

# MOPANI DISTRICT MUNICIPALITY



## SUPPLY CHAIN MANAGEMENT

|                 |                                                                                                     |
|-----------------|-----------------------------------------------------------------------------------------------------|
| BID NO          | : MDM 2024/25-012                                                                                   |
| BID DESCRIPTION | : APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT MUNICIPAL IT APPLICATION AND GENERAL CONTROLS AUDIT. |
| BIDDER NAME     | : .....                                                                                             |
| CSD NO          | : .....                                                                                             |
| BID AMOUNT      | : .....                                                                                             |
| CLOSING DATE    | : 13 JANUARY 2025 @ 12H00 PM                                                                        |

**MDB 1: Invitation/Advert**

# MOPANI DISTRICT MUNICIPALITY

Government Buildings, Main Road  
Private Bag X9687  
Giyani

Tel: +27 15 811 6300  
Fax: +27 15 812 4301  
Email: [mojelaj@mopani.gov.za](mailto:mojelaj@mopani.gov.za)

|                                                                                                                                                                                                                                         |                                                                                                  |                                                                                                  |                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOPANI DISTRICT MUNICIPALITY</b>                                                                                                                                               |                                                                                                  |                                                                                                  |                                                                                                     |
| BID NUMBER:                                                                                                                                                                                                                             | MDM 2024/25-012                                                                                  | CLOSING DATE: 13 JANUARY 2025                                                                    | CLOSING TIME: 12H00                                                                                 |
| DESCRIPTION                                                                                                                                                                                                                             | APPOINTMENT OF SERVICE PROVIDER TO CONDUCT MUNICIPAL IT APPLICATION AND GENERAL CONTROLS AUDIT.  |                                                                                                  |                                                                                                     |
| BRIEFING SESSION                                                                                                                                                                                                                        | NOT APPLICABLE                                                                                   |                                                                                                  |                                                                                                     |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>                                                                                                                                       |                                                                                                  |                                                                                                  |                                                                                                     |
| BID RESPONSE DOCUMENTS WITH ATTACHMENTS SHOULD BE DEPOSITED IN THE BID BOX SITUATED AT MOPANI DISTRICT MUNICIPALITY'S MAIN OFFICE ENTRANCE OF GOVERNMENT BUILDING MAIN STREET, GIYANI A                                                 |                                                                                                  |                                                                                                  |                                                                                                     |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                                                                                             |                                                                                                  |                                                                                                  |                                                                                                     |
| Name of bidder                                                                                                                                                                                                                          |                                                                                                  |                                                                                                  |                                                                                                     |
| Postal address                                                                                                                                                                                                                          |                                                                                                  |                                                                                                  |                                                                                                     |
| Street/physical address                                                                                                                                                                                                                 |                                                                                                  |                                                                                                  |                                                                                                     |
| Telephone number                                                                                                                                                                                                                        |                                                                                                  |                                                                                                  |                                                                                                     |
| Cell phone number                                                                                                                                                                                                                       |                                                                                                  |                                                                                                  |                                                                                                     |
| E-mail address                                                                                                                                                                                                                          |                                                                                                  |                                                                                                  |                                                                                                     |
| Vat registration number                                                                                                                                                                                                                 |                                                                                                  |                                                                                                  |                                                                                                     |
| Tax compliance status<br><input type="checkbox"/> Yes <input type="checkbox"/> NO                                                                                                                                                       | TCS PIN:                                                                                         | CSD No:                                                                                          |                                                                                                     |
| <b>[IDENTITY DOCUMENT; MEDICAL REPORT INDICATING DISABILITY; LETTER FROM TRADITIONAL AUTHORITY MUST BE SUBMITTED IN ORDER TO QUALIFY FOR 20 POINTS TO BE AWARDED TO A TENDER FOR THE SPECIFIC GOALS SPECIFIED [TICK APPLICABLE BOX]</b> |                                                                                                  |                                                                                                  |                                                                                                     |
| Owned by black person<br><input type="checkbox"/> Yes <input type="checkbox"/> NO                                                                                                                                                       | Owned by black person that are woman<br><input type="checkbox"/> Yes <input type="checkbox"/> NO | Owned by black person that are youth<br><input type="checkbox"/> Yes <input type="checkbox"/> NO | Owned by black people with disabilities<br><input type="checkbox"/> Yes <input type="checkbox"/> NO |
| Owned by black people living in rural areas<br><input type="checkbox"/> Yes <input type="checkbox"/> NO                                                                                                                                 |                                                                                                  |                                                                                                  |                                                                                                     |
| Description of services                                                                                                                                                                                                                 |                                                                                                  |                                                                                                  |                                                                                                     |
| Name of Authorised personnel                                                                                                                                                                                                            |                                                                                                  | Capacity under which this bid is signed                                                          |                                                                                                     |
| Identity Document Number                                                                                                                                                                                                                |                                                                                                  |                                                                                                  |                                                                                                     |
| Signature of bidder                                                                                                                                                                                                                     | .....                                                                                            | Date                                                                                             |                                                                                                     |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>                                                                                                                                                                                  |                                                                                                  |                                                                                                  |                                                                                                     |
| Department                                                                                                                                                                                                                              | Office of the Municipal Manager                                                                  | Budget & Treasury Office                                                                         |                                                                                                     |
| Contact person                                                                                                                                                                                                                          | Mr. Mphahlele M                                                                                  | Mr. Mojela J                                                                                     |                                                                                                     |
| Telephone number                                                                                                                                                                                                                        | 015 811 6300                                                                                     | 015 811 6300                                                                                     |                                                                                                     |
| E-mail address                                                                                                                                                                                                                          | <a href="mailto:MphahleleM@mopani.gov.za">MphahleleM@mopani.gov.za</a>                           | Mojelaj@mopani.gov.za                                                                            |                                                                                                     |
| Are you the accredited representative in South Africa for the goods /services /works offered? <input type="checkbox"/> Yes <input type="checkbox"/> NO                                                                                  |                                                                                                  |                                                                                                  |                                                                                                     |
| Are you a foreign-based supplier or based outside MDM for the goods /services /works offered? <input type="checkbox"/> Yes <input type="checkbox"/> NO                                                                                  |                                                                                                  |                                                                                                  |                                                                                                     |
| [IF YES, ANSWER PART B:3 Foreign 3.4-6.5 / Outside MDM 3.6-3.7]                                                                                                                                                                         |                                                                                                  |                                                                                                  |                                                                                                     |

