

(FOR PUBLICATION ON NAMA KHOI MUNICIPALITY'S NOTICE BOARDS AND WEBSITE)



# FORMAL WRITTEN PRICE QUOTATION

## Q/NC062/15/2022-2023

# NAMA KHOI MUNICIPALITY

NOTICE NUMBER: 164/2022

## INVESTIGATION TO PROMOTE REGULATORY COMPLIANCE

### IMPORTANT NOTES TO BIDDERS:

- Formal written quotations must be properly received and deposit in the Tender box or emailed to [namakhoiscm@gmail.com](mailto:namakhoiscm@gmail.com) on or before the closing date and before the closing time at Quotation submission office, situated at the entrance to the Head office of Nama Khoi Municipality, 4 Namaqua Street, Springbok, 8240.
- No late bids will be accepted under any circumstances.
- Subject line of email should be Q/NC062/15/2022-2023: INVESTIGATION TO PROMOTE REGULATORY COMPLIANCE
- Quotation offers must be submitted in a sealed envelope clearly reflecting the Quotation number and description as indicated above,
- All formal quotations emailed to the email addresses stated above must be in **PDF format**.
- Only original Formal written quotations will be accepted on the official document of the municipality.
- Do not dismember this bid document rather attached schedules and supporting documentation.
- In the event that a bidder is not registered for VAT and the bid is expected to exceed R 1 million, the bidder is expected to include a statement of intent to register for VAT.
- Bid documents of other bidders are not available to other bidders which may prejudice them in commercial competition.
- Quotation can be downloaded for free from [www.namakhoi.gov.za](http://www.namakhoi.gov.za) / [www.etenders.gov.za](http://www.etenders.gov.za) .

To be completed by Bidder			
Entity name:		Address	
Registration Number:			
Telephone:		Delivery Period	
Fax:		CSD Registration number	
Email:		Representative appointed by resolution:	

Starting Date: 06 December 2022

Site information/clarification meeting: None

Closing Date: 15 December 2022

Closing Time: 10:00

Contact the SCM Unit on advice on completing the bid documentation

Snr Accountant SCM Ms Ruzan Jacobs – (027) 718 8116

Technical specification enquiries:

Mr D Magerman (027) 718 8100

### SCM Officials in attendance at the opening of the Bids

	Name	Signature
1.		
2.		

NAMA KHOI MUNICIPALITY

<b>Part</b>	<b>Contents</b>	<b>Pages</b>
1	Quotation notice and invitation to bid	3
2	Standard Conditions of Contract (SCC)	4 - 12
2	Invitation to bid (MBD 1)	14 - 15
3	Original tax clearance certificate requirements (MBD 2)	16
4	Pricing schedule – firm prices (Services) (MBD 3.3)	17
5	Declaration of interest – Employees in the service of the State(MBD 4)	18 - 21
6	Preference points claim form in terms of the preferential procurement regulations 2011 (MBD 6.1)	22 - 26
7	Declaration for Local Content (MBD 6.2) <b>NOT APPLICABLE</b>	27 - 32
8	Declaration of bidder’s past supply chain management practices (MBD 8)	33 - 34
9	Certificate of independent bid determination (MBD 9)	35
10	Declaration on state of municipal accounts at all municipalities of the bidder (SCM 1)	36
11	Pricing instructions	37
12	Pricing schedule	38
13	Specifications	39
15	General Conditions of Contract (GCC)	40 - 48

**DOCUMENTS TO BE ATTACHED**

49 - 53

**NAMA KHOI MUNICIPALITY**  
**INVITATION TO BID**



**(SCOPE OF PROCUREMENT SERIES – BETWEEN R 30,000 AND R 200,000)**

**NOTICE NO.: 164/2022**

**BID NUMBER: Q/NC062/15/2022-2023**

**Starting Date: 06 December 2022 Closing Date: 15 December 2022 Closing Time: 10:00**

**SPECIFICATION ENQUIRIES: Mr D Magerman (027) 718 8100**

**INVESTIGATION TO PROMOTE REGULATORY COMPLIANCE**

Formal written quotations are hereby invited for the **INVESTIGATION TO PROMOTE REGULATORY COMPLIANCE** as described in the specifications of the Bid documents.

