



**MOGALAKWENA LOCAL MUNICIPALITY
TENDER NO 35/2023/2024**

**APPOINTMENT OF MAXIMUM OF 3 MEDICAL HEALTH AND WELLNESS PROFESSIONALS
TO RENDER OCCUPATIONAL HEALTH SERVICES AND EMPLOYEE ASSISTANCE
PROGRAMMES FOR A PERIOD OF THREE YEARS (AS AND WHEN REQUIRED)**

CLOSING DATE:	03 JULY 2024	TIME	12H00
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NAME OF TENDERER / BIDDER	
RATES	
CENTRAL SUPPLIER DATABASE NUMBER	MAAA
CONTACT PERSON	
TELEPHONE NUMBER	
FAX NUMBER	

ENQUIRIES REGARDING BID PROCEDURES		TECHNICAL ENQUIRIES	
MANAGER: SUPPLY CHAIN MANAGEMENT		CORPORATES SERVICES	
MOHLALA A		MATJENI P/ MMOLAWA M	
TEL. NUMBER	TEL.015 491 9662	TEL. NUMBER	0154919805 / 9758
TENDER ISSUED BY			
SUPPLY CHAIN MANAGEMENT UNIT			
MOGALAKWENA LOCAL MUNICIPALITY			
P.O. BOX 34 RUITER STREET MOKOPANE 0600		TEL. NUMBER	015 491 9600

MOGALAKWENA LOCAL MUNICIPALITY

TENDER DETAILS						
TENDER NUMBER	35-2023/2024					
TENDER TITLE	APPOINTMENT OF MAXIMUM OF 3 MEDICAL HEALTH AND WELLNESS PROFESSIONALS TO RENDER OCCUPATIONAL HEALTH SERVICES AND EMPLOYEE ASSISTANCE PROGRAMMES FOR A PERIOD OF THREE YEARS (AS AND WHEN REQUIRED)					
CLOSING DATE	03 JULY 2024		CLOSING TIME		12H00pm	
SITE MEETING	DATE	N/A	TIME	N/A	COMPULSORY	NO
SITE MEETING ADDRESS	N/A					
CIDB GRADING REQUIRED	N/A		LEVEL AND CATEGORY		N/A	
TENDER DOCUMENT FEE	R1000.00(if collecting from the Municipality) Free when uploading from e-tender portal		PREFERENCE POINT SYSTEM		80/20	
BID BOX SITUATED AT	Mogalakwena municipal building at no 54 Retief Street Mokopane 0600					
OPERATING HOURS	The bid box is open during office hours, Monday to Friday from 07h30 to 16h15.					
OFFER TO BE VALID FOR	90	DAYS FROM THE CLOSING DATE OF TENDER.				

PLEASE NOTE:

1. Prospective suppliers must be registered on CSD prior to submitting bid (open tender)
2. Tenders that are deposited in the incorrect box will not be considered.
3. Mailed, telegraphic, telex, or faxed tenders will not be accepted.
4. No late bids after closing date and time will be accepted.
5. Bids not clearly marked and unamend will not be accepted.
6. Bids may only be submitted on the bid documentation provided by the municipality.
7. No awards will be made to a person:
 - i. Who is in the service of the state,
 - ii. If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state
 - iii. Who is an advisor or consultant contracted with the municipality or municipal entity

**BIDDER'S TENDER DOCUMENTATION DECLARATION
CERTIFICATION**

I, the undersigned certify that the information furnished on this declaration form is correct, completed and submitted.	
NAME OF REPRESENTATIVE	
POSITION / DESIGNATION	
SIGNATURE	
DATE	



**T1.1 TENDER NOTICE & INVITATION MOGALAKWENA LOCAL MUNICIPALITY
TENDER NO.: 35-2023/2024
CLOSING DATE: 03 JULY 2024 AT 12H00**

Mogalakwena Local Municipality is requesting quotations from suitable qualified service providers for appointment of maximum of 3 medical health and wellness professionals to render occupational health services and employee assistance programmes for a period of three years (as and when required) . Tender document **CONTAINING THE CONDITIONS OF BIDS AND REQUIREMENTS CAN BE DOWNLOADED** on the Mogalakwena Website for free www.mogalakwena.gov.za and E-tender website www.etenders.gov.za.

Mogalakwena Municipality will evaluate, adjudicate and award the bids in accordance with the PPPFA of 2022

The respective project name with the project number must be clearly marked on the envelope before submission. Complete tender documents, fully priced, signed and sealed in an envelope must be deposited in the Tender Box at Mogalakwena Municipality, 54 Retief Street, Mokopane, by no later than **12H00p.m** when all tenders received will be opened in public in the Old Council Chamber, on the Ground Floor.