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

1.1. Bids must be delivered by the stipulated time to the correct address will be considered.

1.2. Late bids will not be accepted for consideration.

1.3. **All bids must be submitted on the official forms provided.**

**Forms must be filled in black pen and not re-typed. Typed forms will lead to disqualification as no forms are issued electronically. No correction fluid must be used in the document. Use of correction fluid will to disqualification. Where bidder has made mistakes on the form, cancel on the mistake and initial above the cancellation.**

1.4. 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.

1.5. **Pre-requisite compliance/Bidding requirements.**

**1.5.1 Administrative requirements (May not be used for disqualification purposes unless specifically outlined)**

- CSD report-This will be used as disqualification only if the supplier is not registered.
- Tax compliance certificate

**1.5.2 SPECIAL CONDITIONS:**

- None

**1.5.3 Mandatory compliance requirements-Non submission or conformance to any of these requirements will lead to disqualification.**

- Certified ID copy of all director(s),
- Certified business registration certificate issued by CIPC ,
- Statement of municipal rates and taxes issued by municipality that municipal rates & taxes that are not in arrears for more than 90 days both company and director(s)/ letter from traditional authority where the director/business is residing/operating in rural arrears where municipal rates and taxes are not levied. (Statement of municipal rates and taxes/Letter from traditional authority must not be 3 months older than the bid advert date) (Note that statements from body corporate and proof of residence issued by municipalities will be considered non-compliance). Where the business/Director operates/resides in a leased property, please attach a lease agreement. In the event that the business/director does not own or rent any property and resides with family or friends or operate the business at home/friends place etc., please attach affidavit from SAPS confirming the property and statement of municipal rates and taxes of the owner of the property for verification).

**1.5.4 Ability to execute the contract/ Functionality evaluation.**

- All bids that pass administrative and mandatory compliance requirements will be further evaluated on functionality as follows:

| No | Description        | Points |
|----|--------------------|--------|
| 1  | Company experience | 50     |
| 2  | Key personnel      | 50     |

- Minimum cut off score for final evaluation of Price and specific goals is 60 points. Any bidder that who scores bellow 80 points shall be disqualified from further evaluation and shall not be evaluated on 80/20 preference point system.

