

**MOGALAKWENA LOCAL MUNICIPALITY**



**BID NO: 10-2024/2025**

**APPOINTMENT OF A PANEL OF FOUR (04) SERVICE PROVIDERS TO CONDUCT PROBITY AUDITS ON ALL TENDERS/BIDS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.**

**SUBMISSION OF BID DOCUMENT DEADLINE**

Date: Monday, 14<sup>th</sup> October 2024

Time: 12h00

Venue: Mogalakwena Local Municipality

54 Retief Street, Ground Floor,

Mokopane,0601

<b>Name of Bidder</b>	
<b>CSD Master Registration Number</b>	
<b>Physical Address</b>	
<b>Contact Person(s)</b>	
<b>Contact Number(s)</b>	
<b>E-Mail Address</b>	

The sealed bid document must be deposited in the Tender Box provided at the Mogalakwena Local Offices, 54 Retief Street, Mokopane, 0601 by no later than **12h00** on **14<sup>th</sup> October 2024** where bids will be opened in public. Please be advised that the name, address, and contact details should be written on the back of the envelope.

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## **PART A: ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**

### 1. CHECKLIST

**PLEASE ENSURE THAT THE FOLLOWING DOCUMENTS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED ARE ATTACHED TO THE BID DOCUMENT:**

Description	Yes/No		
	Yes		No
MBD 1 — Invitation to Bid Is the form duly completed and signed?	Yes		No
Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?	Yes		No
MBD 3.1 - Pricing Schedule — Firm Prices (Purchases) Is the form duly completed and signed?	Yes		No
MBD 3.2 - Pricing Schedule — Non-Firm Prices (Purchases) Is the form duly completed and signed?	Yes		No
MBD 4 Declaration of Interest Is the form duly completed and signed?	Yes		No
MBD 6.1 Preference Points Claim Form Is the form duly completed and signed?	Yes		No
MBD 8 Declaration of Past Supply Chain Practices Is the form duly completed and signed?	Yes		No
MBD 9 Certificate of Independent Bid Determination Is the form duly completed and signed?	Yes		No
Declaration for Municipal Accounts Is the form duly completed and signed?	Yes		No
Experience of Bidder Is the form duly completed with relevant experience detailed and signed?	Yes		No
Pricing schedule Is the form duly completed and signed?	Yes		No

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

## 2. BID NOTICE & INVITATION TO BID



**BID NO: 10-2024/2025**

The Mogalakwena Local Municipality hereby invites suitably qualified service providers for **APPOINTMENT OF A PANEL OF FOUR (04) SERVICE PROVIDERS TO CONDUCT PROBITY AUDITS ON ALL TENDERS/BIDS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.**

Bid documents can be downloaded free of charge from the Mogalakwena Local Municipality's official website, [www.mogalakwena.gov.za](http://www.mogalakwena.gov.za) or the e-Tender Portal, [www.etenders.gov.za](http://www.etenders.gov.za).

**Procurement inquiries** : Supply Chain Management

**Telephone Number:** 015 491 9649/9662

**Technical inquiries** : Mr. K.A. Ngomana

**Telephone Number:** 015 491 9823

Fully completed bid documents complying with conditions of bid, clearly marked "**BID NO: 10-2024/2025: APPOINTMENT OF FOUR (04) SERVICE PROVIDERS TO CONDUCT PROBITY AUDITS ON ALL TENDERS/BIDS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED**" bearing the name and address of the bidder in a sealed envelope and must be deposited in the tender box on the Ground floor, Mogalakwena Local Municipality, 54 Retief street, Mokopane, 0601 by no later than **12h00 on Monday, 14<sup>th</sup> October 2024** where bids will be opened in public. Quotations or tenders received by way of facsimile, e-mail, telegraph, telephone, and late, will under no circumstances be considered.

Bids will be evaluated and adjudicated in terms of the PPPFA Preferential Procurement Regulations, 2022, of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000, and other applicable legislation and will be based on an 80/20 preferential point system as defined in the Conditions of Tender, read with the Supply Chain Management Policy of Mogalakwena Local Municipality.

The municipality reserves the right to accept all, some, or none of the bids submitted, either wholly or in part, and is not obliged to accept the lowest bid.

**Only prospective suppliers who are registered on the National Treasury's Central Supplier Database are eligible to bid.**

**MM MALULEKA  
MUNICIPAL MANAGER  
MOGALAKWENA LOCAL MUNICIPALITY**

**MBD 1: INVITATION TO BID  
PART A**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOGALAKWENA LOCAL MUNICIPALITY</b>					
<b>Bid Number</b>	10-2024/2025	<b>Closing Date</b>	14 <sup>th</sup> October 2024	<b>Closing Time</b>	12h00
<b>Description</b>	APPOINTMENT OF A PANEL OF FOUR (04) SERVICE PROVIDERS TO CONDUCT PROBITY AUDITS ON ALL TENDERS/BIDS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.				
<b>THE SUCCESSFUL BIDDER(S) WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7.1, MBD 7.2, OR MBD 7.3)</b>					

**DULY COMPLETED BID DOCUMENT MUST BE DEPOSITED IN THE MARKED TENDER BOX AT MOGALAKWENA LOCAL MUNICIPALITY, 54 RETIEF STREET, MOKOPANE, 0601, ON OR BEFORE 12H00 ON 14<sup>th</sup> October 2024**

<b>SUPPLIER INFORMATION</b>					
Name of Bidder					
Postal Address					
Street Address					
Telephone Number	<b>Code</b>		<b>Number</b>		
Cellphone Number					
Facsimile Number	<b>Code</b>		<b>Number</b>		
E-Mail Address					
VAT Registration Number					
Tax Compliance Status	<b>TCS PIN</b>		<b>CSD No.</b>		
<b>Preferential Points (80/20 or 90/10)</b>	Price = 80/90		Preferential Points = 20/10	Total = 100	
<b>Specific Contract Participation Goals</b>			<b>20</b>	<b>10</b>	<b>Tick for claim</b>
Black people (With no franchise in the national elections before the 1983 and 1993 Constitution/HDI)			<b>6</b>	<b>3</b>	
Women/Female (HDI)			<b>3</b>	<b>1</b>	
People with disability (HDI)			<b>3</b>	<b>2</b>	
Youth			<b>4</b>	<b>2</b>	
Locality (within Waterberg district)			<b>4</b>	<b>2</b>	
<b>TOTAL HDI SCORE</b>					
Total Number of Items Offered			<b>Total Bid Price:</b> Not to be considered at this stage and will only be applicable when sourcing quotations.		
<b>Signature of Bidder</b>			<b>Date:</b>		
<b>Capacity under which this bid is signed:</b>					
<b>ENQUIRIES MAY BE DIRECTED TO</b>					
<b>Contact Person</b>	<b>Supply Chain Management</b> <a href="mailto:supplychain@mogalakwena.gov.za">supplychain@mogalakwena.gov.za</a>		<b>KA Ngomana</b> <a href="mailto:ngomanak@mogalakwena.gov.za">ngomanak@mogalakwena.gov.za</a>		
<b>Telephone Number</b>	015 491 9649/9662		015 491 9823		

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION</b>
1.1 Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration 1.2 <b>All bids must be submitted on the official forms provided (not to be retyped)</b> 1.3 This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC), and where applicable, any other special conditions of contract.
<b>2. TAX COMPLIANCE STATUS</b>
2.1 Bidders must ensure compliance with their tax obligations 2.2 Bidders are required to submit their unique Personal Identification Number (PIN) issued by the South African Revenue Services (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. To use this provision, taxpayers must register with SARS as e-filers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a> . 2.4 Foreign suppliers must complete the Pre-Award Questionnaire in part B:3 below. 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/CSB number. 2.7 Where no TCS is available, but the bidder is registered on the Central Suppliers Database (CSD), a CSD number must be provided.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGNERS</b>
3.1 Is the entity a resident of the Republic of South Africa (RSA)? 3.2 Does the entity have a branch in the RSA? 3.3 Does the entity have a permanent establishment in the RSA? 3.4 Does the entity have any source of income in the RSA? 3.5 Is the entity liable in RSA for any form of taxation?  <b>If the answer is "no" to all the above, then it is not a requirement to register for a Tax Compliance Status System PIN Code from SARS and if not, the bidder must register as per 2.3 above.</b>

**NB: Failure to provide any of the above particulars may render the bid invalid. No bids will be accepted and considered from persons in the service of the state.**

SIGNATURE OF BIDDER: .....