No late, faxed, telegraphic, emailed and telephonic tenders will be accepted. The council also reserves the right to negotiate further conditions and requirements with the successful tenderer.

NB* Service providers should take note that no bid/service will be awarded to a service provider who is not registered and valid on Web Based Central Supplier Database (CSD).

Technical Enquiries must be addressed to Corporate Support Services at 0154919805/9785. For administrative enquires should be directed to Supply Chain Management at 015 491 9649/9662

The Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender or any part thereof, which may result in the acceptance of more than one tender, whichever the case may be.

**M.M MALULEKA
MUNICIPAL MANAGER**



TERMS OF REFERENCE FOR APPOINTMENT OF MAXIMUM OF 3 MEDICAL HEALTH AND WELLNESS PROFESSIONALS TO RENDER OCCUPATIONAL HEALTH SERVICES AND EMPLOYEE ASSISTANCE PROGRAMMES FOR A PERIOD OF THREE YEARS (AS AND WHEN REQUIRED)

1. BACKGROUND

Mogalakwena Local Municipality would like to appoint medical health and wellness professionals to provide therapeutic and wellness services to employees and senior managers of the Municipality. Employees are referred to external service providers as and when there is a need for further intervention. Services of wellness professionals will be utilized during some proactive programs designed by the Municipality. In terms of Occupational Health and Safety Act, Act 85 of 1993, the Municipality must conduct Medical Surveillance to employees who are working at risk to avoid contracting occupational disease or occupational injuries. Mogalakwena Local Municipality Occupational Health and Safety policy states that employer must develop a Medical Surveillance Programme used to identify and record the presence of any occupational disease and the degree of exposure.

2. OBJECTIVES

2.1. The objective is to have an agreement with service providers who offer Employee Wellness services to Mogalakwena Local Municipality employees and senior managers who are referred for further assistance, with the purpose of providing appropriate intervention strategies. This will give them all an opportunity to recognize their potential and effectively manage their challenges so that they can be able to function and perform their duties as expected. Services of wellness professionals will be utilized during some proactive wellness programs designed for the employees of Mogalakwena Local Municipality.

3. SPECIFICATION

The Municipality would like to appoint a qualified service providers with experience in rendering Employee Wellness Services and conducting an occupational medical Surveillance Programme, the service provider must be able to provide services to all Mogalakwena Local Municipality Offices.

The service providers must meet all Medical Council requirements i.e.

- ✓ His/her qualification as a medical doctor (MBCHB) should be valid and comply with the requirements set out by South African Medical Council
- ✓ Must hold a valid qualification on Postgraduate Diploma in Occupational Medicine, registered as an Occupational Medical Practitioner.

- ✓ Must have valid certificate of practice with Health Professional Council of South Africa.
- ✓ A valid Calibration certificates for Instruments and testing machines.
- ✓ The service provider shall be required to provide afterhours multilingual, psychological counselling services available to all eligible employees, executive management and political leadership. The service must be rendered by a registered professional such as psychologists, psychiatrist, doctors and or a social worker at all times
- ✓ Non- submission of relevant professional regulatory bodies' registration will result in disqualification.
- ✓ The appointed service providers accessible for consultation in offices within six weeks after receiving appointment letters.
- ✓ The service providers will be appointed as and when required within the three (3) year period.
- ✓ The appointed services providers shall have practice numbers in their field of specialization.
- ✓ The appointed service providers on the panel will be used on a rotational basis.
- ✓ Service provider must have own mobile clinic to perform work and must be able to move within Municipal Offices and Satellite Offices

4. SCOPE OF WORK

41. Direct Services for employees

a) Professional support services

The life management support services shall cover at least the following areas:

- Substance abuse, to support and educate employees with alcohol and drug problems. (This includes admittance to rehabilitation centers)
- Stress management, to assist employees in dealing with personal and work-related stress.
- Relationships, to help employees to cope with their relationship's issues (e.g., family, work, partners)
 - Family care services, (e.g., Domestic violence, parenting etc.)
 - Health related matters, to support employees with their health-related matters.
- Legal services provided by a Certified Legal Practitioner registered with the LPC (Legal Practice Council) which must include telephonic legal advice as well as referrals to appropriate legal services and bodies
- Financial counseling services provided by a Financial Counsellor registered with the FPI (Financial Planning Institute of Southern Africa) to help employees acquire assistance regarding financial management (telephonically or face to face)

b) Face to face Counselling

To provide face to face counselling services with a maximum of eight personal counselling sessions per condition of an employee per year. A multilingual, multicultural network of registered psychologist and social workers must be available to provide employees with access to face-to-face psychological counselling, arrangements shall be made prior, and such should take place at service providers nearest offices in Groblersdal and comply with the Protection of Personal Information Act 4 of 2013 (POPI).