1.6. All certified copies must not be older than 3 months (Certification older than three (3) monthswill be considered as non-compliance). All certifications must be freshly/originally certified (Copy of copy will be rendered non-compliance)

1.7. **Bidder who passed functionality shall be subjected to 80/20 Preference point system**, were 80 points will be allocated on price **and** a maximum of 20 points may be awarded to a tender for the specific goals specified for the tender as outlined in the table. N/B Points will be awarded based on the documents attached as per means of verification column. Where any of the documents is not attached, bidder shall forfeit points for that specific goal.

| Preference points for specific goals | Means of verification | Number of points |
|--------------------------------------|-----------------------|------------------|
| Owned by black person                | Identity document     | 4                |

|                                             |                                      |   |
|---------------------------------------------|--------------------------------------|---|
| Owned by black person that are woman        | Identity document                    | 4 |
| Owned by black person that are youth        | Identity document                    | 4 |
| Owned by black people with disabilities     | Medical report indicating disability | 4 |
| Owned by black people living in rural areas | Letter from traditional authority    | 4 |

## 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- 2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 2.4 Foreign suppliers must complete the pre-award questionnaire in Part B3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- 2.7 bidder must be registered on the central supplier database (CSD), provided CSD report.

## 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. Is the entity a resident of the Republic of South Africa (RSA)? ☐ YES ☐ NO
- 3.2. Does the entity have a branch in the RSA? ☐ YES ☐ NO
- 3.3. Does the entity have a permanent establishment in the RSA? ☐ YES ☐ NO
- 3.4. Does the entity have any source of income in the RSA? ☐ YES ☐ NO
- 3.5. Is the entity liable in the RSA for any form of taxation? ☐ YES ☐ NO
- 3.6. Is the entity a residing of the Limpopo Provinces? ☐ YES ☐ NO
- 3.7. Is the entity a residing of the Republic of South Africa (RSA)? ☐ YES ☐ NO

If the answer is "no" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

## 4. Further condition

- 4.1 Bid will be evaluated/adjudicated in term of Mopani District Municipality's SCM policy; Preferential Procurement regulation 2022; MFMA: SCM regulations & other Applicable legislations
- 4.2 Mopani District Municipality does not itself to accept the lowest or any bid; reserves right to appoint/cancel or accept whole or part of a bid or to negotiate further condition in term MFMA: SCM regulation 24, The valid period of the submitted bids is 90 days counting from opening/closing date,
- 4.3 Bidders shall complete & sign all Forms of Bid and initial each page; Agree/Accept General Conditions of Contracts, Special Conditions; Term of references, Specifications and any attachments which deemed to be condition of Contract between the parties.
- 4.4 Failure to complete all blank spaces in the forms and to attend to the other details mentioned herein will results into bid rejection/disqualified

## FUNCTIONALITY MATRIX

| The following Criteria will be used for evaluation of Tenders on functionality. |                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |             |
|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| ITEM No.                                                                        | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                              | POINT DISTRIBUTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | MAX. POINTS |
| 1.                                                                              | <b>Previous experience</b> in conducting IT application/ and or general controls audit.<br><b>Attach Appointment letters</b>                                                                                                                                                                                                                                                                                                             | 1 Appointment letters = <b>10</b> points<br>2 Appointment letters = <b>20</b> points<br>3 Appointment letters = <b>30</b> points<br>4 Appointment letters = <b>40</b> points<br>5 Appointment letters = <b>50</b> points                                                                                                                                                                                                                                                                      | 50          |
| 2.                                                                              | <b>Key personnel</b><br>Bidder must attach detailed CV'S and certified qualifications, Professional registration with ID copy of the key personnel's: (Please submit SAQA evaluation certificate for non-South African qualifications.)                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |             |
|                                                                                 | <b>Director (20 points)</b><br>At least an NQF level 7 relevant qualification and registered CISA or recognise audit professional body.<br><br>IT Audit manager (20 points)<br>At least an NQF level 7 relevant qualification and registered CISA or recognise audit professional body.<br><br>Senior IT Auditor (10 points)<br>At least an NQF level 7 relevant qualification and registered CISA or recognise audit professional body. | 1 year experience=4 Points<br>2 years experience=8 points<br>3 years' experience=12 points<br>4 years experience=16 points<br>5 years experience =20 points<br><br>1 year experience=4 Points<br>2 years experience=8 points<br>3 years experience=12 points<br>4 years experience=16 points<br>5 years experience =20 points<br><br>1 year experience=2 Points<br>2 years experience=4 points<br>3 years experience=6 points<br>4 years experience=8 points<br>5 years experience =10 points | 50          |
| 4.                                                                              | <b>All bidders who score less than 60 points shall be disqualified from further evaluation.</b>                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 100         |

## AUTHORITY FOR SIGNATORY

Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

"By resolution of the board of directors passed on *(date)*.....