Quotation documents and specifications are available from the municipal website ([www.namakhoi.gov.za](http://www.namakhoi.gov.za)) or e-tenders website ([www.etenders.gov.za](http://www.etenders.gov.za)) for free or at the Supply Chain Management Unit (Ms Ruzan Jacobs 027 -7188116) at the Head Office – Springbok Nama Khoi Municipality).

Tenders / Quotations can be emailed to [namakhoiscm@gmail.com](mailto:namakhoiscm@gmail.com) (subject line of email should be **Q/NC062/15/2022-2023: INVESTIGATION TO PROMOTE REGULATORY COMPLIANCE**) or can be handed in at Nama Khoi Municipality, 4 Namaqua Street, Springbok, 8240 on /or before **10:00 on Thursday, 15 December 2022**. Forms, **MBD 1, MBD 3.2, MBD 4, MBD 5, MBD 6.1, MBD 6.2, MBD 8, MBD 9, SCM 1, SCM 2** and other schedules must be completed in the prescribed bid document.

In case of a transaction with a value of R 30 000 or more (including VAT), the Municipality follows the Procurement Policy where 80 points are awarded for price and 20 points for B-BBEE objectives. Furthermore formal written quotations also evaluated in terms of the Supply Chain Management Policy and Preferential Procurement Policy of the municipality. More information is available from the Senior Supply Chain Management Practitioner (Ms Ruzan Jacobs) obtained from telephone number (027) 718 8100.

**The following conditions will apply;**

- **All formal quotations emailed to the email addresses stated above must be in PDF format.**
- **A B-BBEE rating certificate from SANAS accredited agency or exemption (EME) for businesses with a turnover of less than threshold gazetted from a Registered Accounting officer (as stated in section 60 of the Close Corporation Act, 1984), or an original Sworn Affidavit must accompany each Quotation.**
- **Bidders must be registered on the Central Supplier Database of National Treasury OCPO. [www.csd.gov.za](http://www.csd.gov.za)**
- **No person employed by the government (National, Provincial, Municipality) may be considered for this Quotation.**
- **Local Content and Production will not apply for this formal quotation.**
- **The Municipal Accounts of the company and its directors must accompany the quotation.**
- **No quotation will be considered to a person or company that over the past five years been convicted of:**
  - ( a ) Fraud, corruption or a criminal offence.**
  - ( b ) The suspension, early termination or unsuccessful completion of a municipal or government contract.**

Late, faxed or incomplete formal quotations will not be accepted. Proof of dispatch of quotation will not be regarded as proof of receipt thereof.

The Municipality reserves the right to withdraw and / or to re-advertise or reject any quotation or partially accept it. The Municipality does not bind itself to accept the lowest or any quotation

**J I SWARTZ**  
**MUNICIPAL MANAGER**

## **(2). STANDARD CONDITIONS OF QUOTATION/ INSTRUCTIONS TO BIDDERS**

**NOTICE NO.: 164/2022**

**BID NUMBER: Q/NC062/15/2022-2023**

**STARTING DATE: 06 December 2022 Closing Date: 15 December 2022 Closing Time: 10:00**

**ALL QUOTATION CONDITIONS AND/OR INSTRUCTIONS SET OUT BELOW MUST BE STRICTLY ADHERED TO, FAILING WHICH THIS QUOTATION SUBMISSION MAY BE DECLARED NON-RESPONSIVE.**

The following conditions will apply:

- Prices quoted must be valid for thirty (30) days from closing date;
- A firm delivery period must be indicated;
- Quotations will be evaluated according to Council's Supply Chain Management Policy.
- The 80/20-point system will be applicable
- Bidders must be registered as a prospective supplier on National Treasury's Central Supplier Database (CSD). Bidders must submit a copy of their CSD report with the quotation;
- A Valid Tax Clearance Certificate OR certified copy thereof must be submitted with the formal quotation/ a Tax Clearance Pin;
- Certified copy of the B-BBEE certificate/ Original sworn affidavit must accompany your quotation;
- The Municipal Account of the company/ the municipal accounts of the directors of the company must accompany your quotation;
- Local Content and Production will not apply for this formal quotation.
- No Quotations will be considered from persons in the SERVICE OF THE STATE.

Late or incomplete formal quotations will not be accepted. Proof of dispatch of a quotation will not be regarded as proof of receipt thereof. Council is not obliged to accept the lowest or any quotation. Council reserves the right to accept any quotation or part thereof.



