



CONTRACT NO: PWRT (R&T) 10/2021

TENDERS ARE HEREBY INVITED FOR THE APPOINTMENT OF CONTRACTORS FOR ROADS AND STORM WATER CLEANING PROJECTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS.

NAME OF TENDERER:

CENTRAL SUPPLIER
DATABASE (CSD)

MAAA

TAX COMPLIANCE STATUS
(TCS) PIN ON:

TELEPHONE No:

TELEFAX No:

E-MAIL ADDRESS:

ADDRESS:

MAY 2021

Issued by:

Municipal Manager
Mogale City Local Municipality
P O Box 94
KRUGERSDORP
1740

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PART A

INVITATION TO BID

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF MOGALE CITY LOCAL MUNICIPALITY

BID NUMBER:	PWRT (R&T)10/2021	CLOSING DATE:	29 JUNE 2021	CLOSING TIME:	11:00
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DESCRIPTION	TENDERS ARE HEREBY INVITED FOR THE APPOINTMENT OF CONTRACTORS FOR ROADS AND STORM WATER CLEANING PROJECTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

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

CNR. COMMISSIONER & MARKET STREET
CIVIC CENTRE
MOGALE CITY
KRUGERSDORP
1740

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ DIVISION	Supply Chain Management Unit	CONTACT PERSON	Johan Britz
CONTACT PERSON	Ofentse Matsose	TELEPHONE NUMBER	(011) 951 2141/ 082 448 5218
TELEPHONE NUMBER	(011)951 2177/2014/2541	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	johan.britz@mogalecity.gov.za
E-MAIL ADDRESS	ofentse.matsose@mogalecity.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

ADVERTISED: The Star
PUBLISHING DATE: Wednesday 26 May 2021
TENDER NO: PWRT (R&T) 10/2021

MOGALE CITY LOCAL MUNICIPALITY

Tenders are hereby invited for the following Office: Public Works, Road and Transport: Section: Road and Transport

TENDER NO: PWRT (R&T) 10/2021

TENDERS ARE HEREBY INVITED FOR THE APPOINTMENT OF CONTRACTORS FOR ROADS AND STORM WATER CLEANING PROJECTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS.

Adjudication: 80/20

Tenders will be evaluated using functionality evaluation criteria of **34 points** of which the service provider is required to score the minimum of **15 points** in order to be considered for further evaluation. Tenders will be evaluated using the 80/20 preference point system which awards **80 points for Price** and **20 points for attaining the BBBEE status level of contribution** in accordance with the table below:

BBBEE Status level of contributor	Number of points(80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Documents Collection: Documents can be downloaded from the e-portal or Mogale City Website.

Technical Enquiries: Johan Britz [Tel:\(011\) 951 2141](tel:0119512141)/ 082 448 5218

Tender Documents: Ofentse Matsose [Tel:\(011\) 951 2177/2014/0718846958](tel:011951217720140718846958)

Documents available: As from **Thursday 27 May 2021** on www.etenders.gov.za or www.mogalecity.gov.za

Closing date: Tuesday 29 June 2021

Time: 11:00

Tender Box

Venue: Tender boxes are situated at the reception desk of the Supply Chain Management Unit, situated on the upper level of the West Wing of the Mogale City Civic Centre, Corner Commissioner and Market Streets in Krugersdorp.

COMPULSORY TENDER DOCUMENTS:

1. **Tax Clearance Certificate / Tax Compliance Status documents with Pin.**
Each company within the Joint Venture / Consortium must submit Tax Clearance Certificate or a copy of Tax Compliance Status document with Pin
2. **Certified copies of directors ID.**
3. **Copy of latest municipal account which is not more than 3 months old at the time of closing.**
4. **The bidding entity as well as all its directors must submit Municipal account which is not more than three (3) months in arrears or valid lease agreement which is in the name of the business and or the directors, which must stipulate the responsibility of payment of municipal services.**
 - 6.1 **If the responsibility of payment of municipal services is that of the tenant/lessee, please provide proof of payment of those services.**
 - 6.2 **If the business operates from the different address as per CIPC document, affidavit must be provided**
- 7 **Central Supplier Database (CSD) registration summary report**
- 8 **Completed and Signed Schedule of Quantities**
- 9 **Authority of Signatory must be completed and signed in case of a business not sole proprietor or one-person business or board of director's resolution authorizing signature to sign off the bid documents.**
- 10 **MBD 1: Invitation to tender**
- 11 **MBD 4. Declaration of Interest.**
- 12 **MDB 5. Declaration of procurement above R10 million (vat included)**
- 13 **MBD 6.1 Preferential Points**
- 14 **MBD 8: Declaration of bidders past supply chain management practices**
- 15 **MBD 9: Certificate of independent bid determination.**

BIDDING TENDER CONDITIONS:

1. All suppliers of good & services are urged to register in the National Treasury web based Central Suppliers Database with Effect from 1 July 2016 @ www.csd.gov.za
2. As per National Treasury Instruction No.4 A of 2016/2017 National Treasury Supplier Database, organs of state must ensure that suppliers awarded business with the State, excluding instances mentioned in paragraph 3.3, are registered on the CSD prior to award letter/purchase order/signed contract being issued.
3. According to the amended Codes of Good Practice, an *Exempted Micro Enterprise (EME)* is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R10 million or less and level of Black ownership to claim BEE points
4. According to the amended Codes of Good Practice, Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R50 million or less and level of Black ownership to claim BEE points.
5. A trust, consortium or joint venture will qualify for points for the BBEE status level as a legal entity, provided that the entity submits their consolidated BBEE status level certificate. If a bidder does not submit a certificate substantiating the BBEE status level of contribution/ and Affidavit or is a non-compliant contributor, such bidder will score 0 out of the maximum of 10 points for BBEE.
6. Certified copies of their BEE certificates from an accredited BEE verification agency with their tender submission or sworn Affidavit.
7. Tenders by joint ventures are to be accompanied by the Document Formation of the joint venture, duly registered and authenticated by a Notary Public or other official deputized to witness sworn statements. This document must define precisely the conditions under which the joint venture will function, the period for which it will function, the persons authorized to

represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full appraisal of its functioning, including a clause to the effect that the members of the joint venture are jointly and severally bound.

8. No late tender will be accepted.
9. Telefax or e-mail tenders will not be accepted.
10. Tenders may only be submitted on the bid documents as provided by Mogale City. The use of tipp-ex is not allowed on the bid documents. Bids completed in pencil will be regarded as invalid bids. No page(s) may be removed from the original tender document
11. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document;
12. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration.
13. The Municipality reserves the right to reject the Bid if corrections are not made in accordance with the above.
14. The lowest or any tender will not necessarily be accepted, and Mogale City reserves the right to accept a tender in whole or in part.
15. The validity period for this tender is ninety (90) days.
16. A Corporate social responsibility contribution of one (1) percent inclusive of 15%VAT will be levied on all companies/ service providers appointed as successful bidders if such companies are not based in the area of jurisdiction of Mogale City.
17. The Municipality reserves the right to negotiate a fair market related price with recommended bidders after a competitive bidding process or price quotations
18. The Municipality reserves the right to appoint and not to appoint.
- 19. The Municipality may appoint more than one (1) service provider.**
20. All tender prices must be inclusive of VAT for all registered VAT vendors.
21. The bid will be evaluated on a 90/10 principle where 90 points will be price and 10 points is BBBEE component.
22. Tender documents may be downloaded from e-tender portal at www.etenders.gov.za as well as www.mogalecity.gov.za