Mr./Mrs. ....

has been duly authorized to sign all documents in connection with the Tender for Contract No

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

(BLOCK CAPITALS) .....

.....

.....

SIGNED ON BEHALF OF THE COMPANY : .....

IN HIS/HER CAPACITY AS : .....

DATE : .....

FULL NAMES OF SIGNATORY : .....

AS WITNESSES 1: .....

2: .....

## 2.1 KEY PERSONNEL EXPERIENCE (TEAM LEADER & TEAM MEMBERS WHO WILL BE ATTENDING TO MDM NEEDS DURING THE CONTRACT PERIOD)

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

| Name & Initial | Tel Number | Position in your company | Qualifications | Number of years' experience |
|----------------|------------|--------------------------|----------------|-----------------------------|
|                |            |                          |                |                             |
|                |            |                          |                |                             |
|                |            |                          |                |                             |
|                |            |                          |                |                             |

### 2.1.1 Curriculum Vitae of Key Personnel (please note that if separate CV are attached, use the format provided below) Curriculum Vitae of Key Personnel (Contract Manager) Provide separate forms for each position listed in Form: Key Personnel

|                                                                                                           |               |                             |
|-----------------------------------------------------------------------------------------------------------|---------------|-----------------------------|
| <b>Name:</b>                                                                                              |               | <b>Gender:</b>              |
| <b>ID / Passport No:</b>                                                                                  |               | <b>Nationality:</b>         |
| <b>Contact No:</b>                                                                                        |               | <b>Race:</b>                |
| <b>Profession / Current position:</b>                                                                     |               | <b>Years of experience:</b> |
| <b>Professional Registration Number:</b>                                                                  |               | <b>Year obtained</b>        |
| <b>Post graduate Qualifications :</b>                                                                     |               | <b>Year obtained</b>        |
| <b>Accreditation certificate in field:</b>                                                                |               | <b>Year obtained</b>        |
| <b>Name of Employer (firm):</b>                                                                           |               | <b>Years with firm:</b>     |
|                                                                                                           |               |                             |
|                                                                                                           |               |                             |
| <b><u>Employment Record</u></b>                                                                           |               | <b>Years with firm:</b>     |
| <b>Company</b>                                                                                            | <b>Period</b> | <b>Capacity</b>             |
|                                                                                                           |               |                             |
|                                                                                                           |               |                             |
| <b><u>Experience Record Pertinent to Required service: (Please list the projects, value and year)</u></b> |               |                             |
| <b>Project Name</b>                                                                                       | <b>Value</b>  | <b>Year</b>                 |
|                                                                                                           |               |                             |
|                                                                                                           |               |                             |
|                                                                                                           |               |                             |
|                                                                                                           |               |                             |

#### **Certification:**

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

.....  
*Signature of person name in the schedule*

.....  
*Date*

### Curriculum Vitae of Key Personnel

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

|                                                                |                             |                 |
|----------------------------------------------------------------|-----------------------------|-----------------|
| <b>Name:</b>                                                   | <b>Gender:</b>              |                 |
| <b>ID / Passport No:</b>                                       | <b>Nationality:</b>         |                 |
| <b>Contact No:</b>                                             | <b>Race:</b>                |                 |
| <b>Profession / Current position:</b>                          | <b>Years of experience:</b> |                 |
| <b>Professional Registration Number:</b>                       | <b>Years obtained</b>       |                 |
| <b>Highest Qualifications:</b>                                 | <b>Years obtained</b>       |                 |
| <b>Name of Employer (firm):</b>                                | <b>Years with firm:</b>     |                 |
|                                                                |                             |                 |
| <b><u>Employment Record:</u></b>                               |                             |                 |
| <b>Company</b>                                                 | <b>Period</b>               | <b>Capacity</b> |
|                                                                |                             |                 |
|                                                                |                             |                 |
|                                                                |                             |                 |
|                                                                |                             |                 |
|                                                                |                             |                 |
|                                                                |                             |                 |
| <b><u>Experience Record Pertinent to Required service:</u></b> |                             |                 |
| <b>Project Name</b>                                            | <b>Value</b>                | <b>Year</b>     |
|                                                                |                             |                 |
|                                                                |                             |                 |
|                                                                |                             |                 |
|                                                                |                             |                 |
|                                                                |                             |                 |
|                                                                |                             |                 |
|                                                                |                             |                 |
|                                                                |                             |                 |