c) Critical incident management

To provide trauma debriefing services on both individual and group level. In the event of onsite work-related trauma, onsite debriefing services must be provided within 24 — 48 hours after the critical incident is reported.

d) Incapacity due to ill health case management

Provide advice and support on how to handle and address incapacity due to ill health cases that may have an impact on the workforce and productivity.

e) Covid- 19 related matters

To provide emotional and supportive counseling to assist employees who are infected and affected by Covid-19 to deal with social stigma and recovery.

f) Online services: marketing and promotion

To provide a comprehensive Employee Wellness Programme that affords employees access to a wealth of medical and health related information. The online Programme should include integrated suite of e-mail and web-based health management applications and provide Mogalakwena Local Municipality with employee wellness promotional marketing materials.

g) HIV/AIDS education, counselling, and support

To assist employees who are affected or infected by the pandemic.

4.2 Managerial Consultation

To provide managerial consultation and referral services to support managers in their existing work relationships with employees, creating partnerships and monitoring processes with managers in dealing with poor performance and providing them with professional help in effectively handling challenging and difficult or complex people management issues. .

4.3 Workshops/Training (targeted interventions)

The service provider is expected to develop and implement targeted programmes or interventions aimed at addressing identified challenges in Mogalakwena Local Municipality. These will include but not limited to:

- Executive wellbeing workshops: two per year for all managers and supervisors.
- Wellness champion support: one training session a year.

4.4 Specific workshops

The service provider is further expected to conduct specific workshops in all Mogalakwena Local Municipality Offices as and when required.

- Women's workshops
- Men's workshops
- Stress Management workshop
- Gender based violence workshop
- HIV&AIDS workshop

4.5 Lifestyle Screening (optional)

Lifestyle screening which includes screening for the following tests

- Glucose testing
- Blood pressure testing
- Body Mass Index
- Cholesterol testing
- HCT

- Dieticians

- Optometrist

4.6 Access to the service

The following turnaround times must be adhered to:

- The Service must be available to all employees 24 hours a day, 7 days a week and 365 days a year through a multilingual language.

4.7 Management, administration, monitoring, and evaluation

- A dedicated Account Manager must be available to liaise with the organizations relevant Employee Wellness Official to co-ordinate the Programme and ensure that the Employee Wellness Programme contracted services are appropriately implemented, marketed, and fully integrated into the organization's programmes.
- A comprehensive case management report of all employees must be completed and be attended to by a dedicated case Manager as part of quality control.
- The appointed service provider will be required to submit reports to the Employee Wellness Unit on a quarterly basis.
- Attend meetings request from MLM as and when required.
- Reports or Written opinion from examining Occupational Medical Health Practitioner containing the following
 - The results of the medical examination.
 - The physician's opinion as to whether the employee has any detected medical conditions that would place the employee at an increased risk of exposure to a related disease.
 - Any recommended limitations on the employee or the use of personal protective equipment.
 - A statement that the employee has been informed by the practitioner of the results of the medical examination and any medical conditions related to hazards exposure that require further explanation or treatment.as follows: -
 - In cases where lifestyle conditions, diseases, disabilities and incapability's are identified during OHS medical Surveillance, the report will be referred directly toMogalakwena Local Municipality Employee Wellness Unit.
- Medical surveillance reports and recommendations to be sent to OHS Coordinators for their respective areas for further intervention
- Certificate of fitness to be valid for 2 years unless per determination by the Occupational Medical Health practitioner

4.8. Occupational Health and Safety Medical Surveillance Programme

- a) Perform medical examination which shall comprise of the following:
- Lung Function Test
 - Urine Test
 - Hearing Test
 - Eye Test
 - Glucose Test
 - Physical body Examination
 - Chest X-Ray (For selected employees)
 - Multi drug test (machine operators)
 - Occupational History
 - Fit for Employment Certificates Individual Reports
 - Lat Test
 - Hyperstatic
- b) Submit full medical report on evaluation of each and every employee's medical and occupational history and identity physical ailments. The medical certificate should be valid for one year.
- c) Occupational Medical Health Practitioner (OMHP) should be able to out-source the required specialist as and when required.

4.9. Incapacity Evaluation

- a) By Occupational Medical Practitioner.
- b) Functional capacity Evaluation by Occupational Therapist and report.

5 PRICING SCHEDULE

The Service provider will be expected to use a "fee per utilization model" as per the staff complement Of Mogalakwena Local Municipality. The service provider should indicate an all-inclusive admin fee and rate of rendering the following services and taking into consideration that the number of employees may decrease due to turnover or increase due to recruitment.