**MR PRINGLE RAEDANI
MUNICIPAL MANAGER**

DECLARATION OF INTEREST

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

- 3.1 Full Name of bidder or his or her representative:.....
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, hareholder²):.....
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number:
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state? **YES / NO**
- 3.8.1 If yes, furnish particulars.
.....
.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

AMENDED PREFERENTIAL PROCUREMENT REGULATIONS WITH EFFECT FROM 1ST APRIL 2017

APPLICATION

2. These Regulations apply to organs of state as envisaged in the definition of organ of state in section 1 of the Act.¹

IDENTIFICATION OF PREFERENCE POINT SYSTEM, DESIGNATED SECTOR, PRE-QUALIFICATION CRITERIA, OBJECTIVE CRITERIA AND SUBCONTRACTING

1. An organ of state must-

(a) determine and stipulate in the tender documents-

(i) the preference point system applicable to the tender as envisaged in regulation 6 or 7; or

1 The definition of "organ of state" in section 1 of the Act in paragraph (a) to (e) includes-

- a national or provincial department as defined in the Public Finance Management Act, 1999;
- a municipality as contemplated in the Constitution;
- a constitutional institution as defined in the Public Finance Management Act;
- Parliament;
- a provincial legislature.

Paragraph (f) of the definition of organ of state in section 1 of the Act includes any other institution or category of institutions included in the definition of "organ of state" in section 239 of the Constitution and recognised by the Minister by notice in the *Government Gazette* as an institution or category of institutions to which the Act applies. Government Notice R. 501 of 8 June 2011 recognises, with effect from 7 December 2011, all public entities listed in Schedules 2 and 3 to the Public Finance Management Act, 1999, as institutions to which the Act applies. Note should be taken of notices issued from time to time in terms of paragraph (f) of this definition

The application of these Regulations is also subject to applicable exemptions approved in terms of section 3 of the Act.

(ii) if it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system;

(b) determine whether pre-qualification criteria are applicable to the tender as envisaged in regulation 4;

(c) determine whether the goods or services for which a tender is to be invited, are in a designated sector for local production and content as envisaged in regulation 8;

(d) determine whether compulsory subcontracting is applicable to the tender as envisaged in regulation 9; and

(e) determine whether objective criteria are applicable to the tender as envisaged in regulation 11.

PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT

4.(1) If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-

- (a) a tenderer having a stipulated minimum B-BBEE status level of contributor;
- (b) an EME or QSE;
- (c) a tenderer subcontracting a minimum of 30% to-
 - (i) an EME or QSE which is at least 51% owned by black people;
 - (ii) an EME or QSE which is at least 51% owned by black people who are youth;
 - (iii) an EME or QSE which is at least 51% owned by black people who are women;
 - (iv) (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
 - (v) (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - (vi) a cooperative which is at least 51% owned by black people;
 - (vii) (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;
 - (viii) an EME or QSE.

(2) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

SUBCONTRACTING AS CONDITION OF TENDER

9.(1) If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.

(2) If an organ of state applies subcontracting as contemplated in subregulation

(1), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-

(a) an EME or QSE;

(b) an EME or QSE which is at least 51% owned by black people;

(c) an EME or QSE which is at least 51% owned by black people who are youth;

(d) an EME or QSE which is at least 51% owned by black people who are women;

(e) an EME or QSE which is at least 51% owned by black people with disabilities;

(f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;

(g) a cooperative which is at least 51% owned by black people;

(h) an EME or QSE which is at least 51% owned by black people who are military veterans; or

(i) more than one of the categories referred to in paragraphs (a) to (h).

(3) The organ of state must make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in subregulation (2) from which the tenderer must select a supplier.

SUBCONTRACTING AFTER AWARD OF TENDER

12.(1) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.

(2) A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

(3) A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

DECLARATION OF PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

**FOR ALL PROCUREMENT EXPECTED TO EXCEED R10 MILLION (VAT INCLUDED),
BIDDERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:**

1 Are you by law required to prepare annual financial statements for auditing?

1.1 if yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

YES/NO

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

YES/NO

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

.....

3 Has any contract been awarded to you by organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES/NO

3.1 if yes, furnish

.....
.....

4 Will any portion of goods or services be sourced from outside the Republic, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

YES/NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MOGALE CITY LOCAL MUNICIPALITY

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:

- 80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS SERVICES FOR RAND VALUE EQUAL TO AND ABOVE R30 000 AND UPTO TO 50 MILLION (all applicable taxes included); and
- 90/10 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS WITH RAND VALUE ABOVE R50 MILLION (all applicable taxes included).

1.2 The value of this bid is estimated to **exceed** R50Million (all applicable taxes included) and therefore the **.....90/10...** preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency,

calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

- (p) **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“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; and
- (s) **“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.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS
SERVICES FOR RAND VALUE EQUAL TO AND ABOVE R30 000 AND UPTO TO 50MILLION

- 1) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R50 MILLION (inclusive of all applicable taxes included):

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

80/20

or

90/10

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

Where

- Ps = Points scored for comparative price of bid under consideration
 Pt = Comparative price of bid under consideration
 Pmin = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 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.

(Tick applicable box)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

10. **Previous experience**

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

Description	Value (R, VAT excluded)	Year(s) executed	Reference		
			Name	Organization	Tel no

10.1 **Staffing Profile**

Provide information on key staff you intend utilizing on this contract, should it be awarded to you.

Name	Position in your organization	Qualifications	Experience

10.2 Infrastructure and resources available to execute this contract

10.2.1 Physical facilities

Description	Address	Area (m²)

10.3 Plant and equipment

Description : Plant and equipment owned (or to be rented)	Number of units

10.4 List of shareholders by Name, Position, Identity number, Citizenship, HDI status and ownership as relevant.

Name	Date/Position Occupied in Enterprise	ID Number (please attach certified copies of ID's)	Date RSA Citizenship obtained	HDI	Women	Disabled	Youth (person not older than 35 years of age)	% of business/ enterprise owned
							Total	100%

8.14 List of shareholders by Name, percentage (%) of business/enterprise owned, residential address.

Full Name	Identity (ID) Number (please attached certified copies of ID's)	% of business/ enterprise owned	Residential address

9. AUTHORITY FOR SIGNATORY

Please note that the sole proprietors or “one person business” are not required to submit an official and duly signed authority of signatory.

Signatories for close corporations and companies shall confirm their authority by signing on behalf of the company/firm **by attaching to this page** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

Printed on company letterhead:

“ By resolution of the board of directors passed on _____ 20 _____

Mr _____

has been duly authorized to sign all documents in connection with the bid for

Tender _____ No _____

and any Contract, which may arise there from on behalf of

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____ CAPACITY AS _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

AS WITNESSES: 1 _____

2 _____

10. 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

MOGALE CITY LOCAL MUNICIPALITY

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js367bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

PWRT (R&T) 10/2021: FOR THE APPOINTMENT OF CONTRACTORS FOR ROADS AND STORM WATER CLEANING PROJECTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS.

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature	Date
.....
Position	Name of Bidder

Js9141w 4

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



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

PWRT (R&T) 10/2021: FOR THE APPOINTMENT OF CONTRACTORS FOR ROADS AND STORM WATER CLEANING PROJECTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS.