#### Certification:

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

.....  
*Signature of person name in the schedule*

.....  
*Date*

## 2.5. TRIBAL AUTHORITY /MUNICIPAL ACCOUNT DECLARATION FORM

Proof that municipal rates and taxes are not in arrears

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

1.8. **Members/director's Accounts** (Attach recent municipal statement/tribal authority letter not older than 3 months/lease agreement in the event that the director is renting/In the event that director is not renting/lease any property and resides with family or friends etc, director to provide affidavit from SAPS confirming the that the director is currently residing with the whoever owns the property and municipal rates and taxes of the owner of the property).

|              |  |         |           |
|--------------|--|---------|-----------|
| Name:        |  | Account | Amount    |
| address      |  | ID No:  | Signature |
| Account Type |  |         |           |
| Name:        |  | Account | Amount    |
| address      |  | ID No:  | Signature |
| Account Type |  |         |           |
| Name:        |  | Account | Amount    |
| address      |  | ID No:  | Signature |
| Account Type |  |         |           |
| Account Type |  |         |           |
| Name:        |  | Account | Amount    |
| address      |  | ID No:  | Signature |
| Account Type |  | Account | Amount    |

We \_\_\_\_\_ (Bidder name) declare that above account(s) are not in arrears for more than 90 days & undertakes to settle all municipal account/ account tribal authority, authorise MDM to verify all municipal account / tribal authority account of a company; members/director (excluded are of employer/association member) and understand that if account(s) is in arrears for more than 90 days shall decline our bid at any SCM process stage; we acknowledge that information furnish above is accurate/correct and if not may render our bid invalid (duly sign by above members/director on signature column

SIGNATURE OF BIDDER: .....

DATE: .....

### 3. GENERAL CONDITIONS OF CONTRACT



#### **GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY REPUBLIC OF SOUTH AFRICA**

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

The purpose of this document is to:

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

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

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

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

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

- 1.10 “Consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

- 1.11 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.12 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.13 “Control” means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 1.14 “Co-operative or collective enterprise” is an autonomous association of persons who voluntarily join together to meet their economic, social and cultural needs and aspirations through the formation of a jointly-owned enterprise and democratically controlled enterprise.
- 1.15 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.16 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.17 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.18 “Day” means calendar day.
- 1.19 “Delivery” means delivery in compliance with the conditions of the contract or order.
- 1.20 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.21 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.22 “Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 1.23 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.24 “Equity Ownership” means the percentage ownership and control, exercised by individuals within an enterprise.
- 1.25 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.26 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.27 “GCC” means the General Conditions of Contract.
- 1.28 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.29 “Historically Disadvantaged Individual (HDI)” means a South African citizen -
- 1.29.1 who, due to the Apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993) (“the interim Constitution); and/or
- 1.29.2 Who is a female; and/or
- 1.29.3 Who has a disability?
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI.
- 1.30 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.31 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.32 “Management” means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 1.33 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.34 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.35 “Owned” means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 1.36 “Parliament” means Parliament of the Republic of South Africa as set out in Chapter Four of the Constitution.
- 1.37 “Person” includes reference to a juristic person.
- 1.38 “Project site” where applicable, means the place indicated in bidding documents.
- 1.39 “Purchaser” means the organization purchasing the goods.
- 1.40 “Rand value” means the total estimated value of a contract in Rand denomination that is calculated at the time of the bid invitations, and includes all applicable taxes and excise duties.
- 1.41 “Republic” or “RSA” means the Republic of South Africa.
- 1.42 “RFP” means Request for Bids.
- 1.43 “RFT” means Request for Tender.