## **(PART B) RETURNABLE DOCUMENTS**

1. INVITATION TO BID (MBD 1)
2. ORIGINAL TAX CLEARANCE CERTIFICATE REQUIREMENTS (MBD 2)
3. PRICING SCHEDULE – FIRM PRICES (SERVICES) (MBD 3.3)
4. DECLARATION OF INTEREST – EMPLOYEES IN THE SERVICE OF THE STATE (MBD 4)
5. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 (MBD 6.1)
6. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD 6.2) **NOT APPLICABLE**
7. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)
8. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)
9. DECLARATION ON STATE OF MUNICIPAL ACCOUNTS AT ALL MUNICIPALITIES (SCM 1)

# 1. INVITATION TO BID (MBD 1)

**NOTICE NO.: 164/2022**  
**BID NUMBER: Q/NC062/15/2022-2023**

**STARTING DATE: 06 December 2022 Closing Date: 15 December 2022 Closing Time: 10:00**

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NAMA KHOI MUNICIPALITY					
BID NUMBER:	Q/NC062/15/2022-2023	CLOSING DATE:	15 December 2022	CLOSING TIME:	10:00
DESCRIPTION	INVESTIGATION TO PROMOTE REGULATORY COMPLIANCE				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

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

**The Municipal Manager, 4 Namaqua Street, Springbok, 8240**

**OR**

**namakhoiscm@gmail.com**

### SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		<b>OR</b>	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
---	--	--	--

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
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SIGNATURE OF BIDDER		DATE	
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**CAPACITY UNDER WHICH THIS BID IS SIGNED**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Unit	CONTACT PERSON	Deon Magerman
CONTACT PERSON	Ruzan Jacobs	TELEPHONE NUMBER	027 718 8118
TELEPHONE NUMBER	027 7188100/16	FACSIMILE NUMBER	027 712 1635
FACSIMILE NUMBER	027 712 1635	E-MAIL ADDRESS	
E-MAIL ADDRESS	<a href="mailto:namakhoiscm@gmail.com">namakhoiscm@gmail.com</a>	CELLPHONE	

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## 2. TAX CLEARANCE CERTIFICATE REQUIREMENTS (MBD 2)

**NOTICE NO.: 164/2022**  
**BID NUMBER: Q/NC062/15/2022-2023**

**STARTING DATE: 06 December 2022 Closing Date: 15 December 2022 Closing Time: 10:00**

- 2.1. It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 2.2. In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2.3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 2.4. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 2.5. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 2.6. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 2.7. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 2.8. Nama Khoi Municipality reserves the right to check with SARS if a tax certificate is valid or not.
- 2.9. Attached original tax certificate to this returnable schedule.



### 3. PRICING SCHEDULE – FIRM PRICES (SERVICES) MBD 3.3

NOTICE NO.: 164/2022  
BID NUMBER: Q/NC062/15/2022-2023

**STARTING DATE: 06 December 2022 Closing Date: 15 December 2022 Closing Time: 10:00**

- 3.1. Only firm prices will be accepted.
- 3.2. Non-firm prices including prices subject to rates of exchange will not be considered.
- 3.3. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.4. Offer must be valid for **30 days** from the closing date of the bid.
- 3.5. The **total bid price amount** included taxes is: R \_\_\_\_\_
- 3.6. The **total bid price** included taxes in **words** is: \_\_\_\_\_
- 3.7. These items must be delivered to the Industrial Area in Springbok at the Municipal Stores of the municipality.
- 3.8. All the delivery costs must be included in the bid price.
- 3.9. Period of delivery from the estimated date of contract and order being finalised
  - Indicate **firm delivery period** Date \_\_\_\_\_ Weeks \_\_\_\_\_ days \_\_\_\_\_
- 3.10. Does the offer comply with the specifications as required? **YES/NO.**
- 3.11. Complete the pricing schedule on **PART C2** and transfer total price included taxes to paragraph 3.5 above.

## 4. DECLARATION OF INTEREST (MBD 4)

NOTICE NO.: 164/2022  
BID NUMBER: Q/NC062/15/2022-2023

STARTING DATE: 06 December 2022 Closing Date: 15 December 2022 Closing Time: 10:00

- 4.1. No bid will be accepted from persons in the service of the state\*.
- 4.2. 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 and/or take an oath declaring his/her interest.
- 4.3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
- 4.3.1 Full Name of enterprise: .....
- 4.3.2 Physical address of local office: .....
- 4.3.3 Identity Number if sole proprietor:.....
- 4.3.4 Company Registration Number:.....
- 4.3.5 Tax Reference Number: .....
- 4.3.6 VAT Registration Number, if any:.....
- 4.4. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 4.5. Are you presently in the service of the state **YES / NO** \*

If so, 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.