NATIONAL TREASURY: Republic of South Africa

**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

THE NATIONAL TREASURY: Republic of South Africa 2

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GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa 3
General Conditions of Contract

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

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 4

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price 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 goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 5

Supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product service required by the contract.
- 1.28 "Written" or "in writing" means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, 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 nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

- 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.

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa 6**

extend only so far as may be necessary for purposes of such performance.

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

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

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

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 7

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa 8**

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, and in any subsequent Instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the Contract.

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

- (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, 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:

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 9

- (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.

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 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, 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.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa 10**

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.

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 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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 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 goods are required, or the supplier's services are not readily available.

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa 11**

21.4 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 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa**

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

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

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

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

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24. Antidumping and countervailing duties and rights

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

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa 13**

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 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 for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

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

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

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

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.

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa 14**

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 SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

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 **restrictive practices** 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

APPOINTMENT OF CONTRACTORS
FOR ROADS AND STORM WATER CLEANING PROJECTS ON AN AS
AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS

PROJECT SPECIFICATION

1. **Scope:**

This specification covers the cleaning of roads, sidewalks and storm water drains, outlets and channels within the Municipal road reserves and other areas under the jurisdiction of Mogale City Local Municipality as defined by the Municipal Demarcation Board.

2. **Interpretation:**

2.1 Supporting Specifications: The following specifications shall, inter alia, form part of the contract document:

- a.) This project specifications.
- b.) SABS 1200AA: General (Small Works)
- c.) SABS 1200AB: Engineer's Office
- d.) SABS 1200C: Site Clearance

2.2 The variation and additions to the specifications listed in 2.1 are as follows:

- a.) PSAA: General (SABS 1200 AA)
- PS8: Measurement and Payment

No measurement for payment will be included here. The scheduled items listed elsewhere shall include full provision to cover the contractor's charges for compliance to the requirements under this specification.

- b.) PSAB: Engineer's Office (SABS 1200AB)

PSAB 2.3: Definition

The Engineer is the Roads and Stormwater Division of the Employer.

PSAB 3.2: Office Building: This is not required.

- c.) PSC: Site Clearance (SABS 1200C)

PS5.1 Area to be cleared and grubbed.

MOGALE CITY LOCAL MUNICIPALITY

PS 8 Measurement and Payment:

The areas to be cleared and grubbed will not be measured separately for payment. This will also apply to the conservation of topsoil. The rates for the different scheduled items measured elsewhere shall cover the cost to comply with this specification.

TECHNICAL EVALUATION CRITERIA

The tender will be subject to bidders scoring a minimum of 15 out of 34 points.

	DESCRIPTION	WEIGHTING																																						
		MAXIMUM SCORE	MINIMUM SCORE																																					
1	<p>Related cleaning projects completed above R50,000.00..</p> <ul style="list-style-type: none"> • 1 Project with reference provided = 1 point • 2 Projects with reference provided = 3 points • 3 Projects with reference provided = 5 points 	5	1																																					
2.	<p>Vehicles Tools, Safety Equipment and Traffic signs (company letterhead and vehicle registration certificate)</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%; vertical-align: top;"> <ul style="list-style-type: none"> ▪ 1 x Light delivery Vehicle (LDV) ▪ 2 x LDV's ▪ 5 x Spades / Shovels ▪ 4 x Picks – ▪ 5 x Brooms – ▪ 1x Wheelbarrow – ▪ 1x Cellphone with built in camera or digital camera - – </td> <td style="width: 15%; vertical-align: top;"> <table border="0"> <tr> <td>Owned:</td> <td>Leased:</td> </tr> <tr> <td>2 points</td> <td>1 point</td> </tr> </table> </td> <td style="width: 15%; vertical-align: top;"> <table border="0"> <tr> <td>2 points</td> <td>2 points</td> </tr> <tr> <td>2 points</td> <td>1 point</td> </tr> <tr> <td>2 points</td> <td>1 point</td> </tr> <tr> <td>2 points</td> <td>1 point</td> </tr> <tr> <td>2 points</td> <td>1 point</td> </tr> <tr> <td>2 points</td> <td>1 point</td> </tr> <tr> <td>2 points</td> <td>1 point</td> </tr> </table> </td> <td style="width: 10%; vertical-align: top;"> <table border="0"> <tr> <td>26 points</td> </tr> <tr> <td>2</td> </tr> <tr> <td>4</td> </tr> <tr> <td>2</td> </tr> <tr> <td>2</td> </tr> <tr> <td>2</td> </tr> <tr> <td>2</td> </tr> <tr> <td>2</td> </tr> </table> </td> <td style="width: 10%; vertical-align: top;"> <table border="0"> <tr> <td>13 points</td> </tr> <tr> <td>1</td> </tr> <tr> <td>2</td> </tr> <tr> <td>1</td> </tr> <tr> <td>1</td> </tr> <tr> <td>1</td> </tr> <tr> <td>1</td> </tr> <tr> <td>1</td> </tr> </table> </td> </tr> </table>	<ul style="list-style-type: none"> ▪ 1 x Light delivery Vehicle (LDV) ▪ 2 x LDV's ▪ 5 x Spades / Shovels ▪ 4 x Picks – ▪ 5 x Brooms – ▪ 1x Wheelbarrow – ▪ 1x Cellphone with built in camera or digital camera - – 	<table border="0"> <tr> <td>Owned:</td> <td>Leased:</td> </tr> <tr> <td>2 points</td> <td>1 point</td> </tr> </table>	Owned:	Leased:	2 points	1 point	<table border="0"> <tr> <td>2 points</td> <td>2 points</td> </tr> <tr> <td>2 points</td> <td>1 point</td> </tr> <tr> <td>2 points</td> <td>1 point</td> </tr> <tr> <td>2 points</td> <td>1 point</td> </tr> <tr> <td>2 points</td> <td>1 point</td> </tr> <tr> <td>2 points</td> <td>1 point</td> </tr> <tr> <td>2 points</td> <td>1 point</td> </tr> </table>	2 points	2 points	2 points	1 point	2 points	1 point	2 points	1 point	2 points	1 point	2 points	1 point	2 points	1 point	<table border="0"> <tr> <td>26 points</td> </tr> <tr> <td>2</td> </tr> <tr> <td>4</td> </tr> <tr> <td>2</td> </tr> <tr> <td>2</td> </tr> <tr> <td>2</td> </tr> <tr> <td>2</td> </tr> <tr> <td>2</td> </tr> </table>	26 points	2	4	2	2	2	2	2	<table border="0"> <tr> <td>13 points</td> </tr> <tr> <td>1</td> </tr> <tr> <td>2</td> </tr> <tr> <td>1</td> </tr> <tr> <td>1</td> </tr> <tr> <td>1</td> </tr> <tr> <td>1</td> </tr> <tr> <td>1</td> </tr> </table>	13 points	1	2	1	1	1	1	1
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		2 points	1 point	2	
	▪ 2 x Flags –	2 points	1 point	2	1
	▪ 15x Cones –	2 points	1 point	2	1
	▪ 2 x Speed limit signs	2 points	1 point	2	1
	▪ 2 x Construction ahead signs –				1
	▪ 1x First Aid kit/box - –	2 points	1 point	2	1
3	Location of bidder (Proof of residence, company address, Municipal account / Lease agreement of the Company to be provided. Affidavit to be included if the address is different from CIPC.			3	1
	<ul style="list-style-type: none"> • Local : Mogale City – 3 Points • West Rand – 2 points • Other areas, within the borders of South Africa – 1 point 				
	TOTAL			34	15

The above mentioned criteria regarding functionality are required for responsiveness.