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

DATE: .....

**3. FORM OF OFFER AND ACCEPTANCE**

**OFFER** (to be completed by the Tenderer)

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**BID NO: 10-2024/2025 - APPOINTMENT OF A PANEL OF FOUR (04) SERVICE PROVIDERS TO CONDUCT PROBITY AUDITS ON ALL TENDERS/BIDS FOR A PERIOD OF 3 YEARS AS AND WHEN REQUIRED.**

The tenderer, identified in the offer signature block below, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of contract identified in the contract data.

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Rand

(in words)

R\_\_\_\_\_ (In figures).

This Offer may be accepted by the Employer by signing the acceptance part of this form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the conditions of the contract identified in the contract data.

<b>Signature</b>		<b>Date</b>	
<b>Name</b>			
<b>Capacity</b>			
<b>Name of Tenderer</b>			

**Witness**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**ACCEPTANCE** (To be completed by the Employer)



By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

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

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

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

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the tender document) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at or just after the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

**For the tenderer**

<b>Name</b>		<b>Signature</b>	
<b>Date</b>			
<b>Capacity</b>	Municipal Manager	Chief Financial Officer	
<b>For the Employer</b>	Mogalakwena Local Municipality		
<b>Name of Witness</b>		<b>Signature</b>	

## **4. GENERAL CONDITION OF BID**

### **1. General Conditions of Contract**

- 1.1 This bid is subject to the General Conditions of Contract (GCC) 2010 and, where applicable, any other Special Conditions of Contract (SCC). Whenever there is a conflict between the GCC and the SCC, the provisions in the SCC shall prevail.

### **2. Pricing**

- 2.1 Rates and prices offered by the bidder must be written on the pricing schedule or form of offer of this document by hand, completed in full, and signed by a duly authorized signatory.
- 2.2 All prices shall be quoted in South African currency and must be **inclusive of VAT**. Bid prices that do not include VAT shall not be considered.
- 2.3 Bid prices must include all expenses, disbursements, and costs (e.g. transport, accommodation, etc.) that may be required for the execution of the bidder's obligations in terms of the contract. Bid prices shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the contract, as well as overhead charges and profit (if the bid is successful) unless otherwise specified.
- 2.4 All bid prices will be final and binding. A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall read out at the bid opening and shall be deemed to be the bid amount. Therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply.

### **3. Forward Exchange Rate Cover**

- 3.1 In the event of price(s) based on the exchange rate, the successful bidder(s) will be required to obtain exchange rate cover to protect the Municipality against exchange rate variations.
- 3.2 The bidder must provide proof of forward exchange rate cover within fourteen (14) days after the order was placed.
- 3.3 If proof that forward exchange rate cover was taken out within fourteen days after the order was placed but the proof is not submitted to the Municipality with the invoice, the contract price adjustment will not be accepted, and the contract may be canceled.

### **4. Submission of Bids**

- 4.1 Sealed bids, with the "**bid number and title**" clearly marked on the envelope must be deposited in the bid box on or before the closing date and time of the bid.
- 4.2 The bid box is situated in the Mogalakwena Local Municipality, Ground Floor, 54 Retief Street, Mokopane.
- 4.3 All attachment documents must be securely attached to the bid document. The Municipality shall not be held liable for any loss or damages due to the bidder's failure to comply with this condition.
- 4.4 If a courier service company is used for the delivery of the bid document, the bidder's description must be included in the delivery note/courier packaging and the courier must ensure that the bid documents are placed/ deposited into the bid box. The Mogalakwena Local Municipality will not be held liable for any bid document that is not timeously delivered, mislaid, or incorrectly delivered due to the negligence of the courier company or other party involved in the delivery of the bid document.

Please note:

- Bids that are deposited in the incorrect box shall not be considered.

- Mailed, telegraphic, or faxed bids shall not be accepted.
- Bid documents may only be completed in **black ink**. bidder errs while filling in the document
- The use of correction fluid and/or tape on the bid documents is prohibited. If there is an error, the bidder must draw a line through the error information, initial next to it, and make the correction directly above/below/next to it.
- All bids must be submitted in writing on the official forms supplied (not to be re-typed)

## 5. Opening, Recording, and Publication of Bids Received

- 5.1 Bids shall be opened on the closing date immediately after the closing time specified in the bid documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and any alternative bids will be read out aloud.
- 5.2 Details of the bids received in time will be recorded in a register which is open to public inspection.
- 5.3 Any bid received after the appointed time for the closing of bids **will not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the respective bidders at their request and cost.

## 6. Validity Period of Bids

Bids shall remain valid for ninety (90) days after the closing date of the bids.

## 7. Incorrect Information

Where a contract has been awarded on the strength of the information furnished by the bidder which after the conclusion of the relevant agreement, is proven to have been incorrect, the Municipality may, in addition to any other legal recourse at it has or may have, recover from the contractor all costs, losses, or damages incurred or sustained by the municipality as a result of the award of the contract.

## 8. Withdrawal of Bid During and After the Supply Chain Management (SCM) Process

- 8.1 When a bidder withdraws his or her bid during the SCM process, it must be in writing, prior to the award of the bid, of which Mogalakwena Local Municipality holds the right to accept or reject with or without a claim for any damages.
- 8.2 When a successful bidder withdraws or cancels the contract after the award of the bid to same, such bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

## 9. Invoices

- 9.1 Invoices must be forwarded to the **Mogalakwena Local Municipality, 54 Retief Street, Mokopane, 0601**
- 9.2 Tax invoices must comply with the requirements stipulated by SARS (VAT Act, 89 of 1991)
- 9.3 Ordinary Invoice (Not VAT Registered)
- a) The word “**INVOICE**” must be displayed in a prominent place on the face of the invoice.
  - b) The official invoice number and date of transaction must be clearly displayed.
  - c) Trade name, legal name, registration number (if any) and address of supplier.
  - d) The official order number of the Mogalakwena Local Municipality is compulsory (non-compliance, no payment).
  - e) The Municipality’s name and address.
  - f) Accurate description of goods and/or services supplied/provided.
  - g) Price

#### 9.4 VAT/Tax Invoice (VAT Registered)

- a) The words “**TAX INVOICE**” must be displayed in a prominent place on the face of the invoice.
- b) Address and VAT number of supplier
- c) The official invoice number and date of transaction must be clearly displayed.
- d) Trade name, legal name, registration number (if any), and address of supplier.
- e) The official order number of the Mogalakwena Local Municipality is compulsory (non-compliance, no payment).
- f) The Municipality’s name and address and VAT registration number (**4040106637**).
- g) Accurate description of goods and/or services supplied/provided.
- h) Unit of measurement of goods or services supplied or provided.
- i) Price and VAT amount

#### 10. Payment Terms

- 10.1 It is policy of Mogalakwena Local Municipality to pay all creditors by means of electronic funds transfer (EFT).
- 10.2 Creditors will be paid within 30 days after receiving an invoice and statement for the month in question, detailing all invoices during the month and reflecting the total amount due by the Municipality. The Municipality may, at its discretion, deviate from the but only in exceptional circumstances.

#### 11. Poor Performance

Where a supplier fails to render the services within the stipulated period, or should services rendered be deemed not to the satisfaction of the Mogalakwena Local Municipality, the bidder will receive written notice of poor performance. Failure to address performance issues could result in entire contract being reviewed or canceled.

#### 12. Central Supplier Database

No awards will be made to a bidder who is not registered on the National Treasury’s Central Supplier Database.