No	Description of service	Quantity	Rates Year 1	Rates Year 2	Rates Year 3
1.	Professional Support Line service (p/call/m)	1			
2.	Face to face Counselling (p/employee)	1			
3.	Online services: Marketing and promotion (per event)	1			
4.	Critical incident Management (p/incident)	1			
5.	HIV & AIDS education, counselling, and support (per consultation/per employee)	1			
6.	Managerial Consultation (per consultation/per employee)	1			
7.	Training/workshop (Targeted interventions) (per training/session)	1			
8.	Executive wellbeing workshop (per training/session)	1			
9.	Specific workshops (per workshop)	1			
10.	Women's workshop (per workshop)	1			
11.	Gender based violence workshop (per workshop)	1			
12.	HIV&AIDS workshop (per workshop)	1			
13.	Lifestyle screening : glucose testing, blood pressure testing, body mass index, cholesterol testing and HCT(per employee)	1			
14.	Medical surveillance entry (per employee)	1			

15.	Medical surveillance periodic (per employee)	1			
16.	Medical Surveillance exit (per employee)	1			
17.	Incapacity evaluation by Occupational Medical Practitioner (per employee)	1			
18.	Functional capacity evaluation by Occupational Therapist(per consultation)	1			
19.	Management and administration (Admin fee all-inclusive fixed cost)	1			
20.	Data and information system (Admin fee)	1			
21.	Travelling cost (p/km)	1			
	Subtotal				
	VAT 15%				
	Total Price				

Note: Quantities are for evaluation purposes. Travelling to the sites must be quoted in

P/Km. Site Inspection by service provider is not necessary.

Phase 1. Pre-Qualification

- Submit a valid certified copy of company registration certificate.
- Attach CSD registration report (**Detailed**).
- Any alteration on the tender document must be signed
- Every page on the tender documents must be signed
- SARS Tax Pin (Compliant)
- Form must be signed in black ink (no pencil is allowed or other colour)
- All MBD Forms must be fully completed and signed
- In case of a Joint Venture, Association or Consortium a formal contract agreement must be signed by both parties and be attached

- Any alterations on the proposals or the tender document must be initialled.
- Proof of Municipal rates and taxes or services charges:
 - Of the company and all of its directors not in arrears for more than 90 days or
 - Confirmation from the municipality if municipal rates and taxes are not levied (for the company and all its director(s)) as per CK/Company form of address on the registration certificate or
 - if leasing, a signed lease agreement by the lessor and the lessee and a declaration/letter indicating that the bidder and/or the director does not have municipal account and that the municipal services; rates and taxes are paid by the property owner, should be signed by the lessor and such declaration/letter must be attached / Municipal rates in the name of the lessor for both company and director(s).
- Original Certified copies of IDs of the Director(s) (Certification not older than 3 months before the closing date).

NB: FAILURE TO MEET ANY OF THE ABOVE REQUIREMENTS WILL LEAD TO IMMEDIATE DISQUALIFICATION,

Phase 2: functionality Evaluation

1. Appointment of maximum of 3 medical professionals to render employee assistance Programmes services and medical surveillances will be appointed for this assignment;
2. Service providers will be evaluated according to his/her profession. Failure to meet the threshold in any of the deliverables will result in disqualification and the service provider not being considered for phase 2 evaluation. Technical evaluation will be allocated 100 points. Minimum qualifying is 70 points (70%).

EVALUATION ON QUALITY/FUNCTIONALITY = 100

BIDDER EVALUATION CRITERIA FOR FUNCTIONALITY	DESCRIPTION	POINTS ALLOCATIONS
<p>COMPANY EXPERIENCE</p> <p>Previous work experience in rendering Employee Wellness Programme / conducting professional Occupational Health Medical Surveillance Programme</p> <p>(Attach Appointment Letters / Purchase Order & Signed and Stamped reference letters corresponding with Appointment letter / Purchase Order)</p>	<p>a). 1-2 Appointment Letter(s) or Official Purchased Order & Signed and Stamped Reference Letter = 15 points</p> <p>b). 3-4 Appointment Letter(s) or Official Purchased Order & Signed and Stamped Reference Letter = 30 points</p> <p>c). 5x or more Appointment Letter(s) or Official Purchased Order & Signed and Stamped Reference Letter = 40 points</p>	<p>40</p>
<p>Competency (Medical Doctor, Social Worker, Clinical Psychologist and Occupational Therapist)</p> <p>(Attach detailed C.V & Qualifications)</p>	<p>Attach proof of qualification and Detailed CV's of expertise to be used:</p> <ul style="list-style-type: none"> • A registered Medical Health doctor or equivalent qualification in terms of the Health Professions Council of South Africa (HPCSA) for registration as an independent medical doctor with 10 years' experience or more = 14 points • A certified Social worker registered with SACSSP (South African Council for Social Service Professions with 2 – 5 years' experience = 02 points • A certified Clinical Psychologist registered with HPCSA (Health Professional Council of South Africa) with 2 – 5 years' experience = 02 points • A registered Occupational Therapist with a degree in occupational therapist, registered with Occupational Therapy Association of South Africa (OTASA) 	<p>20</p>
<p>MOBILE CLINIC:</p> <p>1. Bidders to submit certified copy of proof of ownership (certification not older than three months).</p> <p>2. And in case of hiring, a letter of intent must be submitted with certified copy of</p>	<p>Mobile clinic:</p> <ul style="list-style-type: none"> • Attach proof of ownership eNATIS (if not attached no points will be allocated) = 40 points 	<p>40</p>