A bidder that scores less than 15 points in respect of functionality will be disqualified. Bidders who scores zero (0) for any one of the **3** categories during this stage will not be considered for the next stage of evaluation. All information and particulars necessary to properly evaluate the tender must be furnished on the submission. Incomplete particulars and documents required to substantiate the Bidder's claim or insufficient documentary proof thereof will be construed to mean that the Bidder is forfeiting the evaluation points in that regard.

TENDERS TO BE EVALUATED ON FUNCTIONALITY

- 5.(1) An organ of state must state in the tender documents if the tender will be evaluated on functionality.
- (2) The evaluation criteria for measuring functionality must be objective.
- (3) The tender documents must specify-
 - (a) the evaluation criteria for measuring functionality;
 - (b) the points for each criteria and, if any, each sub-criterion; and
 - (c) the minimum qualifying score for functionality.
- (4) The minimum qualifying score for functionality for a tender to be considered further-
 - (a) must be determined separately for each tender; and
 - (b) may not be so-
 - (i) low that it may jeopardise the quality of the required goods or services; or
 - (ii) high that it is unreasonably restrictive.
- (5) Points scored for functionality must be rounded off to the nearest two decimal places.
- (6) A tender that fails to obtain the minimum qualifying score for functionality as indicated in the tender documents is not an acceptable tender.
- (7) Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation 11.

AGREEMENTS AND CONTRACT DATA

- 1: CONTRACT DATA
- 2: PRICING DATA
- 3: SCOPE OF WORK
- 4: SITE INFORMATION

1.1 CONTRACT DATA (Applicable to this contract)

DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER

The name of the Employer is Mogale City Local Municipality

The address of the Employer is:

Address (physical): 3rd Floor Presidents Building, C/o President & Monument Street, in Krugersdorp

Address (postal): PO Box 94, Krugersdorp, 1740

Telephone: 0824485218

e-mail: johanb@mogalecity.gov.za

The name of the Engineer is the employers infrastructure and management employee (Johan Britz)

The special non-working days are public holidays and Sundays.

The Engineer is required to obtain the specific approval of the Employer for the following: All variation orders with a financial impact.

The Engineer requires Employer's approval in order to authorise any expenditure in excess of the Contract Price

The Form of Guarantee is not required.

The amount of the Guarantee is to be 0% of Contract Price

CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER

The Contractor is required to obtain the specific approval of the Employer for any expenditure in excess of the Contract Price.

The Contractor shall commence executing the Works within 14 days of the Commencement Date.

The Contractor shall deliver his programme of work within 14 days of the Commencement Date.

No materials will be supplied by the Employer.

Special Risks Insurance issued by SASRIA is required.

The limit of indemnity for liability insurance is R3 000 000,00 (Three million rands only) for any single liability claim. Liability insurance shall include spread of fire risk.

The whole of the Works shall be completed within 3 months including special non-working days

The minimum required payment for local labourers is R180 per day.

The penalty for failing to complete. See penalty regime in section C3.5.3 (Scope of works)

Contract Price Adjustment will not be applicable to this contract.

Special Materials will not be applicable to this contract.

The percentage retention on the amounts due to the Contractor is zero (0%).

The retention money limit is not applicable.

A Retention Money Guarantee is not applicable.

CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER

The Defects Liability Period is zero months.

Dispute Resolution shall be by Mediation.

1.2: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between Mogale City Local Municipality represented by Head of Transport (hereinafter called the EMPLOYER) of the one part, herein represented by:

.....

in his capacity as:

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by.....

.....

in his capacity as:

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

TENDER No. PWRT(R&T): CLEANING OF ROADS AND DRAINAGE SYSTEMS

IN MOGALE CITY

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

- 1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.**

2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

MOGALE CITY LOCAL MUNICIPALITY

Thus signed at for and on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **EMPLOYER** on this

the day of 20.....

SIGNATURE:.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

2: PRICING DATA

2.1 PRICING INSTRUCTIONS

- 1 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the maintenance of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

- 2 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis.

- 3 Unless stated to the contrary, items are measured net without any allowance having been made for waste.

- 4 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the various items. Such amounts shall cover all the costs and expenses that may be required in and for the described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.

- 5 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.

- 6 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

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The Tenderer shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and Tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for maintenance purposes.

- 8 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

Quantity : The number of units of work for each item

Rate : The payment per unit of work at which the Tenderer Tenders to do the work

Amount : The quantity of an item multiplied by the tendered rate of the (same) item

Sum : An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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- 9 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
m ²	=	square metre
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
Day Rate	=	Rate per day

2.2. SCHEDULE OF QUANTITIES

TABLE OF CONTENTS

	Page
SCHEDULE OF QUANTITIES	C13
TENDER SUMMARY	C14

SECTION 1

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
					R	c
1	GENERAL					
	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS					
1.1	Contractor's general obligations					
	The rates provided under items 2.1 to 2.5 to cover full compensation for the Contractor's charges in setting up and maintaining his organization inclusive of establishment, but excludes the Vehicle running cost, which will be paid as per the AA Tariff scales.					
	a) Vehicle (based on AA tariffs for a 1 Ton LDV vehicle per Km)					
	b) Tools and equipment (Rate included under items 2.1 to 2.5)	R /Km	1	R8,00/ Km	8	00
	c) Other general obligations (Rate included under items 2.1 to 2.5)	Nil			0	00
		Nil			0	00

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1.2	<p>Site Safety Equipment</p> <p>The rates provided under items 2.1 to 2.5 to cover full compensation for the Contractor's charges of personal protective clothing and safety equipment for labour on site, the preparation of risk assessments, safe work procedures, other H & S matters that the engineer and contractor deem necessary. (e.g. safety boots, gloves, safety jackets and dust masks).</p>	Nil			0	00
1.3	<p>Accommodation of Traffic</p> <p>The rates provided under items 2.1 to 2.5 to cover full compensation for the Contractor's charges for the purchase of all traffic signs, arrangements and maintenance of all accommodation of traffic measures required for the duration of the contract. (e.g. Flags, Cones and Delineators). refer to details).</p>	Nil			0	00
TOTAL CARRIED FORWARD TO SUMMARY					8	00

SECTION 2

ITEM	DESCRIPTION	UNIT	QTY	RATE (Vat excl.)	AMOUNT	
					R	c
2	WORKS					
2.1	ROADS					
	<p>22 Cleaning of roadway and 100-300mm wide road gutters and road surface</p> <ul style="list-style-type: none"> Clean and remove sand, debris, weeds, rubble both sides of gutter and inside the road surface if required. (See 3.6.2.1 for more details). Transport and offload material at dumping site and cater for any dumping cost. Ensure that the safety and traffic accommodation measures are implemented. (See 3.6.2.1 for more details). Capture photos before and after the works, print photos for the record purposes. 	m	1			
2.2	SIDEWALKS					
	<p>23 Cleaning of paved/ concrete sidewalks and walkways</p> <ul style="list-style-type: none"> Clean and remove sand, debris, weeds, rubble (See 3.6.2.1 for more details). 	m ²	1			

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<ul style="list-style-type: none">• Transport and offload material at dumping site and cater for any dumping cost.• Ensure that the safety and traffic accommodation measures are implemented. (See 3.6.2.1 for more details).• Capture photos before and after the works, print photos for the record purposes.					
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SECTION 2 (Cont.)