#### 13. Payment Terms

- 13.1 No bidder will be refunded any cost or disbursements incurred in respect of the project, save for where prior written approval of the Mogalakwena Local Municipality has been obtained in respect of such expenditure.
- 13.2 Any authorized disbursements will be refunded at the reasonable and actual cost determined by the Mogalakwena Local Municipality. Any expenditure incurred by the successful bidder in respect of authorized travel for the project will be refunded in accordance with the Mogalakwena Local Municipality’s travel policy as applicable from time to time. The rates payable for the use of private vehicles will be the prevailing rates quoted by the Automobile Association of South Africa.
- 13.3 All claims in respect of authorized disbursements (travel and subsistence costs) must be substantiated by documentary evidence such as receipts and logs of kilometres travelled.
- 13.4 All expenses incurred by the bidder for the proposal and presentations are the responsibility of the bidder and will not be reimbursed by the Mogalakwena Local Municipality.

#### 14. Joint Venture Agreement or Consortia

- 14.1 Bidders intending to bid in a joint venture or consortium must submit the following documentation together with the bid:

- a) A valid Tax Compliance Status Verification PIN issued by SARS of all parties of the Joint Venture or Consortium, and
- b) all parties of the Joint Venture or Consortium must submit signed copies of:
  - (i) The Declaration of Interest Form
  - (ii) The Declaration of Bidder's Past Supply Chain Management Practices Form.
  - (iii) The Certification of Independent Bid Determination Form, and
- c) An undertaking duly signed by all parties of the Joint Venture or Consortium indicating their intention to enter into an agreement for the purposes of this contract, and
- d) A consolidated valid and original or certified copy of their B-BBEE Status Level Verification Certificate.

Further to the above, the name of the Joint Venture or Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

**15. Samples for Quality Control**

- 15.1 If the samples are required in terms of specifications, such samples shall be supplied by the service provider at his or her own cost.
- 15.2 All samples approved will be retained by the Mogalakwena Local Municipality as standards for the duration of the contract.

**16. Tax Compliance Status PIN**

- 16.1 The bidder must submit a valid Tax Compliance Status PIN with the bid. Bidders should note that their tax compliance status shall be verified through the CSD and SARS.
- 16.2 Where a Tax Compliance Status PIN is not submitted with the bid, the Municipality shall use the CSD to verify the tax matter of the bidder.

## **5. 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 supplies are so delivered and a valid receipt is obtained.
  - 1.11 “Dumping” occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders

(prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported Content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

### **3. General**

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

### **4 Standards**

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

### **5. Use of contract documents and information inspection**

- 5.1 The provider 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 provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The provider 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 provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

### **6 Patent rights**

- 6.1 The provider 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 provider developed documentation/projects the intellectual, copy and patent rights or ownership or such documents or projects will vest in the Municipality.



## **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 provider'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 provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **8 Inspection, Tests and Analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an 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 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests, and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost

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

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

## **9 Packaging**

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

9.2 The packaging, 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 provider 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 provider 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 provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

## **14 Spare Parts**

- 14.1 As specified, the provider may be required to provide any or of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
- a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider 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 provider 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 provider 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 provider, 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 provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider 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 provider, 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 provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

## **16 Payment**

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 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 provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

## **17 Prices**

- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider 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 Increase/Decrease of Quantities**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised 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 Contract Amendments**

- 19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **20 Assignment**

- 20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **21 Subcontracts**

- 21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.

## **22 Delays in the Provider's Performance**

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider'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 provider.

## **23 Penalties**

- 23.1 Subject to GCC Clause 25, if the provider 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 good 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.
- 23.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.

## **24 Termination for Default**

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
  - c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

## **25 Anti-Dumping and Counter-Vailing Duties and Rights**

- 25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.

## **26 Force Majeure**

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

## **27 Termination for Insolvency**

- 27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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.

## **28 Settlement of Disputes**

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.
- 28.2 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 provider 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.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract

## **29 Limitation of Liability**

- 29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- a) the provider 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 provider to pay penalties and / or damages to the purchaser; and
  - b) the aggregate liability of the provider 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.

## **30 Governance Language**

- 30.1 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.

### **31 Applicable Law**

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

### **32 Notices**

32.1 Every written acceptance of a bid shall be posted to the provider 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.

32.2 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.

### **33 Taxes and Duties**

33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.

33.3 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 bidders are in order.

### **34 Transfer of Contracts**

34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

### **35 Amendment of Contracts**

35.1 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.



**6. SPECIAL CONDITIONS OF CONTRACT**

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Mogalakwena Local Municipality on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into the bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
  
2. I/We agree that:
  - a) the offer herein shall remain binding upon me and open for acceptance by the Mogalakwena Local Municipality during the validity period indicated and calculated from the closing time of the bid.
  
  - b) the bid and its acceptance shall be subject to the Supply Chain Management Regulations, the Municipal Finance Management Act, No. 56 of 2003, the Mogalakwena Local Municipality's Supply Chain Management Policy, and the General and Special Conditions of Contract, with I/we am/are fully acquainted.
  
  - c) If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance or fail to fulfill the contract when called upon to do so, the Municipality may, without prejudice to its rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between the Municipality and myself/ourselves. I/we will then pay to the Municipality any additional expenses incurred by the Municipality having either to accept any less favorable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid. The Municipality shall have the right to recover such additional expenditure by set-off against monies which may be due to me/us under this or any other bid or contract or against my guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Municipality may sustain by reason of my/our default.
  
  - d) if my/our bid is accepted, the acceptance may be communicated to me/us by registered post and that the South African Post Office Limited shall be treated as delivery agent to me/us.
  
  - e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and I/we choose domicile citadel et executant in the Republic at (full physical address):

.....  
.....

I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of the bid, that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I/we accept that any mistakes regarding the price(s) and calculations will be at my/our risk.

3. I/We hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement, as the Principal(s) liable for the due fulfillment of this contract.
4. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
5. Are you authorized to sign this bid? \* **YES or NO**
6. I/We confirm that I/we have declared all and any interest that I/we or any persons related to my/our business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.
7. Has the Declaration of Interest been duly completed and included with the bid forms? **YES or NO**
8. **CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**
  - 8.1 I/We, the undersigned, who warrant that I/we am/are duly authorized to do so on behalf of the bidder, certify that the information supplied in terms of this document is correct and true, that the signatory to this document is duly authorized and acknowledge that:
  - 8.2 The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Municipality if requested to do so.
  - 8.3 If the information supplied is found to be incorrect and/or false then the Municipality, in addition to any remedies it may have, may:
    - a) Recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract, and/or
    - b) Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellation.

**BIDDER'S NAME** : \_\_\_\_\_

**BIDDER'S REPRESENTATIVE** : \_\_\_\_\_

**SIGNATURE** : \_\_\_\_\_

**DATE** : \_\_\_\_\_

**WITNESSES**

1. **Name** : \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Date** : \_\_\_\_\_

2. **Name** : \_\_\_\_\_ **Signature :** \_\_\_\_\_

**Date** : \_\_\_\_\_

**MOGALAKWENA LOCAL MUNICIPALITY**  
**CONTINUATION OF SPECIAL CONDITIONS OF CONTRACT**

**RULES IN RESPECT OF BID DOCUMENTS**

“Council”	shall mean the Mogalakwena Local Municipality
“Committee”	shall mean the Committee of Council whose responsibility it is to consider bids and advise Council on acceptance or otherwise.
“Municipal Manager”	shall mean the accounting officer of the Mogalakwena Local Municipality, or such person appointed by Council to act in that capacity.
“Head of Department”	shall mean the head of the municipal department concerned with the particular bid or such person appointed by Council to act in that capacity.

**All bidders are hereby advised in the event that the bid is accepted by Council all conditions and stipulations set out in this bid and in all forms, schedules and/or annexures hereto, will be the contract between the Bidder and the Municipality.**

1. Bidders must acquaint themselves fully with the Rules, General Conditions, and Special Conditions of bids.
2. Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications, and proposals in all respects, may in the sole discretion of the Municipality invalidate the bid.
3. Failure to sign the **Form of Offer** and the **MBD 1 Form** will invalidate the bid unless it is the acceptable bid received in which case Council may recommend it be considered as an offer after the signature by the bidder has been secured.

Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must the department concerned immediately if there is any duplication or obscure typing or if there any doubt as to meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.