proof of ownership (certification not older than three months).	<ul style="list-style-type: none"> Attach letter of intent in case of hiring and proof of ownership (if not attached no points will be allocated) = 20 points 	
MINIMUM QUALIFYING SCORE IS 70 POINTS		TOTAL 100

The bidder must obtain a minimum score of 70 points allocated for quality (functionality) to qualify for further evaluation. The bidder that scored the highest point on functionality will be recommended for appointment.

1. PRICE AND SPECIFIC GOALS POINTS

Preferential Procurement Policy Framework Act (PPPFA) of **80/20** point system shall apply; **20** points allocated to a bidder in respect of specific goals and **80 points** allocated for Price.

Price	= 80 Points
SPECIFIC GOALS	= 20 Points
Total	= 100 Points

CONCLUSION

Any false information given by the Prospective Service Provider and not meeting the minimum qualifying requirement, will lead to automatic disqualification of the PSP.

The council reserves the right to accept either the whole or part of any Bid, or not to appoint at all. Faxes or e-mail is not acceptable. Bidders will be required to show compliance with the New Preferential Procurement Regulation of 2022

COMPULSORY MUNICIPAL BID DOCUMENTATION

- | | | | |
|----|-------------------------------|---|--|
| a) | MBD 1 | : | Invitation to tender |
| b) | MBD 4 | : | Declaration of interest |
| c) | MBD 6.1
Policy Regulations | : | Preference points in terms of Preferential |

- d) MBD 8 : Declaration of bidder's past supply chain
management practices
- e) MBD 9 : Certificate of Independent Bid Determination

INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE
MOGALAKWENA MUNICIPALITY**

BID NUMBER: CLOSING DATE:
CLOSING TIME:

DESCRIPTION.....

**The successful bidder will be required to fill in and sign a written
Contract Form (MBD 7).**

BID DOCUMENTS MAY BE POSTED TO:

.....
.....

OR

DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

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

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government:

Municipal Supply Chain Management Regulations)

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

.....

STREET ADDRESS

.....

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE
NUMBER.....

FACSIMILE NUMBER

CODENUMBER.....

E-MAIL ADDRESS

.....
VAT REGISTRATION
NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN
ATTACHED? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE
BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

- AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE
CLOSE CORPORATION ACT (CCA)
- A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL
ACCREDITATION SYSTEM (SANAS)
- A REGISTERED AUDITOR

(Tick applicable box)

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE
SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR
B-
BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED
YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER.....

DATE.....

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

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED

**ANY ENQUIRIES REGARDING THE BIDDING
PROCEDURE MAY BE DIRECTED TO:**

Municipality / Municipal Entity:

.....

Department:

.....

Contact Person:

.....

Tel:

.....

Fax:

.....

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE
DIRECTED
TO:**

Contact Person:

.....

Tel:

.....

Fax:

.....

DECLARATION OF INTEREST

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

3.1 Full Name of bidder or his or her representative:

.....

3.2 Identity Number:

.....

3.3 Position occupied in the Company (director, trustee, shareholder²)

.....

3.4 Company Registration Number:

.....

3.5 Tax Reference
Number.....

3.6 VAT Registration Number:

.....

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

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

3.8.1 If yes, furnish particulars.

.....
.....

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.

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

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

3.9.1 If yes, furnish particulars

.....

.....