ITEM	DESCRIPTION	UNIT	QTY	RATE (Vat excl.)	AMOUNT	
					R	c
2.3	<p>STORM WATER OUTLETS</p> <p>24 Cleaning of storm water outlets Clean and remove sand, debris, weeds, rubble etc.</p> <ul style="list-style-type: none"> Transport and offload material at dumping site and cater for any dumping cost. Ensure that the safety and traffic accommodation measures are implemented. 	m ³	1			
2.3.1						
2.4	<p>25</p> <p>STORM WATER CHANNELS</p> <p>26 Cleaning of concrete lined storm water channels</p> <ul style="list-style-type: none"> Clean and remove sand, debris, weeds, rubble etc. (See 3.6.2.1 for more details). Transport and offload material at dumping site and cater for any dumping cost. Ensure that the safety and traffic accommodation measures are implemented. Capture photos before and after the works, print photos for the record purposes. 	m ²	1			
2.5	<p>STORM WATER DRAINS/CATCHPITS</p> <p>27 Cleaning of storm water drains/catch pits</p> <ul style="list-style-type: none"> Removed lids from storm water drains for cleaning. Lids are heavy therefore extra care should be taken when removing them (See 	No	1			

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	<p>3.6.2.1 for more details).</p> <ul style="list-style-type: none"> • Clean and remove sand, debris, weeds, rubble etc. inside the storm water drain up to the pipe invert level. • Transport and offload material at dumping site and cater for any dumping cost. • Ensure that the safety and traffic accommodation measures are implemented. • Capture photos before and after the works, print photos for the record purposes. 					
TOTAL CARRIED FORWARD TO SUMMARY						

SUMMARY OF SCHEDULE OF QUANTITIES

SECTION	DESCRIPTION	AMOUNT	
		(RAND)	(CENTS)
1	GENERAL		
2	WORKS		
	SUBTOTAL		
	ADD VAT @ 15%		

MOGALE CITY LOCAL MUNICIPALITY

TOTAL BID PRICE:		
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Signed on behalf of the Tenderer: (Signature)

Date:

Tenderer's Name: (Company Name)

3: SCOPE OF WORK

Page No.

3.1: Description of Works.....

3.2: Engineering.....

3.3: Procurement

3.4: Construction.....

3.5: Management

3.6: Project Specifications – Works

3.1: DESCRIPTION OF WORKS

3.1.1 GENERAL DESCRIPTION OF THE PROJECT

1.1 Employer's objectives

Mogale City Local Municipality (MCLM) has identified roads in need of cleaning in Rietvallei, Kagiso, Munsieville and Mogale central areas using the unemployed individuals from the targeted communities. The works fall within the area under the jurisdiction of Mogale City Local Municipality as defined by the Municipal Demarcation Board.

1.2 Overview and Extent of the Works

This specification covers the cleaning of the following items within the Municipal road reserves and other areas:

- Roads (including gutters),
- Sidewalks and walkways
- storm water drains,
- storm water outlets,
- storm water channels, and
- storm water catch pits.

3.1.1 DESCRIPTION OF THE SITE

2.1 Location of the project

The works to be carried out in Rietvallei, Kagiso, Munsieville and other areas in Mogale City.

2.2 Site Limits

The term "Site" shall mean the road reserves and any other area that must be cleaned.

2.3 Access to Site

Access to the site will be along municipal roads.

2.4 Contractor's Site Camp

No site camp will be required.

2.5 Accommodation of Traffic

Accommodation of traffic on the road will be according to the South African Road Traffic Signs Manual: Roadworks Signing, Volume 2 (June 1999).

Traffic accommodation measures will implemented for the following 2 parts:

Part A: Low capacity roads

The traffic accommodation that will be applied on the low capacity roads around residential areas and quiet roads will require the following signs: 10 Cones, 2 Flags and 2 Construction ahead signs.

Part B: High capacity roads

The traffic accommodation that will be applied on the high capacity roads like the main roads and high accident roads will require the following signs: 2 Speed limit sign, 20 Cones, 2 Road narrowing ahead signs, 2 Keep to lane signs and 2 Construction ahead signs.

The contractor shall ensure the correct traffic accommodation signs are implemented before any works commence. The more detailed requirements for the Accommodation of Traffic is shown on two Figures included as **Annexure A** at the back of this document.

2.6 Additional site information

The contractor shall utilize the dump site allocated to him by the employer to spoil material cleaned from the road. The contractor will be responsible for the cost of dumping. The dump site to be used will be the Luipaardsvlei dump site.

3.1.1 SPECIFIC REQUIREMENTS

General

- A) The contractor shall be required to provide or show to the employer the following items before any works commence:

Tools and Equipment

- Spades (5)
- Shovels (5)
- Picks (5)
- Brooms (5)
- Wheelbarrows (2)
- Cellphone with built in camera (3 megapixel) and/or digital camera.

Site safety equipment

- Overalls (orange coloured) (10)
- Safety boots (10 pairs)
- Reflective Safety bibs (10)
- Dust masks (10)
- Gloves (10)
- First Aid kit/box (1)

Traffic accommodation signs - See Annexure A for detailed information

- Flags
 - Cones
 - Speed limit signs
 - Construction ahead sign
- B) The contractor shall have a minimum of 8 - 10 people working in a team who will be responsible for carrying out the works.
- C) One roadworthy LDV (bakkie) is available on site.
- D) The contractor will ensure that he complies with the following at all times:

Before work starts

- Conducts safety meetings every morning before any work is done.
- Ensure that all staff has Personal Protective Equipment (PPE) (e.g safety boots, gloves, dust masks and safety jackets) as required by law.
- Implements the appropriate traffic accommodation measures before any work is done.
- Outlines and explains the work to be conducted for the day to staff
- Conducts safety checks on site.
- Captures photos of the area to be worked on before work starts.

During work

- Ensure the work is done in a safe manner.
- Ensure the work is done as according to the requirements and quality standards.
- Appropriate equipment and tools are used to do the work.
- All staff members are in a good health throughout the day.
- A first aid kit is on site at all times.
- No alcohol or drugs are allowed on site and workers are not intoxicated.
- Road users on the roads and on areas adjacent to the works are accommodated.

End of work

- Measurement of daily work is recorded and photos are taken.
 - The working area is safe for public use after hours.
 - The required rate of work per day has been achieved. (See Table E1 Below).
 - All the spoil material (sand, debris, weeds etc) from the cleaning process is transported to the dumping site on a daily basis.
- E) The rates tendered for the various items in the Bill of Quantities to include the purchasing cost of the material, mark up, all consumables and any other costs required performing the works as per the specifications.
- F) The following rate for doing work will apply to complete tasks. The contractor will be held to these times to conduct the works and penalties will be applied if works take longer than indicated. See Penalty Regime C3.4.2.9.

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Table E1. Rate of work to be completed (Minimum) Requirements		
Description	Unit/day	Unit/Week
1.Cleaning of Roads	400m ²	2000m ²
2.Cleaning of Sidewalks and Walkways	400m ²	2000m ²
3.Cleaning of Storm Water Outlets	1	5
4.Cleaning of Concrete Lined Storm Water Channels	1000m ²	5000m ²
5.Cleaning of Storm Water Drains/Catch pits	12	60

- G) The contractor should be prepared for spot checks that the Employer may conduct on the works.
- H) The contractor will be responsible for the provision of a safe place where tools and materials will be kept after hours.
- I) Final close-out at the end of the contract to provide a summary off monthly work done, materials used and time of use. This information is required by the MCLM to analyze and plan maintenance tasks.