- 1.44 "RFQ" means Request for Quotation.
- 1.45 "SCC" means the Special Conditions of Contract.
- 1.46 "Secretary" means the Secretary to Parliament.
- 1.47 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.48 "Specific contract participation goals" means the goals as stipulated in the Preferential Procurement Regulations, 2001. In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of State to give particular consideration to procuring locally manufactured products.
- 1.49 "Small, Medium and Micro Enterprises (SMMEs) bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act 102 of 1996).
- 1.50 "Sub-contracting" means the primary contractor's assigning or leasing or making out work to, or employing another person to support such a primary contractor in the execution of part of a project in terms of the contract.
- 1.51 "Trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 1.52 "Trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 1.53 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application
  - 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
  - 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
  - 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General
  - 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
  - 3.2 With certain exceptions, invitations to bid can be accessed electronically from [www.mopani.gov.za](http://www.mopani.gov.za)
- 4. Standards
  - 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection
  - 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed

- person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance security
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) A cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections, tests and analyses
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of Parliament or an organisation acting on behalf of Parliament.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
9. Packing
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
10. Delivery and documents
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
11. Insurance
- 11.1 The goods supplied under the contract shall be fully insured by the bidder in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12. Transportation
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) In the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
16. Payment
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

- 18. Variation orders
  - 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Assignment
  - 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts
  - 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance
  - 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
  - 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
  - 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
  - 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
  - 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
  - 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties
  - 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) If the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
24. Anti-dumping and countervailing duties and rights
- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
25. Force Majeure
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) The purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
33. Transfer of contracts
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts
- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
35. Prohibition of restrictive practices
- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned

#### GENERAL PROCEDURES

1. General Directives
- 1.1 The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders and contracts, unless otherwise approved by the Council prior to the invitation of the bids.
- 1.2 Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
- 1.3 Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
- 1.4. The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.
- 1.5 Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.
- 1.5 All bids with regard to the bidding of a service e.g. materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.
- 1.6. The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.
2. Process for competitive bidding Following are procedures for a competitive bidding process for each of the following stages:
- 2.1 Compilation of bidding documentation
- (a) Take into account –
  - The general conditions of contract;
  - Any Treasury guidelines on bid documentation; and
  - The requirement of the Construction Industry Development Board, in the case of a bid relating to construction, Replacement or refurbishment of buildings or infrastructure.
  - Include evaluation and adjudication criteria, including any criteria required by other applicable legislation.

- Compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted as MBD 4
- Require the bidders to furnish the following if the value of the transaction is expected to exceed R10 million (VAT included) or contract period exceed twelve months:
  - If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statement –
    - For the past three years; or
    - Since their establishment if establishment during the past three years
  - A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payments is overdue for more than 30 days
  - Particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract
  - A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic
  - Stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

## 2.2 Issuing of bid documents

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

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

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

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

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

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

## 2.3 issuing / Payment of bid documents

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

## 2.4 Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

- (i) Invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Bid Bulletin) and

- (ii) Public advertisement must contain the following:  
The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included) or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and
- (iii) Accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process
- (iv) Bids submitted must be sealed.
- (v) The following information must appear in any advertisement:
  - \* Bid number & Description of the requirements
  - \* Payable Non – Refundable fee where applicable to be paid before issuing bid documents
  - \* The place where the bid documents can be obtained / submitted / open
  - \* The date, time and venue where site inspection/briefing session will be (if applicable);
  - \* Closing date and time;
  - \* The name and telephone numbers of the contact person for any enquiries.
  - \* Name of Municipal manager or Acting Accounting Officer
- 2.5 Site meetings of briefing sessions  
A fully explanatory site inspection must be conducted before the close of the bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.  
It should be a condition that prospective bidders attend a site inspection and non- attendance should invalidate a bid, where a site inspection/briefing session is applicable.
- 2.6 Handling of bids submitted in response to public invitation
- (a) Closing of bids  
All bids will close at 12H00 on a date as stipulated on the advertisement, which must be reflected in the bid document. Bids are late if they are received at the address indicated in the bid documents after the closing date and time. A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by and explanation.
- (b) Opening of bids  
Bids are opened in public as soon as possible after the closure by at least two Municipal Official in the presence of the Deputy Manager Supply Chain Management or his/her delegate. The official opening the bids should in each case read out the name of the bidder and the amount of the bid. The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the persons opening it and of the person in whose presence it was opened. Bids should be recorded in a register kept for that purpose.
- 2.7 Validity of the bids  
The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid closure endorsed on the front cover of the bid document. Should the validity period expire on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date. MDM reserve right to extend the valid period up - to 180day (6 months)
- 2.8 Consideration of bids  
The Council takes all bids duly admitted into consideration.  
The Council reserves the right to accept the lowest or any bid received  
The decision by the Municipality regarding the awarding of a contract must be final and binding
- 2.9 Evaluation of bids  
The following are criteria against which all bids responses will be evaluated:
  - a) Compliance with bid conditions
  - b) Bid submitted on time
  - c) Bid forms completely filled, signed and each page initialled
  - d) Proof of registration with CSD & printed current report