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

If so, furnish particulars.

4.7. 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**

If so, furnish particulars.

4.8. Are you, aware of any relationship (family, friend, other)between a 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**

If so, furnish particulars.

4.9. Are any of the entity directors, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

If so, furnish particulars.

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

If so, furnish particulars.




Add list if this list is not sufficient.

The bidder hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the Quotation being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract.

**PRINT FULL NAME :** \_\_\_\_\_

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

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

## 5. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 (MBD 6.1)

NOTICE NO.: 164/2022  
BID NUMBER: Q/NC062/15/2022-2023

STARTING DATE: 06 December 2022 Closing Date: 15 December 2022 Closing Time: 10:00

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

### MBD 6.1

#### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

#### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

purchaser.

## 2. DEFINITIONS

- (a) **“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) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

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

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

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

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

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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



**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
--

## 6. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

**NOTICE NO.: 164/2022**

**BID NUMBER: Q/NC062/15/2022-2023**

**STARTING DATE: 06 December 2022 Closing Date: 15 December 2022 Closing Time: 10:00**

- 7.1. This declaration is used by Nama Khoi Municipality 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.
- 7.2. 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 Quotation Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 7.3. Where the entity Quotating is a partnership/consortium/joint venture, each party to the partnership/consortium/ joint venture must sign a declaration in terms of the Municipal Finance Management Act, Act 56 Of 2003, and attach it to this schedule.
- 7.4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
7.4.1	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 public sector? <b>Persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7.4.1.1	If so, furnish particulars:		
7.4.2	Is the bidder or any of its directors listed on the Register for Quotation Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Quotation Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7.4.2.1	If so, furnish particulars:		
7.4.3	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"/>
7.4.3.1	If so, furnish particulars:		

7.4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7.4.4.1	If so, furnish particulars:		
7.4.5	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"/>
7.4.7.1	If so, furnish particulars:		

The bidder hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the Quotation being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract.

**PRINT FULL NAME :** \_\_\_\_\_ **DATE :** \_\_\_\_\_

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

## 7. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

**NOTICE NO.: 164/2022**

**BID NUMBER: Q/NC062/15/2022-2023**

**STARTING DATE: 06 December 2022 Closing Date: 15 December 2022 Closing Time: 10:00**

I, \_\_\_\_\_, the undersigned, in submitting this bid, Quotation No.: **Q/NC062/15/2022-2023**, in response to the invitation for the bid made by Nama Khoi Municipality do hereby make the following statements that I certify to be true and complete in every respect:

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

That:

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, 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<sup>3</sup> 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. 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.

**PRINT FULL NAME :** \_\_\_\_\_ **DATE :** \_\_\_\_\_

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

## 8. DECLARATION ON THE STATE MUNICIPAL ACCOUNTS AT ALL THE MUNICIPALITIES OF THE BIDDER (SCM1)

**NOTICE NO.: 164/2022**  
**BID NUMBER: Q/NC062/15/2022-2023**

**STARTING DATE: 06 December 2022 Closing Date: 15 December 2022 Closing Time: 10:00**

**PLEASE ATTACHED MUNICIPAL ACCOUNTS OR LEASE AGREEMENTS AT BACK**

- 9.1. The completion of this form is **COMPULSORY**, and failure to complete this form might result that this Quotation will not be considered.
- 9.2. The bidder:
- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the Municipal Manager reject the Quotation 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 Nama Khoi Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
  - b) hereby certifies that the information set out in this schedule and/or attached thereto is true and correct. The bidder acknowledges that failure to properly and truthfully complete this schedule may result in the Quotation being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract. The bidder must complete or provide us with an additional schedule of information in the following format;

Physical Business addresses of the Bidder	Municipality	Municipal Account Numbers

**Attached certified copies of municipal accounts not older than 3 months.**

- 9.3. The bidder must complete or provide us with an additional schedule of information (Refer to schedule 13) of all its directors/ shareholders/ Managers/ Partners/Members etc.