MOGALE CITY LOCAL MUNICIPALITY

3.2: ENGINEERING

ACTIVITY MATRIX

The responsibilities for definition of the work and work areas are as follows:

DESCRIPTION	RESPONSIBILITY
a) Roadways and pathways to be cleaned	Employer will define the roadways and pathways as well as the limits of the contract.
b) Storm water channels to be cleaned:	Employer will define the channels and limits of the contract.
c) Storm water catch pits to be cleaned:	All catch pits within the road and path ways, as well as water channels must be cleaned
d) Storm water outlets:	Employer will define the outlets and limits of the contract.

All the storm water drains of the area of roads that have allocated for cleaning should also be cleaned. Where the contract limits are not clear the limits must be confirmed with the employer before cleaning starts.

3.3: PROCUREMENT

3.3.1 SUBCONTRACTING

The Contractor shall not subcontract any of the works, except for transportation.

3.3.1 LOCAL EMPLOYMENT

The contractor's staff **must** comply with the following composition criteria:

1. Residents living within contract area boundaries : 100%
2. Women : at least 30%
3. Disabled : at least 10%

Proof of residence and Identity documents or registration documents with the Department of Home Affairs will be required from all staff working on this project. The contract may be terminated by the employer if staff that do not comply with the above criteria are found working on the project.

The Contractor shall be required to register with WCA and ensure that all workers are registered.

3.4: CONSTRUCTION

3.4.1 WORKS SPECIFICATIONS

a) Applicable Standard Specifications

Only the specifications contained in this document or referred to elsewhere in this document shall apply to this project.

b) Particular (Project) Specifications

Particular specifications are contained in 3.6.

3.4.1 PLANT AND MATERIALS

a) Plant and Materials supplied by the Employer

No plant or materials will be supplied by the employer.

3.4.1 CONSTRUCTION EQUIPMENT

a) Requirements for Equipment

All equipment tools and activities used on this project must comply with minimum Health and Safety Standards.

b) Equipment Provided by the Employer

The Employer will not provide any equipment.

3.4.1 EXISTING SERVICES

Before commencement of any works, the contractor must confirm in writing with the employer the possible position of any services that may affect his work. The Contractor shall be responsible for any damage to existing services caused by or arising out of his operations and any such damage shall be made good at his own expense.

3.4.1 SITE ESTABLISHMENT

a) Services and Facilities Provided by the Employer

The contractor shall make his own arrangements for a site camp, if required. If a site camp is used, it will conform to the requirements of the MCLM Environmental Management Plan. All regulations and local authority ordinances, as regards smoke emissions and noise abatements shall apply and compliance will be enforced.

b) Facilities Provided by the Contractor

The contractor shall make his own arrangements for the supply of electrical power, water telecommunication services, ablution facilities, sewer services, first aid facilities and other services, the payment thereof and all reinstatements required upon completion. No direct payment will be made to the Contractor for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

c) Storage and Laboratory Facilities

The employer will not require any Storage and Laboratory Facilities.

d) Other Facilities and Services

The Contractor shall be responsible for the removal of all waste generated from the site and the proper disposal thereof at the municipal dump site at his own cost.

The Contractor shall make his own arrangements for the supply of toilet facilities at to the site for his staff.

e) Vehicles and Equipment

The vehicles and drivers operating on the projects must comply with the requirements of the South African laws and regulations.

f) Advertising Rights

The employer shall advise the contractor if the advertising boards is required.

g) Notice Boards

A construction notice board complying to the SAICE specifications will **not** be required.

3.4.1 SITE USAGE

The contractor must accommodate the road users and pedestrian on the roads and on areas adjacent to the works.

3.4.1 PERMITS AND WAYLEAVES

a) Way leave

Before any works may commence on any roads the Employer must be notified of the commencement. No way leaves are required.

3.4.1 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS

The Contractor must on a weekly basis notify the employer in writing of any problems (defects) noted on the areas to be cleaned so that corrective actions can be taken by the Employer.

3.4.1 WATER FOR CONSTRUCTION PURPOSES

The Contractor must make all arrangements for the transport, storage and distribution of water required for his own use.

3.4.1 SURVEY CONTROL AND SETTING OUT OF THE WORKS

The limits of the project on each road will be indicated by the Employer. No survey will be required.

3.5: MANAGEMENT

3.5.1 MANAGEMENT OF THE WORKS

a) Planning and Programming

The Employer shall provide a map and indicate to the Contractor all the areas that require cleaning during site inspection. The Contractor shall be required to plan and compile a works programme based on the information provided by the Employer. The Contractor's programme must be based on the milestone date for completion. Penalties will be imposed if this Milestone date is not achieved. Refer to 3.5.3 (Scope of works),

b) Sequence of the Works

The sequence of the Works will be determined by the logical order of activities as defined in the works programme

c) Methods and Procedures

The methods and procedures that must be complied with are contained in the Project Specifications.

d) Quality Plans and Control

The Contractor must provide a plan of how he/she will monitor and control the required quality standards. Proper planning needs to be done by the contractor and not to spend unnecessary time procuring items.

e) Works Method Statement

The Contractor shall comply with the work method statement outlined in the specification.

f) Environment

The Contractor must comply with the MCLM Environmental Requirements. All the spoil material should be dumped at the allocated dumping site.

g) Accommodation of Traffic on Public Roads occupied by the Contractor

Accommodation of traffic on the road will be according to the South African Road Traffic Signs Manual: Roadworks Signing, Volume 2 (June 1999).

The requirements for the Accommodation of Traffic is shown on two Figures included as Annexure A at the back of this document.

The Contractor must also accommodate pedestrians on areas adjacent to his work site during construction.

All Contractor staff on site must at all times wear a yellow reflective jacket, approved by the employer.

h) Other Contractors on Site

Other contractors that may be employed on the roads by the Employer must be accommodated during the works.

i) Testing, Completion, Commissioning and Correction of Defects

The Contractor and representative of the Employer will inspect facilities cleaned by the contractor after notification by Contractor of the completion in writing. The inspection will be undertaken per

defined road section to be agreed with the employer , Inspections will be conducted on weekly basis.

All items not conforming to the required quality standards must be corrected before a Certificate of Completion will be issued for a particular road.

j) Recording of Weather

The Contractor shall record and keep a record of the daily rainfall and supply the data to the Employer on a weekly basis at the progress meeting. The Contractor shall ensure that the Employer is informed the same day rain occurs. The employer shall add days to the contract period for the days lost due to rain. The Contractor shall ensure that he makes arrangements for his workers wages and lost time due to rain.

k) Format of Communications

All instructions or requests need to be confirmed in writing through:

- Site instructions
- Requests for inspections (Submitted at the weekly progress meeting)

The Contractor must submit weekly Progress Reports

l) Key Personnel

The Contractor must compile a schedule of his Key Personnel with their contact numbers and keep it updated. The list must be made available to the Employer.

m) Management Meetings

The following formal meetings will be held at the office of the Employer between the representatives of the Employer and the Contractor:

- Weekly progress meeting
- Monthly site meeting (Date and time to agreed by attendees, including employer)

The representatives must have the necessary delegated authority in respect of aspects such as planning, change management and health and safety.

n) Daily records

Record keeping must be precise, correct and done daily using the prescribed forms bound into the contract. Information such as staff on site, equipment, activity number, day and times, location of assignment, signatures, etc must be recorded. A site diary must be kept in respect of work performed on the site. A copy of the daily records must be provided to the Employer on a weekly basis at the progress meeting.

o) Bonds and Guarantees

Bonds and Guarantees are not required.

p) Payment Certificates

The Contractor must submit his invoice to the employer for approval every second week (bi-weekly). The invoice should be submitted a week before the date of payment.

