**, who will then endeavour to rectify the situation and will inform the Supply Chain Management Unit to ensure that comparable bids are received. Such information should reach the municipality within reasonable time before the closing date for the proposals.
- 6.7.1.4. Claims for extra work payments as a result of omissions in the request for proposals by the successful contractor will not be entertained.



6.7.2. SCOPE OF SERVICES / WORK

- 6.7.2.1.** The objective is to establish a pool of contractors to obtain Civil, Mechanical and Electrical contracting services for the Mopani District Municipality on an as-needed basis for a maximum duration of three (3) years. Service provider on panel shall: -
- 6.7.2.2. Provide personnel and services on an on-call, as needed basis.
- 6.7.2.3. Provide a full range of contracting services as listed in the nature of work above, including emergency services 'as and when' required.
- 6.7.2.4. Be appointed on a project or task shall act as an agent of the municipality and manage the services that should be rendered.
- 6.7.2.5. Be appointed on a specific project shall be authorised to perform the services in terms of the applicable safety requirements.
- 6.7.2.6. Services for each contract will be provided on a negotiated basis, per work order.
- 6.7.2.7. No work is guaranteed under the agreement of being in a panel of contractors.
- 6.7.2.8. The municipality will select the contractor best qualified for the existing need based on the information submitted and the offer considered most advantageous to the municipality, price and other factors considered.

6.7.3. LEGISLATIVE IMPERATIVES

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

6.7.4. SUPPLY OF RESOURCES

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

6.7.5. PUBLIC LIABILITY INSURANCE

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

6.7.6. EXCLUSIONS

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



MBD 4 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. ¹"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.

²"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?

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

(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 any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars



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

Full Name	Identity Number	Personal Reference Number	Tax Persal Number	State Employee Number / Persal Number

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 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the BroadBased Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;



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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Number of points (90/10 system)
1	20	10
2	18	9
3	12	6
4	10	5



5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....% ii) The name of the sub-contractor..... iii) The B-BBEE status level of the sub-contractor.....

- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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



Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;



- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and (e) forward the matter for criminal prosecution.

Name of bidder..... Signature.....

Postal address Name (in print).....

..... Date.....



CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **Mopani District Municipality** in accordance with the requirements and specifications stipulated in bid number MDM 2017-057 at the price/s quoted. My offer/s remains 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

NAME OF FIRM

DATE

WITNESSES

1



CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as
.....accept your bid under reference number
.....dated.....for the supply of goods/works indicated hereunder and/or further
specified in the annexure(s)/parts.
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.



Annexure B

OCCUPATIONAL HEALTH AND SAFETY STANDARD SPECIFICATIONS.

Mopani District Municipality is committed to the highest standards of safety, health and environmental protection and promotes a culture of “non-tolerance”. Hence occupational health and safety issues should be considered not only for employees but also for contractor’s employees performing work on site or within any facilities of the institution.

The Mopani District Municipality undertakes to ensure that any appointed service provider / contractual supplier in his capacity for the execution of services to the MDM accepts liability to comply/abide and execute contract in line with the provisions of the OHS Act No 85 of 1993 as amended comprising the regulations promulgated in terms thereof.

Contractual supplier shall provide all staff working under contract with personnel protective clothing/uniforms; branded name of the service provider clearly distinguished from other entity and where possible name badges before commencement of the initial work/contract...

Contractual supplier upon signing SBD7 shall furnish registration number with the office of the Compensation Commissioner, undertake responsible for its employees, and stakeholders; people affected by its operations in terms of the OHS regulations promulgated in terms of OHS Act No 85 of 1993 and its Regulations from commencement to the end of contract/projects; service provider shall submit valid letter of good standing and ensure that it remain valid for duration of contract (does not expire while executing the contract).

The service provider warrants that all employees/stakeholders included are employees of any subcontractor or any associate are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 (“COIDA”) and that the cover shall remain in force / valid for the duration of the contract/projects.