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

3.10.1 If yes, furnish particulars.

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

1.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

- (a) Price; and

- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1 POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration P_{\max}

= Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

Historically Disadvantaged Individuals - HDI	80/20 Preferential Point System	90/10 Preferential Point System	Means of Verification
	20	10	
Race – people who are Black, Coloured or Indian	6	3	CSD report and Certified Copy of Identification Documentation
Local Economic Development	4	2	Company head office residence within the Jurisdiction as per CSD and proof of residence

Gender - Women	3	1	CSD report and Certified Copy of Identification Documentation
Youth	4	2	CSD report and Certified Copy of Identification Documentation
Disability	3	2	Certified copy of Doctor's Certificate with medical practice number

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of
company/firm.....

4.4 Company registration number:
.....

4.5 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that: i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND

NAME:.....

DATE:.....

ADDRESS:

.....

.....

.....

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - \frac{x}{y}] * 100$$

Where x is the imported content in Rand
 y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION (REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL) IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my capacity as

..... of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R	
Imported content (x), as calculated in terms of SATS 1286:2011	R	
Stipulated minimum threshold for local content (paragraph 3 above)		
Local content %, as calculated in terms of SATS 1286:2011		

(**f the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

(**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.

- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

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

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

Item	Question	Yes	No
------	----------	-----	----

4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item Question		Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes Yes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits
an agreement between, or concerted practice by, firms, or a decision by an
association of firms, if it is between parties in a horizontal relationship and if
it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se*
prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain
management policy must provide measures for the combating of abuse of the
supply chain management system, and must enable the accounting officer,
among others, to:
 - a. take all reasonable steps to prevent such abuse;

 - b. reject the bid of any bidder if that bidder or any of its directors has abused
the supply chain management system of the municipality or municipal
entity or has committed any improper conduct in relation to such system;
and

 - c. cancel a contract awarded to a person if the person committed any corrupt
or fraudulent act during the bidding process or the execution of the
contract.

- 4 This MBD serves as a certificate of declaration that would be used by
institutions to
ensure that, when bids are considered, reasonable steps are taken to
prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid
Determination (MBD 9) must be completed and submitted with the bid: ¹
**Includes price quotations, advertised competitive bids, limited bids and
proposals.**

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

—

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

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

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10.

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

MBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

E1: UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID

1. Definitions:

- 1.1 “The Board” means the accounting authority of Mogalakwena Municipality appointed by the Municipal Manager;
 - 1.2 “Contract” shall include any schedule, drawings, patterns, samples attached any agreement entered into and all other Schedule hereto;
 - 1.3 “Contractor(s)” means Bidder whose bid has been accepted by Mogalakwena Municipality;
 - 1.4 “Cost of materials” means the cost of components, parts or materials which are intended for the production, manufacturing or assembling of the goods bid for and which are not produced, manufactured or assembled in the factory where the production, manufacture or assembly of such goods occurs, including freight, landing costs, port charges, import duties and other import costs of such components, parts or materials and all costs in connection with the handling and transport thereof prior to delivery at that factory;
 - 1.5 “Final delivery certificate” means the document issued by Mogalakwena Municipality confirming that all the known defects have been rectified and that the works, goods or services appear in good order and have been accepted;
 - 1.6 “Letter of acceptance” means the written communication by Mogalakwena Municipality to the Contractor recording the acceptance by Mogalakwena Municipality of Contractor’s bid subject to the further terms and conditions to be itemized in the contract;
 - 1.7 “Local contents” means the portion of the bid price of local goods not constituting the cost of materials imported into the Republic;
 - 1.8 “Local goods” means goods wholly or partly produced or manufactured or assembled in the Republic
 - 1.9 “Order(s)” means an official letter issued by Mogalakwena Municipality calling for the supply of goods pursuant to a contract or bid;
 - 1.10 “Signature date” and in relation to any contract, means the date of the letter of acceptance;
 - 1.11 “Bid” means an offer to supply goods/services to Mogalakwena Municipality at a price;
 - 1.12 “Bidder” means any person or body corporate offering to supply goods to Mogalakwena Municipality;
-

- 1.13 "Termination date" in relation to any Contractor means the date of the final delivery certificate;
- 1.14 "Value added" means that portion of the bid price not constituting the cost of materials;
- 1.15 "Warranties" means collectively any and all warranties listed and otherwise (if any) given by the Bidder in term of this agreement.

2. Interpretation

2.1 In his agreement clause headings are for convenience and shall not be used in its interpretation and, unless he context clearly indicate a contrary intention:-

2.2 An expression which denotes

- any gender includes the other gender;
 - a natural person included an artificial or juristic person and vice versa;
 - the singular includes the plural and vice versa;
- 2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
- 2.4 When any number of days is prescribed, such shall be reckoned inclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- 2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

3. I/we hereby bid:

- 3.1 to supply all or any of the supplies and/or to render all or any of the goods described in the attached documents to Mogalakwena Municipality;
- 3.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents
(and which shall be taken as part of incorporated into, this bid);
- 3.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.