The Engineer's certificate will be issued only after receipt by him of a draft certificate prepared by the Contractor at his own expense in the form prescribed by the Engineer.

The cost of duplicating and delivering copies of the certificate to the Contractor, the Engineer and the employer shall be borne by the Contractor. The Employer shall require three (3) sets of A4-sized paper copies in total.

q) Permits

The Employer will advise the Contractor on type of permits required.

3.5.1 HEALTH AND SAFETY

The Contractor must comply with the national Health and Safety regulations as indicated in 1.3.

3.5.1 PENALTY REGIME

The following penalty mechanism will apply. Points will be accumulated for each week and the decision to allocate a point(s) is the sole discretion of the Mogale City Local Municipality representative. Half of the points tallied will be cleared For each month. Points will be accumulated for any of the following:

- The minimum requirements for completing a job/activity was not achieved (5 points).
- The contractor violates any safety requirement (5 points).
- Any of the agreed tools is not in working order or is not available (2 points).
- Any safety equipment is absent or not used as prescribed (2 points).
- Any work need to be reworked because of poor workmanship (5 points)..
- The contractor or his assistant does not answer his cell phone or call back within 8 hours after a message has been left (5 points).
- Any of the workers under the influence of alcohol (5 points).
- Non compliant with the site requirements checklist (5 points).
- Swearing or showing aggression towards any of the employees or tenants of Mogale City (5 points).
- Rubble not removed from site within 2 working days (5 points)

The following will apply for the accumulated points for during the project duration:

0 – 5 points	No deduction
6 – 10 points	Verbal warning
11 – 20 points	First written warning
21 – 30 points	Second written warning
31 points or more *	Termination of contract

- If 31 points or more are reached for any two (2) consecutive weeks in one (1) month rolling period, **the contract may be terminated.**
- Contractor who has a contract that has been terminated shall **not** receive any work from Mogale City Local Municipality for a period of a year.

3.6: PARTICULAR (PROJECT) SPECIFICATIONS

3.6.1: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

MEASUREMENT AND PAYMENT

Item	Unit
1.1 Contractor's general obligations	
a) Vehicle	R8,00 / Km
b) Tools and equipment	Nil
c) Other general obligations.	Nil

The tendered rates under items 2.1 to 2.5 to be inclusive for full compensation for the Contractor's charges in setting up and maintaining his organization inclusive of establishment. This includes items such as tools, equipment, vehicles, insurance, overhead costs, financing costs, legal responsibilities and obligations not specifically measured under any other items of payments.

Item	Unit
1.2 Site Safety Equipment	Nil

The tendered rates under items 2.1 to 2.5 to be inclusive for full compensation for the Contractor's charges for personal protective clothing and safety equipment for labour on site, the preparation of risk assessments, safe work procedures, other H & S matters that the engineer and contractor deem necessary. (e.g. safety boots, gloves, safety jackets and Dust masks).

Item	Unit
1.3 Accommodation of Traffic	
a) Low capacity roads (Residential areas)	Nil
b) High capacity roads (Main roads and busy roads)	Nil

The tendered rates under items 2.1 to 2.5 to be inclusive for full compensation for the Contractor's charges for the purchase of all traffic signs, arrangements and maintenance of all accommodation of traffic measures required for the duration of the contract. (e.g. Flags, Cones and Delineators)

3.6.2: WORKS

SCOPE

This section covers work in connection with the cleaning of the roads.

3.6.2.1 METHOD OF WORKING

- The contractor must at all times exercise care while undertaking the work to ensure that trees, shrubs, hedges, flowers, etc on the pavements or private properties adjoining the work areas are not unnecessarily removed or negatively affected by the work. Should any damages occur as a result of negligence on the part of the Contractor, he/she shall be responsible for costs in this regard.
- The contract must ensure that adequate safety procedures are employed at all times when working on/next to public roads and storm water channels. The contractor should also issue the required safety/ protective clothing, tools and traffic signs required to perform the work. Staff shall wear safety boots, reflective jackets, gloves and dust masks.
- Sand, weeds and debris removed from road gutters, sidewalks and storm water channels and outlets must be removed from site within two working days. Material can be stored in plastic bags before removal, but may not be deposited directly onto sidewalks. The Employer shall advise the Contractor on the location of the dump site. The Contractor shall be responsible for the dumping costs.
- For the cleaning of storm water drains/ catchpits the lids must be removed by the Contractor and replaced immediately after the cleaning has been completed or adequately protected with danger tape to avoid injuries to pedestrians. Catchpits/ lids should not be left open and unattended to at any stage. Lids are heavy and care should be taken when removing them.
- The Contractor will be held accountable for any claims arising out of injuries or damage to private property as a result of negligence or failure to provide adequate protection measures during the execution of the project.
- The Contractor must, at the commencement of the contract, submit the outline of his intended work schedule, for the approval of the Employer's representative
- Obstructions in waterways shall be removed when instructed by the Employer and the Contractor shall dispose of all material at designated spoil sites.
- When instructed by the Employer representative vegetation and debris removed shall be cut to size for transporting purposes.

3.6.2.2 QUALITY STANDARDS

The road shall be cleared of all sand, debris, weeds rubble and vegetation. The Employers representative shall indicate the required quality of cleaning on site.

The waterways shall be cleared of all sand, debris, weeds rubble and vegetation.

3.6.2.3 MEASUREMENT AND PAYMENT

Item	Unit	
2.1	Cleaning of roadway and 100-300mm	m
28	wide road gutters and road surface	

The tendered rate includes full compensation for the Contractor's charges to Clean and removes sand, debris, weeds, rubble etc. Transport and offload material at dumping site plus any dumping cost. *Ensure that all staff members are abiding by the safety requirements and the traffic accommodation measures are implemented.*

Item	Unit		
29	2.2	Cleaning of paved/ concrete sidewalks and walkways	m ²
30		wide road gutters and road surface	

The tendered rate includes full compensation for the Contractor's charges to Clean and removes sand, debris, weeds, rubble etc. Transport and offload material at dumping site plus any dumping cost. Ensure that all staff members are abiding by the safety requirements and the traffic accommodation measures are implemented.

Item	Unit		
31	2.3	Cleaning of storm water outlets	m ³

32

The tendered rate includes full compensation for the Contractor's charges to Clean and removes sand, debris, weeds, rubble etc. Transport and offload material at dumping site plus any dumping cost. Ensure that all staff members are abiding by the safety requirements and the traffic accommodation measures are implemented.

Item	Unit		
33	2.4	Cleaning of concrete lined storm water channels	m ²
34			

The tendered rate includes full compensation for the Contractor's charges to Cleaning and removing of sand, debris, weeds, rubble etc, Transport and offload material at dumping site plus any dumping cost. Ensure that all staff members are abiding by the safety requirements and the traffic accommodation measures are implemented.