2. STANDARD ITEMS TO BE INCLUDED IN CONTRACTOR OR SUPPLIERS SAFETY FILE;

- 2.1. SHE Policy
- 2.2. Safety Plan / SHE Specification
- 2.3. Fall Protection Plan
- 2.4. Company Organogram
- 2.5. Appointment Letters (OHS & Construction regulation)
- 2.6. Service Level Agreement (contract / Legal agreement)
- 2.7. Appointment Letter as Contractor
- 2.8. Risk Assessment
- 2.9. Emergency Evacuation / Preparedness Plan
- 2.10. OHS Act 85 of 1993: Section 37(2) Agreement
- 2.11. Construction regulation 5(3)(f) of the OHS Act 85 of 1993



- 2.12. Valid Letter of Good Standing
- 2.13. Notification of construction work
- 2.14. Contacts details of local Emergency Services
- 2.15. Inspection checklists
- 2.16. PPE Issue Register
- 2.17. Toolbox Talks / SHE Inductions
- 2.18. COID (Compensation for Occupational Injuries and Diseases Act)
- 2.19. Accident/Incident report (General Administrative Regulation 9(3) – Annexure 1
 - 2.19.1. Incident Reporting Procedure
 - 2.19.2. Incident Recording
- 2.20. Social Policies (HIV and AIDS, infection control and smoking policy awareness)
- 2.21. Personal information of company's staff (i.e. I.D copies, qualifications and medical records)
- 2.22. EMP (Environmental Management Plan)
- 2.23. Procedures / Standards
 - 2.23.1. Waste Management
 - 2.23.2. Hand Tools
 - 2.23.3. Site Traffic Management
 - 2.23.4. Site Hygiene
 - 2.23.5. Motorised Equipment
 - 2.23.6. Symbolic safety signs

The contractual service provider has been mandated to submit an Occupational Health and Safety report weekly or monthly as per SLA to Mopani District Municipality (**OHS Office no: 52**)

I/we _____ as presentative of _____
(firm name) undertake to comply with above OHS specification/requirement in executing thus contract

Contractor/Firm signature

Date

Maponya P. P
Occupational Health and Safety Officer
Mopani District Municipality

Date



MBD 8

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. wilfully 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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
Item	Question	Yes	No



4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	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. 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

Js367bW



MBD 9 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 number:

Bid Description:

In response to the invitation for the bid made by **Mopani District Municipality**

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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



- (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) Prices;
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid;
 - or (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- ³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

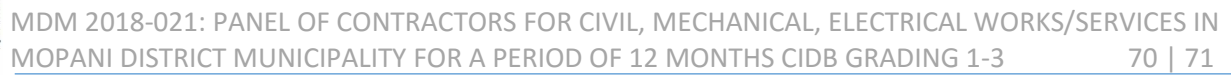
Date

.....

Position

.....

Name of Bidder



Copies of all Addenda to the tender documents which have been issued by the Employer will be inserted here by the Employer.

[illegible]



RETURNABLE DOCUMENTS

CHECKLIST ON MINIMUM REQUIREMENTS

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

No.	Minimum requirements	Tick	Comment if attached
1.	Compulsory briefing session attended		
2.	Complete original bid document		
3.	Current CSD valid reports;		
4.	Valid Tax Clearance Certificate with PIN;		
5.	CK/Company registration;		
6.	Certified ID copies of the shareholders;		
7.	Proof of Residence: Municipal statement account / letter from headman/Tribal Authority		
8.	Active CIDB Grading 1-3		
9.	Company registration certificate showing percentage of shareholders / membership interest		
10.	Initial each page of the Conditions of Contract		
11.	All MBD Forms must be completed and signed		
12.	In case of a Joint Venture, Association or Consortium a formal contract agreement		
13.	MDM Copy of receipt/Proof of payment for the tender payment		
14.	Certified Qualification of Key personnel		
15.	Certified ID of Key personnel		
16.	CV's of the all the team members/Key personnel		
17.	Company Experiences: Contactable Reference list of previous and current projects with Appointment letter/official order		
18.	Responded as per the scope of work (compliance to specification/ conditions or term of references)		

Service Provider Representative

Name

Signature