4. Bidders shall quote delivery periods for the products specified and shall supply all the information called for on the attached data schedules.
5. Guarantee

Where applicable, bidders shall provide, at the time of bidding, details of the guarantee given with the products offered together with the period for which the guarantee is effective from date of delivery.

6. **No bid will be accepted unless made out on the forms provided.**

7. A signed copy of the conditions and specifications must accompany the bid.
8. Bids received after 12h00 on the closing date will not be accepted.
9. After the bids have been opened, a bid may not be withdrawn by the person or firm submitting it except with the concurrence of Council.
10. Council reserves the right to accept whole or a portion of any bid.
11. Should there be any difference between the prices or particulars contained in the official form of bid and those contained in the covering letter from the bidder the prices and particulars contained in the official form of bid, in all circumstances, shall prevail.
12. If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.
13. Bids must be submitted in sealed envelopes.
14. The bid number and title of the bid must appear on the front of the sealed envelope in which the bid is submitted.
15. The Municipality shall not be obliged to accept the lowest or any bid, only bidders with the necessary experience, qualifications and technical capacity to carry out the requirements of this bid must submit a bid in regard hereto. The Municipality will consider all prices and submissions made by bidders. Should the Municipality require that a special price and/or submission be reconsidered, it reserves the right to do so, subject to the Municipality requesting all bidders to submit such a request or revision of the bid proposal.
16. The bidder undertakes that they will make themselves and their staff members, officials and employees, and agents aware of appropriate legislation, regulations, and by-laws of the Municipality that might have implications on the bidder's activities in terms hereof.
17. Neither the Municipality nor any official of the Municipality will be held responsible for the loss of a potential opportunity to bid due to the failure of the bidder to comply with any of the requirements of this bid.
18. The covering letter or other matter submitted with the official bid document may explain, amplify, or illustrate, but not replace any part of the official bid document or the information furnished therein.
19. All data/information supplied by the Municipality will be received by the bidder at his/her risk. It will be the responsibility of the bidder to check and verify the accuracy of the data/information supplied by the Municipality. The Municipality will not be held responsible for any inaccurate data/information supplied.
20. **Two envelope system WILL NOT apply to this project.**
21. PAYMENT OF MUNICIPAL SERVICES  
Proof must be produced, together with the bidding documents that the entity is not indebted to the Municipality or the municipality in their area of residence, for a period of more than 90 days for services

rendered/property rates payable. Bidders residing on farms with no municipal services should submit a letter from their Induna/owner stating the above.

## 22. INVITATION TO BID

Bids shall be invited by the Municipal Manager in terms of the Supply Chain Management Policy of the Mogalakwena Local Municipality.

## 23. ACCEPTANCE OF BIDS

After the opening of bids, the official designated by the Municipal Manager shall forward such bids to the Head of Department for whom such bids have been invited. The Head of the Department concerned will then consider the bids and prepare a preliminary bid evaluation report detailing any irregularity or defect in connection with the received bids or matters relating to the calling of bids to the Chief Financial Officer for further processing to the Bid Evaluation Committee (BEC).

## 24. BID DOCUMENTS

- a) Where applicable all bid documents and drawings are to be returned at the time of bidding except where an additional copy of the Schedule of Quantities is provided, a copy may be retained by the bidder for their records. The original Schedule of Quantities must be forwarded to the Mogalakwena Local Municipality.
- b) After awarding the bid, no documents will be returned to any unsuccessful bidder but will be retained by the Municipal Manager.
- c) All bid documents must be completed in black ink, and should any alteration, omission, erasure, or addition be made, it will not be recognized unless authenticated with the initials of the bidder and those of the witnesses of his signature. Bidders may, however, qualify their bid by a letter accompanying the bid documents.
  - (i) Any irregularity, incompleteness, or obscurity in a bid renders it liable for rejection.
  - (ii) Failure to sign the bid document will invalidate the bid, unless where the bid is only acceptable bid received in which case the Head of Department may recommend that it be considered as an offer after signature by the bidder has been secured.
  - (iii) Bidders shall check that they have been provided with the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be taken that there no doubts or errors, and no liabilities whatsoever will be in respect of errors in the bid documents due to foregoing.

## 25. DEPOSITS

The Mogalakwena Local Municipality does not charge a tender deposit and bid documents are downloadable free of charge from the Municipality's official website, [www.mogalakwena.gov.za](http://www.mogalakwena.gov.za) or from the e-Tender Portal, [www.etender.gov.za](http://www.etender.gov.za)

## 26. LATE BIDS

Any bid received after the closing date and time advertised for the receipt of bids shall **NOT** be considered.

## 27. COMMUNICATION PROHIBITED

- a) Except where clarification of a bid is necessary or whenever it is necessary to approach a bidder for an extension of the validity period of the bid, no communication, without the written authority of Council, shall take place between the bidder and any member or official of Council on a question affecting any matter which is subject of a bid between the closing date and time of a bid and the acceptance by Council of the bid. Only authorized Council officials may communicate with the bidder for questions of clarity or seeking an extension of the validity period of bids.
- b) In no case shall bids be returned or referred to bidders for amendment or completion in any respect without the written authority of Council.

## 28. COUNCIL NOT OBLIGED TO ACCEPT ANY BID

Council does not bind itself to accept the lowest or any bid, and where the bid documents allow for such cases, reserves the right to accept a portion of any bid. Council will not compensate the bidder in the preparation and submission of this bid.

## 29. DEVIATION FROM CONTRACT

Council reserves the right to deviate or procure goods and services outside of this contract if and when the need arises.

## 30. ALTERNATIVES

The bidder may submit alternatives which, in their opinion, are to the Council's economic and technical advantage.

## 31. CONTRACT DURATION

The contract will be valid for thirty-six (36) months or three (3) years from the date of appointment.

## 32. POST AWARD PRODUCT COMPLIANCE PROCEDURES

The following post-award product compliance procedure will apply:

- (i) In the case where the equipment has been discontinued/replaced with a new model, the service provider(s) will be required to submit a letter(s) from the Manufacturer/Supplier stating the changes and the approval be obtained from the Municipal Manager prior to executions of such changes.
- (ii) Furthermore, service provider(s) are expected to disclose information on the following:
- (iii) Financial implications and price variances
- (iv) Any potential risk

- (v) The new model should at least meet the minimum specifications of the original model.
- (vi) The delivery and installation of the new equipment cannot be effected without approval from the relevant head of the department.

### 33. DEMONSTRATIONS AND INSPECTIONS

- i. All bidders must be prepared to demonstrate, where required, free of charge and obligation, at the Mogalakwena Local Municipality or any other area within the boundary of its jurisdiction, any services offered in this bid.
- ii. Where officials are required to attend demonstrations or inspections outside the boundary of Mogalakwena Local Municipality's area of jurisdiction, all costs to attend such demonstrations shall be borne by the bidder.

### 34. PRICE ADJUSTMENTS

In the event of the total price increase exceeding the going rate of inflation during the bidding period, Council reserves the right to withdraw the bid and call for fresh bids. (see MBD 3.2 for price adjustment formula)

Prices for labour and materials submitted in the bid for the purpose of allowing for statutory increase must be ruling prices as of the date of bidding.

Should the bidder wish to place the risk of the rise or fall in certain items or factors of costs to the account of the Municipality, the bidder shall state specifically under a separate cover with respect to which items or factors of costs he wishes to avoid the risk of rise or fall and at what rate they have calculated those items or factors of costs in their offered price.

It should be emphasized that price adjustments based on the rate of exchange (ROE) will be allowed only on the imported content of the commodity and it should only meet the provider's additional costs on the imported content. Price adjustments due to fluctuations in the ROE should indicate the dates and period of effect issued by the South African Reserve Bank at 12h00 of the specified date. Unless any item or factor of costs is reserved in terms of this clause, the bid shall be considered to be a firm delivery price. (see MBD 3.2)

- 35. Where applicable, all redundant or unusable products, materials, or equipment that are removed from the site remain the property of the Municipality and shall be returned to the Municipality. The service provider shall obtain a written acceptance of the goods unless the bid states otherwise.