Name of Director/ Member	ID Number	Physical Address	Municipality	Municipal Account Number

**Attached certified copies of municipal accounts all directors or members not older than 3 months.**

I/We declare that the abovementioned information is true and correct and that the above mentioned documents refer to in 9.2 and 9.3 are attached to this form:

\_\_\_\_\_

(insert name of enterprise)

PRINT FULL NAME : \_\_\_\_\_

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

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

## 9. PRICING INSTRUCTIONS

NOTICE NO.: 164/2022  
BID NUMBER: Q/NC062/15/2022-2023

STARTING DATE: 06 December 2022 Closing Date: 15 December 2022 Closing Time: 10:00

### 1.1. General and rates

- 1.1.1. The price schedules has columns for unit rate, unconditional discount offered, discounted rate and estimated quantity.
- 1.1.2. All the prices shall be tendered excluding VAT but including customs or excise duty and any other duty, levy, or other applicable tax.
- 1.1.3. All prices shall be tendered in accordance with the units specified in this schedule.
- 1.1.4. Only complete discount column if you offer unconditional discounts on items.
- 1.1.5. All prices Tendered must include all expenses, disbursements and costs (transport, overheads etc) that may be incurred in the execution of this contract and shall cover all the general risks, liabilities and obligations set implicitly in the contract.
- 1.1.6. All prices shall be fixed for the once-off contract and will be final and binding.

### 1.2. Corrections made

- 1.2.1. Any entry made by the bidder in the price schedule, which the bidder desires to change, shall not be erased or printed out.
- 1.2.2. A line shall then be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the bidder shall be placed next to the correction.

## 10. PRICING SCHEDULE

NOTICE NO.: 164/2022  
BID NUMBER: Q/NC062/15/2022-2023

STARTING DATE: 06 December 2022 Closing Date: 15 December 2022 Closing Time: 10:00

Item No	DESCRIPTION OF ITEMS ACCORDING TO SPECIFICATIONS	QUANTITY	UNIT PRICE (Excl VAT)	TOTAL (Excl VAT)
1	Investigation to promote Regulatory Compliance	1		
	TOTAL AMOUNT (EXCLUDING TAXES)			
	TAXES			
	TOTAL AMOUNT (INCLUDING TAXES)			

\* **NOTE: Subsistence and Travelling must be included in the Total amount (VAT Incl)**

Carry amount over: MBD 3.1)

The undersigned, who warrants that he/ she is duly authorised to do so on behalf of the enterprise confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct and there was no collusion with other bidders.

Person authorised to sign Quotation:

FULL NAME: \_\_\_\_\_

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

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



# 11. SPECIFICATIONS / SCOPE OF WORK

NOTICE NO.: 164/2022  
BID NUMBER: Q/NC062/15/2022-2023

STARTING DATE: 06 December 2022 Closing Date: 15 December 2022 Closing Time: 10:00

## INVESTIGATION TO PROMOTE REGULATORY COMPLIANCE

Quotations are hereby invited from experienced and suitably qualified service providers for the investigation to promote regulatory compliance, as set out in the following specifications:

With the aim of improving its governance environment and reaching towards the goal of a clean audit, the Nama Khoi Municipality has adopted a zero-tolerance approach to non-compliance with legislation and regulations, with a view to:

1. Build an ethical culture and ensure that compliance and accountability are enforced with appropriate consequences for those who intentionally fail to comply with legislation.
2. Ensure effective implementation, and the alignment of the policies and procedures of the Municipality with legislation.
3. Train officials effectively, to enable them to understand their roles and responsibilities and thus incorporate compliance as part of the daily routine of activities.
4. Strengthen and restore public confidence in local government by ensuring that leaders and officials within the Municipality perform their duties legally, effectively, efficiently, economically and most importantly, in accordance with legislation and regulations.

The Nama Khoi Municipality have now decided to procure the services of an independent service provider to investigate prior compliance with legislation and regulations through the investigating of the regularity compliance for the previous three financial years by investigating non-compliance and considering recognised best practices.

During this investigative process it will be required from the service provider to investigate the compliance activities of senior management, the internal audit unit of the Municipality, the audit committee and other role players within the Municipality.

The purpose of this investigation is to ensure that overall accountability is improved and that the vital service delivery and socio-economic objectives that the Municipality has set are enhanced and not undermined.