4. I/we agree further that:

- 4.1 the offer herein shall remain binding upon me/us and open for acceptance by Mogalakwena Municipality during the validity indicated and calculated from the closing time of the bid;
-

- 4.2 this bid and its acceptance shall be subject to the terms and additions contained in the Schedules hereto with which I am/we are fully acquainted;
5. notwithstanding anything to the contrary:
- 5.1 if/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 fulfil the contract when called upon to do so, Mogalakwena Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and Mogalakwena Municipality.
- 5.2 in such event, I/we shall then pay to Mogalakwena Municipality any additional expense incurred by Mogalakwena Municipality for having either to accept any less favourable 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 favourable bid;
- 5.3 Mogalakwena Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;
6. Pending the ascertainment of the amount of such additional expenditure Mogalakwena Municipality may retain such monies, guarantee or deposit as security for any loss Mogalakwena Municipality may sustain, as determined hereunder, by reason of my/our default;
- 6.1 any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay Mogalakwena Municipality legal costs on an attorney and own client basis;
- 6.2 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimile ad that proof of delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
- 6.3 the law of the Republic of South Africa shall govern the contract created by the acceptance of this bid;
7. I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) over all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations shall be at my/our risk;
8. I/we accept full responsibility for the proper execution and fulfillment of all obligation and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.
-

9. Notwithstanding full responsibility for the proper execution and fulfillment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.
10. Notwithstanding the amount of cause of action involved I hereby consent to the jurisdiction of the Magistrate Court for the district of Johannesburg in respect of any action whatever arising from this contract.
11. I/we declare that I/we participation/no participation in the submission of any other offer for the supplies/services described in the attached documents. If your answer here is

Bidder's Information

Name of firm (company)

Postal Address

Physical Address

Contact Person

Telephone

Fax Number

Types of business

Principal business

Activities

12. The bidder hereby offer to render all or any of the services described in the attached documents to Mogalakwena Municipality on the terms and conditions and in accordance with the specifications stipulated in these tender documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).
 13. Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.
 14. The bidder hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by Mogalakwena Municipality during the validity period indicated and calculated form the closing hour and date of the tender; this proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.
 15. The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness an validity of his/her tender response that the price(s) and rate(s) quoted
-

cover all the work/item(s) specified in the tender response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.

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

E2: GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid and contract documents.

(iii) Special Condition of Contract pertaining to contracts of this nature will be negotiated with the successful bidder.

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GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 client and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference herein.
- 1.3 "Contract price" means the price payable to the service provider 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 "Day" means calendar day.
- 1.7 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.8 "Force majeure" means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.9 “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 noncompetitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.10 “GCC” means the General Conditions of Contract.
- 1.11 “Goods” means all of the equipment, machinery, service and/or other materials that the service provider is required to supply to the client under the contract.
- 1.12 “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 service provider 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.
- 1.13 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.14 “Order” means an official written order issued for the rendering of a service.
- 1.15 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.16 “The client” means the organization purchasing the service.
- 1.17 “Republic” means the Republic of South Africa.
- 1.18 “SCC” means the Special Conditions of Contract.
- 1.19 “Services” means those functional services ancillary to the rendering of the service, 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 service provider covered under the contract.
- 1.20 “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.
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- 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 client shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The service rendered shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection

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

6. Patent rights

- 6.1 The service provider shall indemnify the client against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the service or any part thereof by the client.
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7. Performance Security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, security the successful bidder shall furnish to the client the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the client as compensation for any loss resulting from the service 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 client 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 client's country or abroad, acceptable to the client, in the form provided in the bidding documents or another form acceptable to the client; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the client and returned to the service provider not later than thirty (30) days following the date of completion of the service provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Delivery and Documents

- 8.1 Rendering of service shall be made by the service provider in accordance with the document and terms as specified in the contract. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC.
- 8.2 Documents to be submitted by the service provider are specified in SCC.

9. Insurance

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

10. Transportation

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

11. Incidental Service

- 11.1 The service provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
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- (a) performance or supervision of on-site assembly and/or commissioning of the rendered service;
 - (b) furnishing of tools required for assembly and/or maintenance of the rendered service;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the rendered service;
 - (d) performance or supervision or maintenance and/or repair of the rendered service, for a period of time agreed by the parties, provided that this service shall not relieve the service provider of any warranty obligations under this contract; and
 - (e) training of the client's personnel, at the service provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the rendered service.
- 11.2 Prices charged by the service provider for incidental services, if not included in the contract price for the service, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the service provider for similar services.