### **NB: THE FOLLOWING CLAUSES ARE REPEATED TO HIGHLIGHT THEIR VALUE AS FACTORS THAT LEAD TO THE REJECTION OF THE BID**

- (i) All bid documents must be completed in black ink and should any alteration, omission, erasure, or addition be made, such will not be recognized unless authenticated with the initials of the bidder and those of the witnesses of their signature.

- (ii) Failure to sign the bid document will invalidate the bid, unless the bid is the only acceptable bid received in which case the Municipal Manager may recommend that it be considered as an offer upon securing the signature of the bidder.
- (iii) No correction fluid/tape may be used.
- (iv) Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must advise the Municipality immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct, and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.
- (v) Bids received after the official closing date and time of this bid will not be accepted.
- (vi) Proof must be produced, together with the bidding documents that the entity is not indebted to the Municipality or a municipality in their area of residence, for a period of more than 90 days for services rendered/property rates payable. Bidders residing on farms with no municipal services should submit a letter from Induna/owner stating the above.
- (vii) A valid Tax Compliance Status PIN or CSD Master Registering Number should be supplied on MBD 1 for verification.

**NAME OF BIDDER** : .....

**ADDRESS** : .....

**TELEPHONE NUMBER** : .....

**NAME OF THE OFFICIAL** : ..... **POSITION** .....

**SIGNATURE** : ,,..... **DATE** .....

*WITNESS*

**NAME** : ..... **NAME** .....

**SIGNATURE** : ..... **SIGNATURE** .....

**ID NUMBER** : ..... **ID NUMBER** .....



**7. AUTHORITY OF SIGNATORY**

Indicate the status of the bidder by ticking the appropriate box hereunder. The bidder must complete the certificate set out below for the relevant category.

COMPANY	PARTNERSHIP	JOINT VENTURE	SOLE PROPRIETOR	CLOSE CORPORATION

**A. Certificate for Company**

I, \_\_\_\_\_ chairperson of the board of directors of

\_\_\_\_\_ hereby confirm that by resolution of the board of directors

(copy attached) taken on \_\_\_\_\_ Mr/Ms \_\_\_\_\_ acting in the capacity

of \_\_\_\_\_, was authorized to sign all documents in connection with this bid for **Bid No: 10-2024/2025**

and any contract resulting from it on behalf of the company.

Witnesses:

1. \_\_\_\_\_ Chairman \_\_\_\_\_

2. \_\_\_\_\_ Date \_\_\_\_\_

**B. Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as \_\_\_\_\_

hereby authorize Mr/Ms \_\_\_\_\_ acting in the capacity of \_\_\_\_\_

to sign all documents in connection with this bid for **Bid No: 10-2024/2025** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorize Mr/Ms \_\_\_\_\_ authorized signatory of the company \_\_\_\_\_ acting in the capacity of lead partner to sign all documents in connection with this bid for **Bid No: 10-2024/2025** and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of the partners to the Joint Venture.

Name of Firm	Address	Authorizing Name and Capacity	Authorizing Signature
Lead Partner:			

NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid. A board resolution, authorizing each signatory who signed above to do so, is to be submitted with the bid.

**D. Certificate for Sole Proprietor**

I, \_\_\_\_\_, hereby confirm that I am the sole owner of the  
business trading as \_\_\_\_\_

Witnesses:

1. \_\_\_\_\_ Sole Owner \_\_\_\_\_

2. \_\_\_\_\_ Date \_\_\_\_\_

**E. Certificate for Close Corporation**

We, the undersigned, being key members in the business trading as \_\_\_\_\_

hereby authorize Mr/Ms \_\_\_\_\_ acting in capacity of \_\_\_\_\_

to sign all documents in connection with this bid for **Bid No: 10-2024/2025** and any contract resulting from it on our behalf.

Name	Address	Signatory	Date

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

**8. RECORD OF ADDENDA**

We confirm that the following communications received from the employer before the submission of this bid offer, amending the bid documents, have been considered in this bid offer.

No.	Date	Title or Details
1.		
2.		
3.		
4.		

Attach additional pages if more space is required

**Failure to acknowledge any addendum released by the Mogalakwena Local Municipality may result in your bid submission being declared non-responsive.**

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (Print)</b>	
<b>Capacity</b>		<b>Date</b>	

**9. BANKING DETAILS**

It is the policy of the Mogalakwena Local Municipality to pay all creditors by means of direct bank transfers. Please complete this form and acquire your banker's confirmation.

<b>ACCOUNT HOLDER</b>	
<b>NAME OF BANK</b>	
<b>ACCOUNT NUMBER</b>	
<b>ACCOUNT TYPE</b>	
<b>BRANCH NAME</b>	
<b>BRANCH CODE</b>	
<b>BRANCH CONTACT PERSON</b>	
<b>PHONE NUMBER</b>	
<b>FAX NUMBER</b>	

I/We hereby request and authorize the Mogalakwena Local Municipality to pay any amounts that may accrue to me/us to the credit of my my/our bank account.

I/We further undertake to inform the Mogalakwena Local Municipality in advance of any changes in my/our bank account details and accept that this authority may only be cancelled by me/us by giving thirty (30) days' notice by prepaid registered post.

**Alternatively, the bidder may submit a letter from their bank worded as above, providing the required details and signed by an appropriate bank official (attach behind this page).**

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (Print)</b>	
<b>Capacity</b>		<b>Date</b>	

**10. DECLARATION OF MUNICIPAL ACCOUNTS**

**Declaration in terms of regulation 38(1)(d)(1) of the Local Government: Municipal Supply Chain Management Regulations**

**NB: Please note that this declaration must be completed by ALL bidders**

- i. I, the undersigned hereby declare that the signatory to this bid is duly authorized and further declare that,
- ii. I acknowledge that according to regulation 38(1)(d)(i) of the Municipal Supply Chain Management Regulations the Municipality may reject the bid of the bidder if any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members/partners to the Mogalakwena Local Municipality, or to any other municipality or municipality, are in arrears for more than ninety (90) days or three (3) months.
- iii. I acknowledge that, should it be found that any municipal rates and taxes or municipal service charges as set out in (ii) above are in areas for more than ninety (90) days or three (3) months, the bid will be rejected and the Mogalakwena Local Municipality may take such remedial action as is required, including the rejection of the bid and/or termination of contract; and
- iv. The following account/s of the bidding entity has reference:

Physical Business Address(es) of the bidder	Municipality	Municipal Account Number

**NB: If the above space is insufficient, please submit it on a separate page.**

Please note that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the form below by means of a tick next in the relevant block.



Reason	Tick	Portfolio of Evidence
Bidding entities who rent premises from a landlord,		A signed copy of the lease agreement together with a letter from the landlord stating that no levies are in arrears
Bidding entities who operate from a property owned by a director/member/partner		Municipal account statement/s of a director/member/partner
Bidding entities who operate from farms/informal settlements		A letter from their Induna/owner
Bidding entities who operate from someone else's property.		A sworn affidavit stating the details and relationship with the property owner.

**Attach latest municipal account statement behind this page. The portfolio of evidence must not be older than three (3) months from the close of this bid.**

**SIGNED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_**

**Name of Duly Authorized Signatory: (Please Print): \_\_\_\_\_**

**Authorized Signature : \_\_\_\_\_**

**Witnesses:**

1. \_\_\_\_\_

2. \_\_\_\_\_

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (Print)</b>	
<b>Capacity</b>		<b>Date</b>	

**11. CENTRAL SUPPLIER DATABASE**

**No awards will be made to a bidder who is not registered on the Central Supplier Database (CSD)**

The establishment of a Central Supplier Database resulted in one supplier database to serve as the source of supplier information for all spheres of government. The purpose of centralizing the government’s supplier database is to reduce duplication of effort and costs for both the suppliers and the government while enabling electronic procurement processes

Registration on the Central Supplier Database must done online via the website: <https://secure.csd.gov.za/>

If the business enterprise is registered on the CSD and it is found subsequently that false or incorrect information has been supplied, then the Municipality may, without prejudice to any legal rights or remedies it may have:

- Cancel a bid or a contract awarded to such bidder/supplier, and the bidder would become liable for any damages if a less favorable bid is accepted, or less favorable arrangements are made.
- The same principles as above stated, should the successful bidder fail to request updating of its information on the Central Supplier Database, relating to changed particulars or circumstances.

**IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING DATE AND TIME OF THE BID, THEN THE SUPPLIER BIDDER MAY BE DISQUALIFIED AT THE BID EVALUATION PROCESS.**

**PROOF OF FULL REGISTRATION (ACTIVE VENDOR) WITH CSD SHOULD BE ATTACHED TO THIS PAGE**

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (Print)</b>	
<b>Capacity</b>		<b>Date</b>	

**12. MBD 3.1: PRICING SCHEDULE – FIRM PRICES (PURCHASES)**

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

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

Name of Bidder: ..... Bid Number .....

Closing Time ..... Closing Date .....

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

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

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

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

\* Delete if not applicable.

**13. MBD 3.2: PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)**

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

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

Name of Bidder: ..... Bid Number .....

Closing Time ..... Closing Date .....

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

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

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

\* Delete if not applicable.

## MBD 3.2: PRICE ADJUSTMENTS

### A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

Where:

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

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

Index.....	Date .....	Index.....	Date .....	Index.....	Date .....
Index .....	Date .....	Index .....	Date .....	Index .....	Date .....

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

FACTOR (D1, D2, etc., e.g., Labour, Transport, etc.)	PERCENTAGE OF BID PRICE

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

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

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

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

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

#### **14. MBD 4: DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, 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 authorized 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.

<b>3.1</b>	<b>Full Name of bidder or his or he representative</b>	
<b>3.2</b>	<b>Identity Number</b>	
<b>3.3</b>	<b>Position occupied in the Company (director, trustee, shareholder)</b>	
<b>3.4</b>	<b>Company Registration Number</b>	
<b>3.5</b>	<b>Tax Reference Number</b>	
<b>3.6</b>	<b>Vat Registration Number</b>	

- 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.

<b>3.8</b>	Are you presently in the service of the state?	Yes	No
<b>3.8.1</b>	If yes, furnish particulars		
<b>3.9</b>	Have you been in the service of the state for the past twelve months?	Yes	No
<b>3.9.1</b>	If yes, furnish particulars		
<b>3.10</b>	Do you have any relations (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	Do you have any relations (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
3.11.1	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, managers, principal shareholders or stakeholders in the service of state?	Yes	No
3.13.1	If yes, furnish particulars		
3.14	Do you or any of the directors, trustees, managers, principal shareholders or stakeholders of this company have interest in any other related companies or businesses whether or not they are budding 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

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (Print)</b>	
<b>Capacity</b>		<b>Date</b>	

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

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

<sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company

**15. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

This preference points claim form must form part of all bids estimated to exceed R30 000. It contains general information and serves as a claim form for preferential points for specific goals as prescribed in the PPPFA Preferential Procurement Regulations, 2022, the Broad-Based Black Economic Empowerment Act, and the promotion of local economic development.

**1. GENERAL CONDITIONS**

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

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

**The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore 80/20 preference point system shall be applicable or**

1.2. Points shall be awarded for:

- a) Price;
- b) B-BBEE Status Level of Contributor (Specific Goal 1); and
- c) Locality of bidder (Specific Goal 2)

1.3. The formulae and methodologies for calculating price and specific goal points as set out in the 2022 PPPFA Regulations 4 to 7 of PPPFA Preferential Procurement Regulations, 2022, shall apply.

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

		<b>POINTS</b>	
<b>3. Price</b>		<b>80</b>	<b>90</b>
<b>4. Specific Contract Participation Goals</b>		<b>20</b>	<b>10</b>
<b>2.1 Historically Disadvantaged Individuals (HDI)</b>		<b>16</b>	<b>8</b>
2.1.1 Who had no franchise in national elections before the 1983 and 1993 Constitution	8/4		
2.1.2 Who is female	4/1		
2.1.3 Who has a disability and/or Youth	2/1		
2.1.4 Who is Youth	2/1		
<b>2.2 Other specific goals (Local Economic Development goals of the RDP)</b>			
2.2.1 Business operations within the Waterberg District	4/2		
<b>Total points for Price and HDI principles must not exceed</b>		<b>100</b>	<b>100</b>

**To claim specific goals listed under 2.2 above the bidder must submit a municipal account statement in the name of the company or individual in the case of the sole proprietor.**

1.5. Failure on the part of a bidder to submit proof of claim together with the bid will be interpreted to mean that the preference points are not claimed.

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

## 2. DEFINITIONS

- a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals.
- d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- e) "Functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- f) "price" includes all applicable taxes less all unconditional discounts.
- g) "Proof of B-BBEE status level of contributor" means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person.
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice.
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- h) "Rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- i) "Specific goals" means specific goals as contemplated in Part 05 of Mogalakwena Local Municipality's Supply Chain Management Policy.

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE – THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

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

Where:

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

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

#### POINTS AWARDED FOR PRICE

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

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

Where:

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

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to bidders: The bidder must indicate how they claim points for each preference point system.)*

The specific goals allocated in terms of this bid	Number of points allocated (80/20) (To be completed by the organ of state)	Number of points allocated (90/10) (To be completed by the organ of state)	Number of points claimed (80/20) (To be completed by the bidder)	Number of points allocated (90/10) (To be completed by the bidder)
Category 1: Ownership – Historically Disadvantaged Individuals (HDI) by unfair discrimination (No franchise in national elections before 1983 and 1993 Constitution)	16	8		

• Race	6	3		
• Female	3	1		
• Youth	4	2		
• Disability	3	2		
<b>Category 2: Reconstruction and Development Programme (Government Gazette: 16085 of 23 November 1994)</b>				
• Promotion of Local Enterprises (within the Waterberg District)	4	2		
<b>TOTAL</b>	<b>20</b>	<b>10</b>		

Table 1

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3 Name of company/firm \_\_\_\_\_

4.4 Company registration number \_\_\_\_\_

4.5 Type of Company/Firm

- Partnership/Joint Venture/Consortium
- Sole Propriety
- Close Corporation
- Public Company
- Private Company
- State Owned Company

4.6 I, the undersigned, who is duly authorized to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals of this bid, qualifies the company/firm for the preference(s) shown and I acknowledge that:

- a) The information furnished is true and accurate;
- b) The preference points claimed are in accordance with the general conditions as indicated in paragraph 1 of this form;
- c) In the event of a contract being awarded as a result of points claimed as shown in the paragraph 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- d) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state, in addition to any other remedy it may have:
  - i. disqualify the person from the bidding processes;
  - ii. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- iii. cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation;
- iv. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted in a fraudulent manner, be restricted from obtaining business from any organ of state for a period not exceeding 10 years after the *audi alteram partem* rule has been applied; and
- v. forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF BIDDER(S)**

**SURNAME AND NAME:**

.....

**DATE:**

.....

**ADDRESS:**

.....

.....

.....

**16. MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Municipal Bidding Document must form part of the of all invited bids
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 to combat the abuse of the supply chain management system.
3. **The bid of any bidder may be rejected if the bidder or any of its directors have:**
  - a) Abused the Municipality's Supply Chain Management System or committed any improper conduct in relation to such system;
  - b) Been convicted for fraud or corruption during the past five years;
  - c) Wilfully neglected, reneged or failed to comply with any government, municipal, or public sector contract during the past five years; or
  - d) Been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004.
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid**

ITEM	QUESTION	YES	NO
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the state?  (Companies or persons who are listed on this database were informed in writing of their restriction by the accounting officer/authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied.  The database of Restricted Suppliers can be accessed on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> .	YES	NO
4.1.1	<b>If so, furnish particulars:</b>		
4.2	Is the bidder or any of its directors listed on the National Treasury's Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act, No. 12 of 2004?  <b>(The Register for Bid Defaulters can be accessed on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>.)</b>	YES	NO
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years.	YES	NO
4.3.1	If so, furnish particulars:		

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 any other municipality/municipal entity, that is in arrears for more than three months?	YES	NO
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and 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 contract?	YES	NO
4.5.1	If so, furnish particulars:		

**CERTIFICATION**

I, the undersigned (full name),

---

certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (Print)</b>	
<b>Capacity</b>		<b>Date</b>	



## **17. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

I, the undersigned, in submitting the accompanying bid: \_\_\_\_\_

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

In response to the invitation for the bid made by: \_\_\_\_\_  
(Name of Municipality/Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

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

- e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  9. The terms of the accompanying bid have 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 awarding of the contract.
  10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, No. 89 of 1998 and/or may be reported to the National Prosecutions Authority (NPA) for criminal investigation and/or may be restricted in terms of the Prevention and Combating of Corruption Activities Act, No. 12 of 2004, or any other applicable legislation.

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (Print)</b>	
<b>Capacity</b>		<b>Date</b>	



## **PART B: SPECIFICATIONS AND PRICING SCHEDULE**

## **18. TERMS OF REFERENCE/SPECIFICATIONS**

### **1. INTRODUCTION**

The purpose of this invitation to bid is to solicit suitably qualified and experienced service providers to submit proposals to the Mogalakwena Local Municipality to render probity audit services on all tenders/bids for a period of three (3) years as when required.

### **2. BACKGROUND**

- 2.1 The Mogalakwena Local Municipality has maintained a qualified audit opinion in the 2022/23 financial year and has had to perform material audit adjustments relating to irregular expenditure.
- 2.2 The Mogalakwena Local Municipality's management has committed to resolving material misstatements in the annual financial statements during the 2023/24 financial year and beyond. To achieve this, the Municipality has identified the requirement to appoint a service provider to conduct probity audits of all tenders/bids before the final award.
- 2.3 The probity audit of tenders/bids is expected to enhance transparency by examining financial records, contracts, and procurement processes. The audit will establish whether the decisions are reached impartially and that funds are used for their intended purposes. Probing the fairness and impartiality of the decision-making process adds another level of accountability and assists in preventing corruption and conflict of interest.
- 2.4 Probity audit of bids will, therefore, scrutinize the procurement process and internal controls, helping identify vulnerabilities that may be exploited to allow the Mogalakwena Local Municipality to tighten its systems, enhance operational efficiency, minimize risks, and improve overall governance.

### **3. PROBITY MANDATE, OBJECTIVE AND SCOPE**

- 3.1 The service provider will be mandated to ensure the following:
  - 3.1.1 The process of evaluating bids is fair, equitable, transparent, competitive, and cost-effective as prescribed by the Local Government: Municipal Finance Management Act, No. 56 of 2003 (MFMA) and section 217 of the Constitution of the Republic of South Africa.
  - 3.1.2 The evaluation criteria for bids are used and applied consistently on all acceptable bids.
  - 3.1.3 The requirements and conditions of the bids are adhered to throughout the evaluation process of bids.
  - 3.1.4 The risks that may be attendant in the bid evaluation and adjudication process are identified and addressed accordingly within the scope of the Bid Evaluation Committee (BEC).

- 3.1.5 Advise on any matters that may render the integrity of the bid process to be doubtful and any emerging risks that may be ensuing to the finalization of the bid evaluation process, if not addressed at the evaluation stage of the bidding process.
- 3.1.6 Prepare and submit a probity audit report to the chairperson of the Bid Evaluation Committee, the chairperson of the Bid Adjudication Committee, the Head of the Supply Chain Management unit, and the Chief Financial Officer.
- 3.1.7 The scope of this assignment is limited to the tenders/bids that will be identified by the Mogalakwena Local Municipality for the probity audit on an as-and-when-required basis.

#### **4. ACCESS TO ELECTRONIC MAIL (E-MAIL) FACILITY**

The appointed Service Providers will be required to have access to the electronic mail (e-mail) facilities to receive official orders for the appointment to conduct probity audits on all tenders/bids for a period of 3 years as when required in line with the conditions of this bid.

## **19. EVALUATION PROCESS (CRITERIA)**

**The bid shall be evaluated in three (3) stages as follows:**

- a) Stage 1: Administrative Compliance
- b) Stage 2: Technical Evaluation/Functionality Assessment
- c) Stage 3: Price and Specific Goals

### **Stage 1: Administrative Compliance**

The Municipality has prescribed minimum administrative requirements that must be met by the bidders, to determine if the bid qualifies to be recognized as an acceptable bid, for further evaluation. In this regard, administrative compliance will be carried out to determine whether the bidder's bid complies with the set minimum requirements for administrative compliance.

- a) Fully completed and signed Municipal Bidding Documents (MBDs) Forms in black ink. Bid documents that have NOT been manually completed in black ink and have been electronically completed shall be declared invalid and accordingly rejected.**
- b) A copy of a municipal account statement for municipal rates and taxes or services in the name of the bidding entity or bidder that is not older than three (3) as of the date of closure of bid, if renting, a lease agreement and owner's proof of municipal rates must be submitted (not in arrears for more than three (3) months before closing of date of bid). If the bidder is operating where municipal rates are not applicable, a proof of residence from the traditional authority must be submitted (not older than three (3) months before the closing date.
- c) A Joint Venture/Consortium agreement (if applicable)
- d) Tax Compliance Status Verification PIN.
- e) A recent Central Supplier Database (CSD) registration report detailing all compliance requirements (last verified after the date of advertisement of bid and before the closure date of bid).

## Stage 2: Technical Evaluation/Functionality Assessment

The bidders are required to meet a minimum functionality score **70%** based on the criterial listed below. A score of less than **70%** for functionality will render the bid non-responsive. The onus rests with the bidder to supply sufficient information to allow for evaluation and award of points detailed below:

Functionality Area/Criteria	Prompts for Judgement/Scoring Guide	Points Awarded	Max Score
<b>Strategy and plan for the engagement</b>	The respondents are required to submit a technical approach and methodology for the engagement which must include a detailed work plan (probity audit and probity review).	<ul style="list-style-type: none"> <li>• Inadequate/unrelated solution = <b>0</b></li> <li>• Technical approach and methodology not aligned to the scope of probity audit = <b>0</b></li> <li>• A detailed technical approach is provided and is aligned with the scope of the probity audit = <b>10</b></li> <li>• A detailed technical approach is provided that is aligned to the scope of work/ highlighting the risk/s of the work and mitigation measures = <b>30</b></li> </ul>	<b>30</b>
<b>Experience, skills, and ability of the key resources</b>	<p>The required qualifications and experience should be in a relevant field /industry. Respondents must attach:</p> <ul style="list-style-type: none"> <li>• Curriculum Vitae per resource</li> <li>• Certified copies of qualifications</li> <li>• Proof of registration with a professional body.</li> </ul>	<ul style="list-style-type: none"> <li>• No technical experience and not relevant qualifications, with no registration with the relevant professional body= <b>0</b></li> <li>• At least one (1) year of technical experience and relevant qualifications, with no registration of the relevant professional body = <b>10</b>.</li> <li>• At least three (3) years of technical experience and relevant qualifications, with</li> </ul>	<b>30</b>



		<p>registration of the relevant professional body = <b>20</b></p> <ul style="list-style-type: none"> <li>• At least five (5) years of technical experience and relevant qualifications, with registration of the relevant professional body = <b>30</b></li> </ul>	
<b>Experience, skills, and ability of the service provider.</b>	<p>The respondents must submit proof of successfully executed and completed probity audit projects or similar, in the last five years in the public sector.</p> <p>Respondents must provide signed and authenticated reference letter(s) and appointment letter(s) including the contract period (start and end date), service provided, contact person, contract number, and the value of the project/contract. The information must be provided on their clients' stamped letterhead.</p>	<p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>• List of projects provided but not in the public sector = <b>0</b>.</li> <li>• Less than three (3) similar projects in the public sector = <b>10</b></li> <li>• Three (3) to six (6) similar projects = <b>20</b>.</li> <li>• Seven (7) to Nine (9) similar projects = <b>30</b>.</li> <li>• Ten (10) or more similar projects = <b>40</b>.</li> </ul>	<b>40</b>
<b>Total Points for Functionality</b>			<b>100</b>

**Please note that being on the panel does not mean that a firm will automatically be awarded or allocated work or assignments.**

Multiple service providers would be appointed to a panel agreement, therefore below indicated preferential scoring system will only apply when sourcing quotations on a rotational basis from the existing panel of qualifying professional service providers, and thereon the acceptable/successful bidder will be requested to execute the contract.

### Stage 3: Price and Specific Goals

This is estimated to exceed R50 million in value and as such, the 80/20 preference point system shall apply as set out in the PPPFA Preferential Procurement Regulations, 2022, as follows:

Points for Price	80 Points
Specific Goals	20 Points
<b>Total Points</b>	<b>100 points</b>

The specific goals allocated in terms of this bid	80/20 Preference Point System	80/20 Preference Point System	Means of Verification
<b>Category 1: Ownership – Historically Disadvantaged Individuals (HDI) by unfair discrimination (No franchise in national elections before 1983 and 1993 Constitution)</b>	<b>16</b>	<b>8</b>	
<ul style="list-style-type: none"> <li>Race – Black African, Coloured and Indian</li> </ul>	6	3	CSD report and certified copy of Identity Document
<ul style="list-style-type: none"> <li>Female</li> </ul>	3	1	CSD report and certified copy of Identity Document
<ul style="list-style-type: none"> <li>Youth</li> </ul>	4	2	CSD report and certified copy of Identity Document
<ul style="list-style-type: none"> <li>Disability</li> </ul>	3	2	Certified copy of Doctor's Certificate and Medical Practice Number
<b>Category 2: Reconstruction and Development Programme (Government Gazette: 16085 of 23 November 1994)</b>	<b>4</b>	<b>2</b>	
<ul style="list-style-type: none"> <li>Promotion of Local Enterprises (within the Waterberg District)</li> </ul>	4	2	Company head office/residence within specified jurisdiction as per CSD report and proof of residence.
<b>TOTAL</b>	<b>20</b>	<b>10</b>	

## **20. ELIGIBILITY CRITERIA**

Bid offers will only be accepted if:

1. A valid Tax Compliance Status Pin and CSD Master Registration Number have been provided for verification;
2. The **Form of Offer** and **MBD 1 Form** is completed and signed;
3. Bidder has met the Local Production and Content and Mandatory requirements;
4. The bid must adhere to pricing instructions where the pricing schedule should be completed correctly and signed;
5. The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act for persons prohibited from doing business with the public sector.
6. The bidder has not:
  - a) abused the Employer's Supply Chain Management System; or
  - b) failed to perform any previous contract and has been given a written notice to this effect;
7. The bidder has completed the Declaration of Interest and there are no conflicts of interest that may impact the bidder's ability to perform the contract in the best interest of the employer or potentially compromise the bid process. Persons in the employ of the state are prohibited to submit bids or participate in this contract;
8. The bidder is registered on the **Central Supplier Database**;
9. The bidder is not in arrears for more than three (3) months with municipal rates and taxes and municipal service charges. The latest municipal account statement is to be attached. The statement must not be older than three (3) months from the closing date of this bid. Alternatively, if the bidder is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached;
10. A Joint Venture Agreement or Consortium, where applicable, is submitted with a bid;
11. Prospective bidder complies with the requirements of the bid and technical specifications;
12. All returnable schedules are to be completed and all relevant certificates are attached where indicated.

## 21. PRICING SCHEDULE

**NOTE:**

1. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
2. Document **MUST** be completed in non-erasable black ink.
3. **NO** correction fluid/tape may be used in the event of a mistake having been made. The error or mistake must be crossed out in ink and be accompanied by an initial at every alteration.
4. The bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not. In the case of a bidder not being a registered VAT Vendor, both columns (amount/rate excluding **AND** including VAT) must reflect the same amount.

I/We

---

(Full Name of Bidder) the undersigned in my/our capacity as

---

hereby offer to the Mogalakwena Local Municipality to render the services as described, in accordance with the specifications and conditions of contract to the entire satisfaction of the Mogalakwena Local Municipality and subject to the conditions of tender, for the amounts indicated hereunder.

	<b>INDICATE WITH AN "X"</b>			
<b>Are you/is the firm a registered VAT Vendor</b>	<b>YES</b>		<b>NO</b>	
<b>If "YES", please provide VAT number</b>				

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (Print)</b>	
<b>Capacity</b>		<b>Date</b>	

## **21.1 BILL OF QUANTITIES**

The service providers are expected to submit a schedule of rates per resource per their technical proposal and methodology for the engagement.

**22. SCHEDULE OF SIMILAR WORK EXPERIENCE**

<b>Employer (Name, Tel, Fax, E-mail)</b>		<b>Contact Person (Name, Tel, Fax, E-mail)</b>		<b>Nature of Work</b>	<b>Value of Work (Inc. VAT)</b>	<b>Date of Completion</b>
Name		Name				
Tel		Tel				
Fax		Fax				
E-mail		E-mail				
Name		Name				
Tel		Tel				
Fax		Fax				
E-mail		E-mail				
Name		Name				
Tel		Tel				
Fax		Fax				
E-mail		E-mail				
Name		Name				
Tel		Tel				
Fax		Fax				
E-mail		E-mail				

Attach additional pages if more space is required

<b>Number of sheets appended by the bidder to this schedule (If nil, enter NIL)</b>	
---	--

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (Print)</b>	
<b>Capacity</b>		<b>Date</b>	

**23. SCHEDULE OF OMISSIONS AND VARIATIONS FROM THE SPECIFICATIONS**

**(To be completed by the Bidder)**

Bidders will be held to be compliant with the bid specifications, except in the respects stated hereunder and goods or services will be subject to rejection if it is found that they do not comply with the prescribed specifications.

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If the bidder complies with the bid specifications in all respects, the bidder must here: -

---

---

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NAME OF BIDDER (IN FULL): \_\_\_\_\_

NAME OF PERSON AUTHORISED TO SIGN THIS BID (IN FULL): \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**SIGNATURE** : \_\_\_\_\_

**DATE** : \_\_\_\_\_

**PLACE** : \_\_\_\_\_

## **24. DECLARATION BY BIDDER**

I/We acknowledge that I/we am/are fully acquainted with the contents of the conditions of tender of this tender document, and I/we accept the conditions in all respects.

I/We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of my/our tender and that I/we elect *domicillium et executandi* (physical address at which legal proceedings may be instituted) in the Republic:

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---

---

I/We accept full responsibility for the proper execution and fulfillment of all obligations devolving in me/us under this agreement as the principal liable for the due fulfillment of this contract.

I/We, furthermore, confirm that I/we satisfied myself/ourselves as to the corrections and validity of my/our tender; that the price quoted covers all the work/items specified in the tender documents, and that the price(s) cover all my/our obligations under a resulting contract and that I/we accept any mistake(s) regarding price and calculations will at my/our risk.

I/We, furthermore, confirm that my/our offer remains binding upon me/us and open for acceptance by the Purchaser/Employer during the validity period indicated and calculated from the closing date of the bid.

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (Print)</b>	
<b>Capacity</b>		<b>Date</b>	
<b>Witness 1</b>		<b>Witness 2</b>	



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

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

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

<b>WITNESSES</b>	
1	.....
2.	.....
DATE:.....	

NAME OF FIRM .....

DATE .....

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

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

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

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

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

**CONTRACT FORM - RENDERING OF SERVICES**

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

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

- 7. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
  
- 8. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (iv) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (v) General Conditions of Contract; and
  - (vi) Other (specify)
  
- 9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
- 10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
  
- 11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
- 12. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

<b>WITNESSES</b>	
1	.....
2	.....
DATE:.....	

NAME OF FIRM .....

DATE .....

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

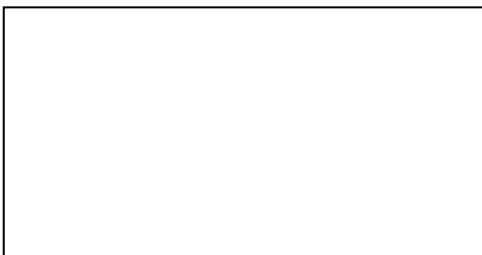
DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP 

WITNESSES  
 1 .....  
 2 .....  
 DATE:.....