Item	Unit
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35 2.5 **Cleaning of storm water drains/cathpits**
36

No.

The tendered rate includes full compensation for the Contractor's charges for the Cleaning and removing of sand, debris, weeds, rubble etc, Transport and offload material at dumping site plus any dumping cost. Ensure that all staff members are abiding by the safety requirements and the traffic accommodation measures are implemented.

4: SITE INFORMATION

The site is located in Rietvallei, Kagiso and Munsieville. More site information will be outlined by the Engineer at the site clarification meeting.

ANNEXURE A

Traffic accommodation for road reserve and on shoulders.

ANNEXURE B

Site management templates

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name and surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and I am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black women owned;
- Based on the management accounts and other information available for the _____ Financial year, the income did not exceed R 10 000 000.00 (ten million rands);
- Please confirm in the table below the B-BBEE level of contributor, **by ticking the applicable box:**

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice.
5. I know and understand the contents of the affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature _____

Date: _____

 Commissioner of Oaths
 Signature and Stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name and surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and I am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rands);
- The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) (**select one**) _____ of the dti Codes of Good Practice.
- Please confirm on the table below the B-BBEE level of contributor, **by ticking the applicable box:**

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	
(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%,	(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and/ or packaging	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

1. I know and understand the contents of the affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
2. The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature and Stamp

MOGALE CITY LOCAL MUNICIPALITY
SPECIAL CONDITIONS OF CONTRACT

BID NO: PWRT (R&T) 10/2021

1. All bids must be submitted on the official forms and may not be re-typed, copied or scanned.
2. Bid documents must be completed in ink and corrections may not be made by means of a correcting fluid such as Tipp-Ex or a similar product. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the Bid if corrections are not made in accordance with the above.
3. If items are not tendered for a line must be drawn through the space on the pricing schedule in pen.
4. **All bid prices must be in RSA currency and inclusive of VAT.** All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
5. In the instance of a term tender (period longer than one year), please indicate the estimated annual price increase and the intervals of such increases.
6. The lowest or any bid will not necessarily be accepted and Mogale City Local Municipality reserves the right to accept the entire or any portion of a bid.
7. Bids are to remain open for acceptance for a period of ninety (90) days from the date they are lodged and may be accepted at any time during the said period of ninety (90) days.
8. Tax clearance certificates issued by SARS will be accepted. Tax clearance certificates must be valid on the official closing date of the bid or Tax Compliance Status document (TCS)
9. In bids where Consortia / Joint Ventures / Sub-contractors are involved, **each party must submit a separate** Tax Clearance Certificate OR Tax Compliance Status (TCS) document.
10. The following information / documentation must be attached to every bid document:
 - comprehensive company profile;
 - detailed exposition of previous experience, specifically with relation to similar work done;
 - Tax clearance certificate or Tax Compliance Status
 - copy of latest Municipal account (irrespective of the municipal area) as well as all its directors or a lease agreement indicating Rates and Taxes not older than three (3) months.
 - copy of entities registration documents
 - if a bid is submitted by a joint venture, a copy of the memorandum of agreement between the parties;
 - Valid original B-BBEE Certificate or Letter from Registered Auditor in case of Emerging Micro-Enterprises (EME) or required to submit a sworn affidavits.
 - copy of certificate of registration with professional bodies or controlling authorities (mention the specific registration required)
11. Bids will be opened immediately after the closing date and time in a venue to be indicated.
12. Any orders placed within the contract period, will be paid according to the price applicable at the date of order.
13. A Corporate social responsibility contribution of one (1%) Vat inclusive will be levied on all companies/ service providers appointed as successful bidders provided that such companies are not based in the area of jurisdiction of Mogale City.

14. The supply chain management policy of Mogale City Local Municipality allow persons aggrieved by decisions or actions taken by the municipality in the implementation of its supply chain management system, to lodge within fourteen (14) days of the decision or action a written objection or complaint to the municipality against the decision or action.
15. Bids will be received until **11H00** on **29 JUNE 2021**, and must be enclosed in sealed envelopes, bearing the closing time and due date

and must be addressed to:

The Municipal Manager
Mogale City Local Municipality
PO Box 94
Krugersdorp
1740

OR

The Municipal Manager
Mogale City Local Municipality
Cnr. Market & Commissioner Streets
TENDER BOX
Krugersdorp

16. Bidders should ensure that bids are delivered **timeously to the correct address**. If the bid is late, it will be returned unopened to the bidder and will not be accepted for consideration.

BID CHECKLIST

This list is aimed at assisting all bidders to submit complete bid documents.

Bidders are to check the following points before the submission of their tender document and to complete YES/NO next to each item as an indication that the bidder has complied with the provision of the item concerned. If any of the items are marked as NO – it might lead to the disqualification of your bid.

ITEM	DESCRIPTION	YES	NO
1.	Provide copy of your company registration document.		
2.	Provide certified copy of your company VAT registration Certificate		
3.	Tax clearance certificate/copy of tax compliance status (TCS) document has been submitted – in the name of the bidding entity		
4.	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, which is in arrears for more than three (3) months? No bid will be awarded to a company and its directors that owe more than three (3) months charges to any municipality or metro.		
5.	Lease agreement/municipal account of not older than three months in the name of the bidding entity. (Copy of the lease agreement will only be accepted if water and lights are part of lease payment).		
6.	<ul style="list-style-type: none"> ▪ Valid B-BBEE Rating Certificate or letter from registered auditor or Sworn Affidavit ▪ Consolidated B-BBEE certificate / letter in case of a trust, consortium or joint venture. 		
7.	All pages of the bid document have been read by the bidder and the returnable schedules and MBD forms duly completed and signed. MBD 4, MBD 5, MBD 6.1, MBD 8 AND MBD 9		
8.	All pages requiring information have been completed in full and in black ink.		
09.	No pages removed from the tender document		

10.	A copy of the resolution of your Board of Directors, similar to the attached specimen, authorizing the signatory to sign the tender and the subsequent contracts, has been attached and signed.		
11.	JV agreement has been attached and signed (if applicable)		
12.	Bidder must attach the Central Supplier Database (CSD) registration summary report.		
13.	Certified Copies of the directors Identity Documents		
14.	In case of any amendments made, was it signed in full by the authorized signatory? Please note that the use of tipp-ex will lead to immediate disqualification.		
15.	Please declare any interest as required in terms of MBD - 4 truthfully and correctly as incorrect declarations are considered a criminal offence. <ul style="list-style-type: none"> ▪ Personal Tax Numbers included ▪ State Employee Number / Persal Number ▪ Identity number ▪ Name 		
16.	Please take note of the functionality evaluation criteria that will be applied to your submission in order to ensure that your company has the necessary capacity and capability to successfully execute this tender, if appointed. Ensure that sufficient information is included in your submission to ensure successful evaluation of your bid.		

PLEASE NOTE:

- ❖ **No contract will be awarded to a service provider, if the service provider or its directors are in arrears with their municipal accounts for more than three (3) months.**
- ❖ **In case of a Joint Venture, please note that individual documents have to be submitted for all parties in the JV, like tax clearance certificates, municipal accounts, etc.**
- ❖ **No communication with Mogale City Municipal officials are allowed after the closing date of the tender. The only authorised form of communication will be through the Supply Chain Management Office.**
- ❖ **No bids will be accepted if not submitted on the correct closing date and time. No late bids will be considered, even if only late by a minute.**