The focus areas and criteria of this investigation should be focused per audit cycle based on public interest and service delivery expectations as mentioned. Priority should be given to the following areas where there is a substantial risk of non-compliance, or those that are the subject of significant legislative focus:

1. Adherence to reporting requirements as prescribed in the MFMA as well as the Treasury regulations. (This is required to minimise material misstatements in the financial and service delivery information as contained in financial statements and annual reports.)
2. Adherence to supply chain management prescripts in procuring goods and services. (Especially non-compliance in this area inclusive of unfair tender processes and government employees or their relatives conducting business with government, amongst others.)
3. Prevention and detection of irregular, unauthorised and fruitless and wasteful expenditure.
4. Human resource management and appointment processes.
5. Overdue payment of service providers. (Legislation prescribes the payment of service providers within a 30-day period.)
6. Non-compliance with statutory prescripts.

Any findings on non-compliance and its root causes are to be recorded in a report as well as the prima facie evidence for this non-compliance and the legal prescripts that were transgressed with the aim to:

1. Propose the corrective steps to be taken to address non-compliance.
2. Propose the actions to be taken to address non-compliance in terms of consequence management.
3. Make recommendations on how to remedy the non-compliance activities and to prevent and detect future non-compliance and ensure control by means of specific measures.
4. Propose training initiatives and corrective actions that will eradicate and minimise future non-compliance.

# 1. GENERAL CONDITIONS OF CONTRACT (GCC)

NOTICE NO.: 164/2022  
BID NUMBER: Q/NC062/16/2020-2021

STARTING DATE: 06 December 2022 Closing Date: 15 December 2022 Closing Time: 10:00

## 1.1 Definitions

The following terms shall be interpreted as indicated:

- 1.1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract from signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of this contractual obligation.
- 1.1.4. "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.
- 1.1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.1.6. "Country of origin" means the place where 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 basis characteristics or in purpose or utility from its components.
- 1.1.7. "Day" means calendar day.
- 1.1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.1.10. "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.
- 1.1.11. "Dumping" occurs when a private enterprise abroad market its good on own initiative in the RSA at lower prices than that of the country or origin and which have the potential to harm the local industries in the RSA.
- 1.1.12. "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 resolutions, fires floods, epidemics, quarantine restrictions and freight embargoes.
- 1.1.13. "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.

- 1.1.14. "GCC" mean the General Conditions of Contract.
- 1.1.15. "Good" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.1.16. "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 transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.1.17. "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.1.18. "Manufacture" means the production of products in a factory using labour, materials components and machinery and includes other related value-adding activities.
- 1.1.19. "Order" means an official written order issued for the supply of goods or works or the procuring of a service.
- 1.1.20. "Project site" where applicable, means the place indicated in bidding documents.
- 1.1.21. "Purchaser" means the organization purchasing the goods.
- 1.1.22. "Republic" means the Republic of South Africa.
- 1.1.23. "SCC" means the Special Conditions of Contract.
- 1.1.24. "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.
- 1.1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **1.2 Application**

- 1.2.1. 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.
- 1.2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 1.2.3. Where such special conditions of contract are in conflict with these general conditions, the special shall apply.

## **1.3 General**

- 1.3.1. Unless otherwise indicated in the bidding documents, the purchase 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.

- 1.3.2. With certain exceptions, invitations for bid are only published in the Government Quotation Bulletin. The Government Quotation 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).

#### **1.4 Standards**

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

#### **1.5 Use of contracts documents and information**

- 1.5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 1.5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 1.5.1 except for purposes of performing the contract.
- 1.5.3. Any document, other than the contract itself mentioned in GCC clause 1.5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 1.5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### **1.6 Patent rights**

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

#### **1.7 Performance Security**

- 1.7.1. 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 GCC.
- 1.7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contracts.
- 1.7.3. The performance security shall be denominated in the currency of the contract, or in freely convertible currency acceptable to the purchaser and shall be in one of the following:
- 1.7.4. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or broad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 1.7.5. a cashier's or certified cheque
- 1.7.6. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

#### **1.8 Inspections, tests and analyses**

- 1.8.1. All pre-bidding testing will be for the account of the bidder.
- 1.8.2. If it is a bid condition that supplies to be produced or services to be procured should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 1.8.3. 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 payments arrangements with the testing authority concerned.
- 1.8.4. If the inspection, test and analyses referred to in clauses 1.8.2 and 1.8.3 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.
- 1.8.5. Where the supplies or services referred to in clauses 1.8.2 and 1.8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 1.8.6. Supplies and services, which are, referred to in clauses 1.8.2 and 1.8.3 and which do not comply with the contract requirements may be rejected.
- 1.8.7. Any contract supplies may, on or after delivery, be inspected; tested or analysed and may be rejected if found no to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchase may without giving the supplier further opportunity to substitute the rejected supplies purchase such supplies as may be necessary at the expense of the supplier.
- 1.8.8. The provisions of clauses 1.8.4 to 1.8.7 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 1.23 of GCC.