- e) Certified ID copies
  - f) Proof of work experience (attach CV)
  - h) Proof of registration with accreditation body
  - I) Submission of a Valid Tax Clearance Certificate with pin & CSD tax compliant, MBD 2
  - J) Submission of Company Registration Certificate
  - K) Submission of a Joint Venture Agreement, which has been properly signed by all parties
  - L) submission Statement of municipal rates and taxes / tribal authority letter
  - M) Meeting technical specifications and comply with bid conditions;
  - N) Financial ability to execute the contract; and
  - O) The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives, points scored for price and / or points scored for functionality if applicable.
  - P) Not listed on National treasury list of restricted suppliers/register & active on CSD.
- 2.10 Evaluation of bids on functionality where applicable and then price I term of PPPFA regulation 2022.
- (i)) All bids where functionality is applicable will be evaluated first on functionality, only bidders' score required minimum points will qualify for second stage for further evaluation in term of started point scoring system on MBD 1 advert/invitation to bid
  - (ii) Mopani District Municipality shall in the bid documents indicate if, in respect of a particular bid invitation that bids will be evaluated on functionality; price & specific goals.
  - (ii) The total points allowed for price may, In respect of bids with an estimated Rand value above R50,000,000.00, no exceed 90 points and less than R50 000 000.00 shall not exceed 80 points
  - (iii) When evaluating bids contemplated in this item, the points for functionality must be calculated for each individual bidder
  - (vii) The number of points scored for achieving the specific goals must be calculated separately and must be added to points of price.
  - (iv) Only bid with the highest number of points be selected/recommended for award.
- 2.11 Acceptance of bids.
- Successful bidders must be notified at least by registered post/fax/e-mail of the acceptance of their bids, but that acceptance however, will only take effect after completion of the prescribed contract form in term of MFMA section 116. Unsuccessful bids should not be returned to bidders, but should be placed on record for audit purposes. A register or records should be kept of all bids accepted
- 2.12 Cancellation and re-invitation of bids.
- (i) MDM reserve the right to withdraw advertise bid at any time due to non-compliances.
  - (ii) In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 ,000,000.00, the bid invitation must be cancelled.
  - (iii) In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50,000,000.00, the bid must be cancelled.
  - (iv) In the event that the Municipality has cancelled a bid invitation as contemplated in sub regulations (ii) and (iii) must re-invite bids and, must, in the bid documents stipulate the correct preference point system to be applied.
  - (a) A bid may be cancelled before award if:  
Due to changed circumstances, there is no longer a need for the goods, works or services offered, or Funds are no longer available to cover the total envisaged expenditure, or No acceptable bids were received.
- 2.12 Publication of bid information.
- The particulars of the successful bidders should be published in the Municipality's Bid Bulletin as well as the website; Notice board. Successful bidder shall be issued with appointment letter/official order

where acceptance letter will be request from such bidder then service provider shall be required to enter in service level agreement (SLA) in of MFMA section 116 with MDM

2.13 Invoices and Payment.

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



**MOPANI DISTRICT MUNICIPALITY**

**Appointment of a service provider to conduct municipal IT application and general controls audit.**

**Pricing schedule:**

**The projects is expected to run for atleast 240 hours. The table bellow provides a guideline for some of the key personnel that may be required on the projects.**

| <b>Description</b>         | <b>Hours</b> | <b>Hourly rate</b> | <b>Total amount</b> |
|----------------------------|--------------|--------------------|---------------------|
| <b>Director</b>            |              |                    |                     |
| <b>IT Audit Manager</b>    |              |                    |                     |
| <b>Senior IT Auditor</b>   |              |                    |                     |
| <b>Any other personnel</b> |              |                    |                     |
|                            |              |                    | <b>Subtotal:</b>    |
|                            |              |                    | <b>VAT:</b>         |
|                            |              |                    | <b>Total:</b>       |

#### MBD 4 DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number: .....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
  - 2.4 Company Registration Number: .....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number: .....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below. <sup>1</sup>“State” means –
    - (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
    - (b) any municipality or municipal entity;
    - (c) provincial legislature;
    - (d) national Assembly or the national Council of provinces; or
    - (e) Parliament.