12. Warranty

- 12.1 The service provider warrants that the service rendered 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 service provider further warrants that all service rendered under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the client's specifications) or from any act or omission of the service provider, that may develop under normal use of the rendered service in the conditions prevailing in the country of final destination.
- 12.2 This warranty shall remain valid for twelve (12) months after the service, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 12.3 The client shall promptly notify the service provider in writing of any claims arising under this warranty.
- 12.4 If the service provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the client may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights which the client may have against the service provider under the contract.
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13. Payment

- 13.1 The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC.
- 13.2 The service provider shall furnish the client with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 13.3 Payments shall be made promptly by the client, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider.

13.4 Payment will be made in South African Rand unless otherwise stipulated in SCC.

14. Prices

- 14.1 Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider in his bid, with the exception of any price adjustments authorized in SCC or in the client's request for bid validity extension, as the case may be.

15. Contract amendments

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

16. Assignment

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

17. Subcontracts

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

18. Delays in the service provider's performance

- 18.1 Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the client in the contract.
 - 18.2 If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of services, the service provider shall promptly notify the client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the client shall evaluate the situation and may at his discretion extend the service 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.
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18. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 18.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the service provider's point of supply is not situated at or near the place where the supplies are required, or the service provider's services are not readily available.
- 18.5 Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service 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.
- 18.6 Upon any delay beyond the delivery period in the case of a supplies contract, the client shall, without cancelling the contract, be entitled to purchase service of a similar quality and up to the same quantity in substitution of the service not rendered in conformity with the contract and to return any service rendered later at the service provider's expense and risk, or to cancel the contract and buy such service as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the service provider.

19. Penalties

- 19.1 Subject to GCC Clause 25, if the service provider fail to perform services within the period(s) specified in the contract, the client 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 unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The client may also consider termination of the contract pursuant to GCC Clause 23.

20. Termination for default

- 20.1 The client, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part:
- (a) if the service provider fails to deliver service within the period(s) specified in the contract, or within any extension thereof granted by the client pursuant to GCC Clause 21.2;
 - (b) if the service provider fails to perform any other obligation(s) under the contract; or
 - (c) if the service provider, in the judgment of the client, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 20.2 In the event the client terminates the contract in whole or in part, the client may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the service provider shall be liable to the client for
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any excess costs for such similar services. However, the service provider shall continue performance of the contract to the extent not terminated.

- 20.3 Where the client terminates the contract in whole or in part, the client may decide to impose a restriction penalty on the service provider by prohibiting the service provider from doing business with the public sector for a period not exceeding 10 years.
- 20.4 If a the client intends imposing a restriction on a the service provider or any person associated with the service provider, the service provider will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the service provider fail to respond within the stipulated fourteen (14) days the client may regard the intended penalty as not objected against and may impose it on the service provider.
- 20.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 20.6 If a restriction is imposed, the client must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the service provider and / or person restricted by the client;
 - (ii) the date of commencement of the restriction; and (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

21. Force Majeure

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

22. Termination for insolvency

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

23. Settlement of Disputes

- 23.1 If any dispute or difference of any kind whatsoever arises between the client and the service 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.
- 23.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the client or the service 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.
- 23.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 23.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 23.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the client shall pay the service provider any monies due the service provider.

24. Limitation of liability

- 24.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the service provider shall not be liable to the client, 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 service provider to pay penalties and/or damages to the client; and
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- (b) the aggregate liability of the service provider to the client, 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

25. Governing language

- 25.1 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

26. Applicable law

- 26.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC

27. Notices

- 27.1 Every written acceptance of a bid shall be posted to the service 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 services of such notice
- 27.2 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.

28. Taxes and duties

- 28.1 A foreign the service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the client's country.
- 28.2 A local the service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted service to the client.
- 28.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

29. National Industrial Participation (NIP) Programme

- 29.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
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NAME OF YOUR COMPANY (IN BLOCK LETTERS)

SIGNATURE(S) OF THE BIDDER OR ASSIGNEE(S)

DATE

NAME OF PERSON SIGNING (IN BLOCK LETTERS)

CAPACITY

ARE YOU DULY AUTHORISED TO SIGN THIS BID?

**COMPANY REGISTRATION
NUMBER** _____

VAT REGISTRATION NUMBER

POSTAL ADDRESS (IN BLOCK LETTERS)

PHYSICAL ADDRESS (IN BLCOK LETTERS)

CONTACT PERSON

TELEPHONE NUMBER _____ **FAX NUMBER** _____

**CELLPHONE
NUMBER** _____

E-MAIL _____

**TYPES OF
BUSINESS**

PRINCIPAL BUSINESS ACTIVITIES _____