## **1.9 Packing**

- 1.9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitations during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 1.9.2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **1.10 Delivery and documents**

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

## **1.11 Insurance**

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

## **1.12 Transportation**

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

## **1.13 Incidental services**

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

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

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

## **1.14 Spare parts**

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

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

## **1.15 Warranty**

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

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

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

- 1.15.4. Upon receipt of such notice, the supplier shall, with the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to be purchaser.
- 1.15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### **1.16 Payment**

- 1.16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 1.16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 1.16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 1.16.4. Payment will be made in Rand unless otherwise stipulated in SCC.
- 1.16.5. No advance payments will be granted.

#### **1.17 Prices**

- 1.17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

#### **1.18 Contract Amendments**

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

#### **1.19 Assignment**

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

#### **1.20 Subcontracts**

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

#### **1.21 Delays in the supplier's performance**

- 1.21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 1.21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and my



at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 1.21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.
- 1.21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 1.21.5. Except as provided under GCC clause 1.25, a delay by the supplier in the performance of its delivery obligations shall procure the supplier liable to the imposition of penalties, pursuant to GCC clause 1.22, unless an extension of time is agreed upon pursuant to GCC clause 1.21.2 without the application of penalties.
- 1.21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **1.22 Penalties**

- 1.22.1. Subject to GCC clause 1.25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC clause 1.23.

## **1.23 Termination for default**

- 1.23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 1.21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 1.23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminate.

## **1.24 Anti-dumping and countervailing duties and rights**

- 1.24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required of imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand

be paid forthwith by the contractor to the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or procured, or is to deliver or procure in terms of the contract or any other contract or any other amount which may be due to him.

### **1.25 Force Majeure**

- 1.25.1. Notwithstanding the provisions of GCC clauses 1.22 and 1.23, the supplier shall not be liable for forfeiture or 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.
- 1.25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

### **1.26 Termination for insolvency**

- 1.26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

### **1.27 Settlement of Disputes**

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

### **1.28 Limitation of liability**

- 1.28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to clause 3.6;
  - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss or use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

### **1.29 Governing language**

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

### **1.30 Applicable law**

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

### **1.31 Notices**

- 1.31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 1.31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice

### **1.32 Taxes and duties**

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

**(1) TAX CLEARANCE STATUS PIN**

NOTICE NO.: 164/2022  
BID NUMBER: Q/NC062/15/2022-2023

STARTING DATE: 06 December 2022 Closing Date: 15 December 2022 Closing Time: 10:00

**PLEASE ATTACH HERE**

**(2) B-BBEE CERTIFICATE**

NOTICE NO.: 164/2022  
BID NUMBER: Q/NC062/15/2022-2023

STARTING DATE: 06 December 2022 Closing Date: 15 December 2022 Closing Time: 10:00

**PLEASE ATTACH HERE**

## **(3) MUNICIPAL ACCOUNTS**

**NOTICE NO.: 164/2022**  
**BID NUMBER: Q/NC062/15/2022-2023**

**STARTING DATE: 06 December 2022 Closing Date: 15 December 2022 Closing Time: 10:00**

**PLEASE ATTACH HERE ALL MUNICIPAL ACCOUNTS  
OF COMPANY AND ITS DIRECTORS**

**(4) REFERENCES / CV'S**

**NOTICE NO.: 164/2022**  
**BID NUMBER: Q/NC062/15/2022-2023**

**STARTING DATE: 06 December 2022 Closing Date: 15 December 2022 Closing Time: 10:00**

**PLEASE ATTACH COMPREHENSIVE CV'S /  
REFERENCES**

**(5) CENTRAL SUPPLIER DATABASE**

NOTICE NO.: 164/2022  
BID NUMBER: Q/NC062/15/2022-2023

STARTING DATE: 06 December 2022 Closing Date: 15 December 2022 Closing Time: 10:00

**PLEASE ATTACH CENTRAL SUPPLIER DATABASE  
(CSD) REGISTRATION**