<sup>2</sup>“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
  - 2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**
    - 2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed :  
.....

Position occupied in the state institution: .....

Any other particulars:.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

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

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....  
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars

.....  
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars .....

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars

.....  
.....

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

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

**4 DECLARATION**

I, the undersigned (name)..... Certify that the information furnished in paragraphs 2 and 3 above is correct. I accept that the state may reject the bid or act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

## MBD 6.1

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

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

#### 1. GENERAL CONDITIONS

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

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

1.2 Points for this bid shall be awarded for:

- (a) Price; and
- (b) 20 points may be awarded to a tender for the specific goals.

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

|                                                                                              | POINTS     |
|----------------------------------------------------------------------------------------------|------------|
| PRICE                                                                                        | 80         |
| Awarded to a tender for the specific goals                                                   | 20         |
| <b>Total points for Price and awarded to a tender for the specific goals must not exceed</b> | <b>100</b> |

1.4 Failure on the part of a bidder to submit proof of awarded to a tender for the specific goals as specified in the document with the bid, will be interpreted to mean that preference points for awarded to a tender for the specific goals points are not claimed.

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

#### 2. DEFINITIONS

- (a) **“Specific goals goals”** – the goals/ objectives as set out by Mopani District municipality in order to promote business of people within the goals as determined.
- (b)
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

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. A maximum of **20 points** may be awarded to a tender for the specific goals specified for the tender as outlined in the table.

| Preference points for specific goals        | Means of verification                | Number of points |
|---------------------------------------------|--------------------------------------|------------------|
| Owned by black person                       | Identity document                    | 4                |
| Owned by black person that are woman        | Identity document                    | 4                |
| Owned by black person that are youth        | Identity document                    | 4                |
| Owned by black people with disabilities     | Medical report indicating disability | 4                |
| Owned by black people living in rural areas | Letter from traditional authority    | 4                |

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

5.1 Name of company/firm:.....

5.2 VAT registration number:.....

5.3 Company registration number:.....

5.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

5.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

5.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

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

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

..... Date.....

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

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

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

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **Mopani District Municipality** in accordance with the requirements and specifications stipulated in bid number MDM .....at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for specific goals in terms of the Preferential Procurement Regulations 2022;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

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

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

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

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

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

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

NAME (PRINT) .....

SIGNATURE .....

|                           |
|---------------------------|
| <p>OFFICIAL<br/>STAMP</p> |
|---------------------------|

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

**OCCUPATIONAL HEALTH AND SAFETY STANDARD SPECIFICATIONS.**

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Contractor/Firm signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

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

| Item  | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Yes                             | No                             |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?<br><br>(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).<br><br><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                 |                                |
| 4.2   | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><br><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>                                                                                                                                                                                                                                                                            | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                 |                                |
| Item  | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Yes                             | No                             |
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |

|       |                                                                                                                                                                                                                                        |                                 |                                |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.3.1 | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |
| 4.4   | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><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. 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**

### **MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> 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:

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

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

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid number: .....

Bid Description: .....

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

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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.
 

**<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

## Addenda to the Tender Documents

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

[illegible]

## **RETURNABLE DOCUMENTS**

### **CHECKLIST ON MINIMUM REQUIREMENTS**

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

| <b>No.</b> | <b>Minimum requirements</b>                                                                                                                                    | <b>Tick</b> | <b>Comment if attached</b> |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------------------|
| 1.         | Complete original bid document.                                                                                                                                |             |                            |
| 2.         | Current CSD valid reports;                                                                                                                                     |             |                            |
| 3.         | Valid Tax Clearance Certificate with PIN;                                                                                                                      |             |                            |
| 4.         | Certified company registration certificate;                                                                                                                    |             |                            |
| 5.         | Certified ID copies of the shareholders;                                                                                                                       |             |                            |
| 6.         | Statement of municipal rates and taxes for company and director/ Municipal statement account / letter from headman/Tribal Authority/lease agreement/affidavit. |             |                            |
| 7.         | Appointment letters and CV's with qualifications                                                                                                               |             |                            |
| 8.         | All MBD Forms must be completed and signed                                                                                                                     |             |                            |
| 9.         | Specific goals documents (ID copy, Medical certificate, Letter from traditional authority)                                                                     |             |                            |

\_\_\_\_\_  
Service Provider Representative

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature