

# MATJHABENG LOCAL MUNICIPALITY



## BID DOCUMENT

TENDER NUMBER: BID/01/2023-24

TURNKEY PROJECT: EXPRESSION OF INTEREST FOR THE DEVELOPMENT OF PORTION 2, 3, 4, 5 AND REMAINDER PORTION OF ERF 8836 OF WELKOM EXT 17

### SUBMISSION OF BID DOCUMENT DEADLINE

Closing Date: Monday 02 October 2023

Time: 12:00

Venue: Municipal Civic Centre, 319 Stateway, Welkom, 9460

**Site Briefing date: 02 October 2023 at 11:00 (Compulsory)**

**Venue: Development Site (-27,968083, 26,756431)**

NAME OF BIDDER\* : .....

PHYSICAL ADDRESS\* : .....

: .....

: .....

PHONE NUMBER(S)\* : .....

E-MAIL\* : .....

CSD REG NO\* : .....

B-BBEE LEVEL OF CONTRIBUTION\* : .....

BIDDING RELATED ENQUIRIES	TECHNICAL ENQUIRIES
Finance Division: SCM Unit Matjhabeng LM Mr. L Sebatane Tel: 057 391 3911 E-mail: lesibos@matjhabeng.co.za	LED Division Matjhabeng LM Mr. TB Mnisi Tel: 067 376 3530 E-mail: Themba.Mnisi@matjhabeng.co.za

Sealed and clearly marked bids must be placed in the Bid Box at the Municipal Offices, **Municipal Civic Centre, 319 Stateway, Welkom** not later than **12:00 pm** of the closing date.

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# PART 1

## PART 1.1: INVITATION TO TENDER

### BID INVITATION

TENDER NUMBER	DESCRIPTION	EVALUATION CRITERIA	CIDB GRADING	PRICE (NON-REFUNDABLE)	CONTACT PERSON (TECHNICAL)	CLOSING DATE AND TIME
BID/01/2023-24	Turnkey Project: Expression of Interest for the Development of Portion 2, 3, 4, 5 and Remainder Portion of Erf 8836 of Welkom Ext 17	1. Mandatory 2. Functionality 3. 80/20 or 90/10 for Price & Specific goals <b>(Criteria inside the tender document)</b>	08/09/2023 (11:00) Development Site	Downloadable for free on E-tender portal or printed document available at the Municipal Main Building at R600,00 (see address below)	Mr. TB Mnisi 067 376 3530 Themba.Mnisi@matjhabeng.co.za	02/10/2023 Monday 12:00

<p><b>All SCM related enquiries must be directed to:</b></p> <p>Lesibo Sebatane 057 391 3911 (lesibos@matjhabeng.co.za) and Sylvia Malgas 057 391 3911 (sylvia.malgas@matjhabeng.co.za)</p>	<p><b>PAYMENTS CANNOT BE MADE AT THE SUPPLY CHAIN MANAGEMENT OFFICE</b></p> <p><b>PAYMENTS CAN BE MADE AT THE CASHIERS</b></p> <ul style="list-style-type: none"> <li>Welkom Offices</li> </ul>	<p><b>ALTERNATIVELY DIRECT OR ELECTRONIC DEPOSITS TO THE MUNICIPAL BANK ACCOUNT:</b> ABSA BANK, ACCOUNT NO: 4053705465, BRANCH CODE: 632 005, REF: TENDER NUMBER</p>
	<p><b>DOCUMENTS CAN BE COLLECTED AT: MATJHABENG LOCAL MUNICIPALITY MAIN BUILDING, ROOM 108 C/O RYK AND STATEWAY STREET WELKOM 9460</b></p>	<p><b>ALL TENDER DOCUMENTS TO BE SUBMITTED AT: MATJHABENG LOCAL MUNICIPALITY IN THE TENDER BOX PLACED AT THE ENTRANCE OF MUNICIPALITY OFFICES C/O RYK AND STATEWAY STREET WELKOM 9460</b></p>
<p><b>AVAILABILITY OF DOCUMENTS: 04 SEPTEMBER 2023</b></p>		

#### PLEASE NOTE:

1. **Section 217** of the Constitution of the Republic of South Africa requires an organ of state to contract for goods and services in accordance with a system which is fair, equitable, transparent, competitive and cost effective 2. **No bid(s) will be accepted from a person in the service of the state** 3. The following shall not be considered; - (i) Tenders received after the closing date and time determined here-in (ii) Tenders of which the envelopes have not been duly marked for identification (iii) Telegraphic, faxed and telephonic tenders or those completed in pencils 4. The lowest bid/proposal will not necessarily be accepted and the Municipality reserves the right to accept where applicable a part or portion of any bid or where possible accepts bids or proposals from multiple bidders 5. Matjhabeng Local Municipality reserves the right to appoint or not appoint 6. Municipal Supply Chain Management Policy and Preferential Procurement policy Framework Act No 5 of 2000 and its regulations will be applied 7. In case where the bid validity period is not indicated in the bid document the validity period shall be 90 days from the closing date of the bid. The Municipality will only communicate the outcome of the bid with the successful bidder.

\_\_\_\_\_  
**Municipal Manager**  
**Adv. L Ngoqo**

## **PART 1.2: TENDER CONDITIONS AND INFORMATION**

### **1.2.1 General Conditions of Contract**

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC conflict with one another, the stipulations of the SCC will prevail.

### **1.2.2 Acceptance or Rejection of a Tender**

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

### **1.2.3 Validity Period**

Bids shall remain valid for ninety (90) days after the tender closure date.

### **1.2.4 Cost of Tender Documents**

Payment for tender documents, downloadable for free on E-tender portal or printed document available at the Municipal Main building at R600,00 per document.

### **1.2.5 Registration on Central Supplier Database**

The Municipality will not award tenders to prospective suppliers who are not registered on the Database.

### **1.2.6 Completion of Tender Documents**

(a) The original tender document must be completed fully in black ink and signed by the authorized signatory to validate the tender. Do not use pencils or correction fluid to make corrections. Make corrections, if necessary, only by placing a line across the words/numbers to be corrected and initial next to the amended text. All MBD forms in the tender must be completed truly and signed by the authorized signatory. Part 5: DECLARATION must be completed and signed by the authorized signatory. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing and re-arranged pages will result in the disqualification of the tender.

(d) No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity must be cleared with contact person for the tender before the tender closure.

(e) The tender document as provided by the Municipality's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted tender document by a bidder and the tender document provided by the Municipality.

### **1.2.7 Compulsory Documentation**

#### **1.2.7.1 Tax Compliance Status Letter and PIN**

(a) A copy of a Tax Compliance Status Letter and PIN, obtainable from South African Revenue Service (SARS) offices or printed from the SARS website must accompany the bid documents. The onus is on

the bidder to ensure that their tax matters with SARS are in order.

(b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Letter and PIN, obtainable from the SARS offices or printed from the SARS website, with the bid documents. The onus is on the bidders to ensure that their tax matters with SARS are in order.

(c) The bidder's valid Tax Compliance Status Letter and PIN must be included with the tender, failure to provide the PIN and attach Tax Compliance Status Letter will disqualify the bid.

(d) The Tax Compliance Status PIN will be verified by the Municipality on the SARS website.

### **1.2.8 Other Documentation**

#### **1.2.8.1 Construction Industry Development Board (CIDB) (If applicable)**

(a) When applicable, the bidder's CIDB registration certificate must be included with the tender, failure to provide the required CIDB Certificate will disqualify the bid.

(b) In case of a Consortium/Joint Venture a Consolidated CIDB certificate must be attached, failure to do so will disqualify the bid.

(c) The Municipality will verify the bidder's CIDB registration during the evaluation process.

#### **1.2.8.2 Municipal Rates, Taxes and Charges**

(a) A copy of the bidder's and those of its directors municipal account (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a copy does not accompany the bid document of the bidder, the bid will be disqualified.

(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months before the bid closure date will be unsuccessful.

(c) If a bidder rents their premises, lease agreement must be submitted and be specific that the rental includes their municipal rates and taxes or municipal charges.

(d) In the case of a Consortium/Joint Venture all bidders must submit municipal accounts or lease agreements, failure to do so will disqualify the bid.

### **1.2.9 Authorized Signatory**

(a) A copy of the recorded resolution taken by the board of directors, members, partners, or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the bid document on submission time.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

(c) If such a copy of the resolution does not accompany the bid document of the successful bidder, the bid will be disqualified

### **1.2.10 Site/Information Meetings**

(a) Site or information meetings, if specified, are compulsory unless if indicated as not compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to

attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

(b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

#### **1.2.11 Samples**

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated. Failure to do so as and when required will result in the disqualification of the tender.

#### **1.2.12 Quantities of Specific Items**

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such item to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

#### **1.2.13 Submission of Tender**

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in **the Tender Box at the entrance of Municipal Offices, Municipal Civic Centre, 319 Stateway, Welkom not later than 12:00 pm of the closing date. Municipal postal address is not used for this purpose. Only bids hand delivered to the tender box will be accepted.**

(b) Faxed, e-mailed and late tenders will not be accepted.

#### **1.2.14 Expenses Incurred in Preparation of Tender**

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

#### **1.2.15 Contact with Municipality after Tender Closure Date**

Bidders shall not contact the Matjhabeng Local Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Matjhabeng Local Municipality, it should do so in writing to the Matjhabeng Local Municipality. Any effort by the firm to influence the Matjhabeng Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

#### **1.2.16 Opening, Recording and Publications of Tenders Received**

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

(b) Details of tenders received in time will be recorded in a register which is open to public inspection.

(c) Faxed, e-mailed and late tenders will not be accepted.

## **1.2.17 Evaluation of Tenders (TWO STAGE BIDDING)**

### **PART A: STAGE 1 (PROPOSAL)**

#### **1. Proposal**

##### **1.1. Introduction and Background**

The Matjhabeng Local Municipality hereby invites interested bidders and or investors from various leading sectors to participate in development opportunities arising from Council initiated programmes, this is part of the Investment Guide programme of the Municipality. The recent discovery of large reserves of natural gas in the Matjhabeng region has triggered national and international interest in the development space for a variety of economic sectors. As part of the broader and long-term vision of the Municipality the Council of Matjhabeng has in its sitting on the 25<sup>th</sup> of July 2023 approved under Council Resolution Number: A94/2023 a call for expression of interest (Eoi) and request for proposals (RFP) for a variety of investment opportunities within the Matjhabeng Area.

##### **1.2. Objective**

The Council of Matjhabeng intends to partner with interested investors to drive development within the Municipality. This process requires Council to leverage its assets in order to stimulate and achieve its Developmental Objectives as mandated by its Development Policies. In this process, investment opportunities on conditional land availability agreements are made available to Interested bidders and or investors. Upon fulfilment of the special conditions of this expression of interest contained in Part two of the bidding process such portions of land will be disposed to the preferred bidders or investors through Section 14 of the Municipal Finance Management Act 56 of 2003 read together with the Municipal Asset Transfer Regulations: Gazette No. 31346.

##### **1.3. Bidder Expectations**

Interested Bidders are invited to submit proposals on the best utilization of the portions of land as indicated in the property description section. bidders are hereby given an opportunity to propose any innovative development idea of any scale provided it will yield a positive impact to the local community and the Municipality in general. Should bidders propose any alteration for the current zoning and or land use rights they are welcome to propose such alteration provided that the sustainability, compatibility, need and desirability of the proposed development is demonstrated within the proposal.

The proposal must take into consideration the socio-economic challenges facing the Municipality, the current LED Strategy and the Integrated Development Plan as well as the future growth of the Municipality. This investment opportunity requires full funding from interested bidders for the entire development (i.e the Municipality is not going to fund any works arising from the proposed development). In the context of private funding, the bidder must clearly indicate how the Council is going to benefit from this development proposal within a short, medium and long term period.

##### **1.4. Proposal Submission**

The submission must be done in a portable document format (pdf) not exceeding 40 pages and not less than 20 pages. The use of graphs, tables charts, architectural concept designs and other models is encouraged. Bidders may visit the Council website: <https://www.matjhabengmunicipality.co.za/> to access development policy documents for their proposals or alternatively contact the technical official on the contact information provided on the advert.



## 1.5. Oral Presentation

The Evaluation Committee may during the evaluation process request the bidder to come and give a presentation of the proposal to clarify certain questions and satisfy the committee members. In this case, it will be necessary for the bidders to bring their technical and professional personnel to answer some technical questions and provide detailed clarity.

## 2. Development Property/Study Area

### 2.1. Site Description

The site for the development is portion 2, 3, 4, 5 and Remainder Portion of Welkom 17. (See annexure A for location)

#### Site Location

Geo-Coordinates	City	Province
-27,968083, 26,756431	Welkom	Free State

#### 2.1.1. Zoning and Land Use

Property Description	Size	Zoning	Land Use
Portion 2 of the Township Welkom Ext 17	3.2Ha	Municipal Purposes	Vacant Land
Portion 3 of the Township Welkom Ext 17	10.7Ha	Municipal Purposes	Vacant Land
Portion 4 of the Township Welkom Ext 17	5.8Ha	Municipal Purposes	Vacant Land
Portion 5 of the Township Welkom Ext 17	8.3Ha	Municipal Purposes	Vacant Land
Remainder portion of the Township Welkom Ext 17	15Ha	Municipal Purposes	Vacant Land

#### 2.1.2. Ownership

Property Description	Owner
Portion 2 of the Township Welkom Ext 17	Matjhabeng Local Municipality
Portion 3 of the Township Welkom Ext 17	Matjhabeng Local Municipality
Portion 4 of the Township Welkom Ext 17	Matjhabeng Local Municipality
Portion 5 of the Township Welkom Ext 17	Matjhabeng Local Municipality
Remainder portion of the Township Welkom Ext 17	Matjhabeng Local Municipality

## 2.2. Disposable Properties (See annexure A)

Description of Disposal Property	Disposable area in Size
Portion 2 of the Township Welkom Ext 17	3.2Ha
Portion 3 of the Township Welkom Ext 17	10.7Ha
Portion 4 of the Township Welkom Ext 17	5.8Ha
Portion 5 of the Township Welkom Ext 17	8.3Ha
Remainder portion of the Township Welkom Ext 17	15Ha

## 2. Evaluation Criteria

Quality Criteria	Level	Points
Understanding and interpretation of the EoI	Poor =0 Average = 5 Exceptional = 10	0 - 10
Proposed Development Innovation	Poor =0 Average = 5 Exceptional = 10	0 - 30
Proposed Impact	Poor =0 Average = 5 Exceptional = 10	0 - 30
Proposed Benefits over short, medium and long term	Poor =0 Average = 5 Exceptional = 10	0 - 30
<b>Total</b>		<b>100</b>

### PART B: STAGE TWO

- Mandatory and Administrative Compliance
- Functionality
- Price and Preference Evaluation

#### Administrative Compliance

Over and above the test for responsiveness as described under Part 1.2 of the tender conditions and information, failure of the bidder to submit the following will result in immediate disqualification:

1. Record of Addenda to Tender Documents
2. Certificate of authority for signatory in the Company Letterhead.
3. Joint Venture (JV) Agreement/Disclosure (if applicable).
4. Copy(s) of Company/CC/Trust/Partnership Registration Certificate(s) as well as certified identity document(s) not older than three(3) months of all directors as per company's registration document/s. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.
5. Municipal Account/Statement of the Company and of all directors for the month preceding the tender closure date and/or Lease Agreement. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.
6. Valid Tax Compliance Status Letter and PIN. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.
7. Proof of CSD registration. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.
8. If required by law, three (3) sets of Audited Annual Financial Statements for the past three financial years.
9. All MBD forms, Declaration and Contract Form in the tender document duly completed and signed.
10. COMPULSARY DOCUMENTATION/CHECKLIST AT THE END OF THE BID DOCUMENT MUST BE COMPLETED IN FULL AND ADHERED TO.

## Functionality

The Service Providers will be evaluated against the criteria as set out below:

Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference. Bidders must, as part of their bid documents, submit supportive documentation for all requirements as indicated hereunder.

The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

Bidders must ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and reserves the right to verify all documents submitted by the bidders. The panel members will individually evaluate the responses received against the following criteria as set out below.

**Bidders who score less than 70 out of 100 points will not be evaluated further.**

Aspect	Weight	Quality content rating criteria	Points
<b>Previous experience</b>			
<ul style="list-style-type: none"> <li>Relevant experience in similar projects (Bidder to provide practical experience in the execution of similar projects with references)</li> <li>Provide and attach completed projects (Bidder to provide reference letters from clients/lessee's/buyers).</li> </ul>	50	<ul style="list-style-type: none"> <li>The service provider successfully completed <b>(6+)</b> similar projects</li> <li>The service provider successfully completed <b>(3-5)</b> similar projects</li> <li>The service provider successfully completed <b>(1-2)</b> similar projects</li> <li>Insufficient or inadequate information to determine the scoring level</li> </ul>	<ul style="list-style-type: none"> <li>50</li> <li>35</li> <li>20</li> <li>00</li> </ul>
<b>Development Capacity</b>			
<ul style="list-style-type: none"> <li>Financial capacity (The bidder to provide financial commitment by way of bank letter guarantees from financial institution e.g. financial guarantees that gives confidence to the Municipality for the execution of the project)</li> </ul>	50	<ul style="list-style-type: none"> <li>Bidder submitted letters from a financial institution confirming availability of funds and a company's organizational structure presenting professional and technical capacity confirming availability of human resource capacity and financial capacity.</li> <li>Insufficient or inadequate information to determine the scoring level</li> </ul>	<ul style="list-style-type: none"> <li>50</li> <li>00</li> </ul>
<b>TOTAL</b>	<b>100</b>		

## Price and Preference Evaluation

Financial Offer and Preference Evaluation (80/20) or (90/10).

All responsive bids that qualify by meeting the minimum thresholds for functionality will then be evaluated on the basis of price and preference in accordance with the Preferential Procurement Regulations 2022. The points scored for functionality are not carried over or considered in the calculation of the Financial and Preference evaluation.

The successful proposals will be used for pricing. This will be limited to bidders who have passed tender evaluation stage one (1). The Municipality will request quotes from service providers who pass tender evaluation stage one.

**80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 million.**

The following formula must be used to calculate the points for price in respect of an invitation for tender for income-generating contracts, with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

$$P_s = 80 \left( 1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

Where:

Ps = Points scored for price of tender under consideration.

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

- a) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.
- b) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- c) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

**90/10 preference point system for acquisition of goods or services with Rand value above R50 million**

The following formula must be used to calculate the points out 90 for price in respect of an invitation for tender with a Rand value above R50 million, inclusive of all applicable taxes:

$$P_s = 90 \left( 1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

Where:

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

- a) A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender.
- b) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- c) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

Up to 20 tender evaluation points will be awarded to tenderers on specific goals as follows:

**10 points or 5 points – BBEE status level**

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (80/20)	NUMBER OF POINTS (90/10)
1	10	05
2	08	04
3	06	03
4	04	02
5	02	01
6	02	01
7	02	01
8	02	01
Non-compliant contributor	00	00

(1) A Bidder must submit proof of its B-BBEE status level of contributor.

(2) A Bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but :

(a) may only score points out of 80 for price and 10 points for locality; and

(b) scores 0 points out of 10 points for B-BBEE.

**10 points or 5 points – Locality**

LOCAL AREA	NUMBER OF POINTS (80/20)	NUMBER OF POINTS (90/10)
Within the boundaries of the Municipality	10	05
Outside of the boundaries of the Municipality, but within the Lejweleputswa District Municipality.	06	03
Within the boundaries of Free State Province	04	02
Outside of the boundaries of Free State Province	00	00
No information or inadequate information submitted to determine scoring level	00	00

(3) 10 points of the 20 points will be allocated to promote the goal for local area of the bidder. Company registration document/Municipal Account/Lease Agreement must be attached to claim points for this specific goal.

(4) The points scored by a Bidder on specific goals must be added to the points scored for price.

(5) The points scored will be rounded off to the nearest two decimal places.

(6) The contract will be awarded to the tenderer scoring the highest points.

### **1.2.18 Procurement Policy**

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

### **1.2.19 Contract**

(a) The successful bidder will be expected to sign the agreement in Part 6 of this bid document. The signing of both Parts of Part 6 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

### **1.2.20 Subcontracting**

(a) The Contractor shall not subcontract the whole of the Contract.

(b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

(c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.

(d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

(e) The Contractor shall not be required to obtain such consent for –

(i) The provision of labour, or

(ii) The purchase of materials which are in accordance with the Contract, or

(iii) The purchase or hire of Construction Equipment

### **1.2.21 Language of Contract**

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

### **1.2.22 Extension of Contract**

The contract with the successful bidder may be extended should additional funds become available.

### **1.2.23 Stamp and Other Duties**

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions

### **1.2.24 Wrong Information Furnished**

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

### **1.2.25 Past Practices**

(a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

(b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councilor with this or any past tender.

(c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised, or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

### **1.2.26 Validity of B-BBEE certificates:**

#### **1. If the certificate was issued by a verification agency the following must be on the face of the certificate:**

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

#### **2. If certificate was issued by an Auditor/ Accounting Officers:**

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the B-BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

#### **3. If the certificate was issued by registered auditors approved by IRBA**

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and

location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

#### **4. A sworn affidavit prescribed by the B-BBEE Codes of Good Practice.**

### **FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED**

#### **1.2.27 Letter of Good Standing from the Commissioner of Compensation (If applicable)**

(a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents unless the bidder is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record.

(b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents unless the member is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record for all members of the Consortium/Joint Venture.

(c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Central Supplier Database, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

(d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.

(e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid certificate must be submitted within an agreed upon time.

(f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

#### **1.2.28 Negotiations**

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

#### **1.2.29 Joint Ventures**

The Joint venture agreement must be submitted as part of the bid documents;

(a) No amendments to Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Joint venture continue without approval the Joint venture contract can be cancelled as if poor performance had taken place;



(b) Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Joint venture.

(c) All members of the Joint venture must submit, with the bid documents:

- tax compliance status and SARS tax PIN, individually;
- an agreement that clearly provides clarity of Profit and liability sharing; and
- a resolution taken by the board of directors of the Joint venture and other information that agrees with the Joint venture agreement as detailed in on pages 53-55.

(d) For the evaluation of functionality regarding a Joint venture refer to the functionality section.

### **1.2.30 Enquiries**

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Mr. L. Sebatane/ Ms. S. Malgas both at telephone 057 391 3911 or e-mail at [lesibos@matjhabeng.co.za](mailto:lesibos@matjhabeng.co.za) or [sylvia.malgas@matjhabeng.co.za](mailto:sylvia.malgas@matjhabeng.co.za)

### 1.3: GENERAL CONDITIONS OF CONTRACT

#### 1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

**2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract 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 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

**4. Standards**

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

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

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

**6. Patent Rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

**7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

**9. Packing**

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

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental Services**

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

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

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

**14. Spare parts**

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

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

**15. Warranty**

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

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

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

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

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

**17. Prices**

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

**18. Variation orders**

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the

original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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

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

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

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

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

- 24. Antidumping and countervailing duties and rights**  
24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier regarding goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure**  
25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligation 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 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28. Limitation of Liability**  
28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**  
29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**  
30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices**  
31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.  
31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**  
32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.  
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.

# PART 2



**PART 2.1: SPECIFICATIONS**

**BID/01/2023-24: REQUEST FOR PROPOSALS: TURNKEY PROJECT: EXPRESSION OF INTEREST FOR THE DEVELOPMENT OF PORTION 2, 3, 4, 5 AND REMAINDER PORTION OF ERF 8836 OF WELKOM EXT 17 SUBMISSION OF BID DOCUMENT DEADLINE**

Please see pages 8-10.

## **PART 2.2: SPECIAL CONDITIONS OF CONTRACT**

The maximum acceptable offer must be presented on the form provided (VAT inclusive);

- The properties will be availed through a Land Availability Agreement, wherein the land will be transferred and registered once all conditions of contract have been fulfilled to the successful bidder.
- The bidder will be expected to assume developmental responsibility immediately after finalisation of appointment clearly following all stipulated procedures.
- Should the Bidder wish to further subdivide, consolidate and or rezone some or all of the properties; they need to indicate in their development proposal.
- The bidder must upon appointment submit a letter from the financial institution or a bank confirming availability of funds.
- The successful bidder shall be given 24 months to start with all professional services including necessary studies if needed and the town planning work and submission of site development and build plans,
- The bidder shall be responsible for the payment of all professional services arising from project preparation.
- The successful bidder shall be responsible for all internal and bulk infrastructure service development and upgrades to support the proposed development, the service upgrade technical designs shall be submitted and approved by the Municipality before implementation.
- The successful bidder must complete the entire project within a period of 72 months from the date of building plans approval by Council i.e. immediately after the lapsing of the 24 months of appointment or the completion of necessary town planning works or earlier whichever comes first.
- The successful bidder shall be exonerated from paying property tax and rates during the development phase i.e. the first 24 months and the subsequent development period.
- All property rates and taxes shall be payable immediately after the completion of each development phase or upon occupation by clients. This phase is to be concluded simultaneously with the transfer and registration of the properties, once all the conditions of the contract have been fulfilled to the successful bidder.
- The successful bidder will be expected to make available subcontracting opportunities worth 30% in value and works to local small medium and micro enterprises (SMMEs) during the construction period.
- Submission of company policies on Environment and Sustainable development, Affirmative Action, Health and Safety (SHE) etc. is required before any development commences.

# PART 3

**PART 3.1: BID FOR REQUIREMENTS OF MATJHABENG LOCAL MUNICIPALITY**

**MBD 1**

**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO A TENDER FOR TURNKEY PROJECT: EXPRESSION OF INTEREST FOR THE DEVELOPMENT OF PORTION 2, 3, 4, 5 AND REMAINDER PORTION OF ERF 8836 OF WELKOM EXT 17**

**BID NUMBER: BID/01/2023-24**

**CLOSING DATE: 02 OCTOBER 2023 (12:00)**

**DESCRIPTION: TURNKEY PROJECT: EXPRESSION OF INTEREST FOR THE DEVELOPMENT OF PORTION 2, 3, 4, 5 AND REMAINDER PORTION OF ERF 8836 OF WELKOM EXT 17**

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

**BID DOCUMENTS SHOULD BE DEPOSITED IN THE TENDER BOX SITUATED AT THE MUNICIPAL OFFICES:**

**Entrance of Municipal Offices, Municipal Civic Centre, 319 Stateway, Welkom not later than 12:00 pm of the closing date.**

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

The bid box is generally open 5 days a week (Monday to Friday), from 07:30 to 16:00.

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

**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**

**THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:**

1. Relevant specifications
2. Value for Money
3. Capability to execute the contract

**NB: NO BID WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)**

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

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

.....

CONTACT PERSON .....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER .....

FASCIMILE NUMBER CODE.....NUMBER.....

VAT REGISTRATION NUMBER .....

HAS TAX COMPLIANCE STATUES BEEN ATTACHED (MBD2)?

**YES/NO**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/  
SERVICES OFFERED BY YOU? (IF YES ENCLOSE PROOF)

**YES/NO**

SIGNATURE OF BIDDER.....

DATE .....

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

AMOUNT (R) (VAT INCL.) .....

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

MUNICIPALITY : Matjhabeng Local Municipality  
 DEPARTMENT : Supply Chain Management  
 CONTACT PERSON : Accountant: Bid Management – Mr. L Sebatane  
 TEL NUMBER : 057 391 3911  
 E-MAIL ADDRESS : lesibos@matjhabeng.co.za

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

CONTACT PERSON : Mr. TB Mnisi  
 TEL NUMBER : 067 376 3530  
 E-MAIL ADDRESS : Themba.Mnisi@matjhabeng.co.za

# PART 4

## PART 4.1: TAX CLEARANCE CERTIFICATE REQUIREMENTS

MBD2

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.**

- 2.1 In order to meet this requirement bidders are required to complete in full form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally.
- 2.2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 2.3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 2.4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 2.5 Copies of the TCC001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za)
- 2.6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za)

**PART 4.2: DECLARATION OF INTEREST**

**MBD4**

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

3.1	Full Name of bidder or his or her representative	
3.2	Identity Number	
3.3	Position occupied in the Company (director, shareholder etc.)	
3.4	Company Registration Number	
3.5	Tax Reference Number	

MSCM Regulations: "in the services of the state \*means to be:-

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

3.6	VAT Registration Number	
3.7	Are you presently in the service of the state?	YES NO
3.7.1	If so, furnish particulars:	



3.8	Have you been in the service of the state for the past twelve months?	YES	NO
3.8.1	If so, furnish particulars		

3.9	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.9.1	If so, furnish particulars		

3.10	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.10.1	If so, furnish particulars		

3.11	Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.11.1	If so, furnish particulars		

3.12	Is any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.12.1	If so, furnish particulars		

**4. DECLARATION**

I, the undersigned (name) ....., certify that the information furnished in paragraph 3 above is correct.  
 I accept that the state may act against should this declaration prove to be false.

<b>SIGNATURE</b>		<b>DATE</b>	
------------------	--	-------------	--

<b>NAME OF SIGNATORY</b>	
<b>POSITION</b>	
<b>NAME OF COMPANY</b>	

**PART 4.3: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION**

**MBD 5**

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing? **YES/NO**

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

.....

2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? **YES/NO**

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

.....

2.2 If yes, provide particulars:

.....

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

**YES/NO**

3.1 If yes, furnish particulars.

.....

4. Will any portion of goods or services to be sourced from outside the Republic and, if so, what portion and whether any portion of payment from the municipality entity is expected to be transferred out of the Republic? **YES/NO**

4.1 If yes, furnish particulars.

.....

**DECLARATION**

I, the undersigned (name) ....., certify that the information furnished under 4.3 above is correct.

I accept that the state may act against should this declaration prove to be false.

<b>SIGNATURE:</b>		<b>DATE:</b>	
-------------------	--	--------------	--

<b>NAME OF SIGNATORY</b>	
<b>POSITION</b>	
<b>NAME OF COMPANY</b>	

**PART 4.4: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

**MBD 6.1**

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

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

**1. GENERAL CONDITIONS**

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

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

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 **The maximum points for this tender are allocated as follows:**

	<b>POINTS</b>
<b>PRICE</b>	<b>80/90</b>
<b>SPECIFIC GOALS</b>	<b>20/10</b>
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b> .....
<b>DATE:</b> .....
<b>ADDRESS:</b> .....
.....

**PART 4.5: MUNICIPAL RATES AND TAXES**

Names of Company/Directors/ Partners/Senior Managers	Physical residential address of the Company/ Directors/Partners/Senior Managers	Residential Municipal Account number(s)	Name of Municipality

**NB: Please attach Municipal Account**

**DECLARATION**

**I, THE UNDERSIGNED (NAME) .....**

**CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**PART 4.6: AUTHORISED SIGNATORY**

Signatories for Companies, Close Corporations, Partnerships, Joint Ventures or Sole Proprietors **MUST** establish their authority by attaching a copy of the relevant resolution of their Board of Directors, Members, or Partners duly signed and dated.

An **example** for a company is shown below:

“By resolution of the board of directors passed on \_\_\_\_\_ 20\_\_\_\_\_

Mr/Ms. \_\_\_\_\_

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

Contract \_\_\_\_\_ No \_\_\_\_\_

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

Signed on behalf of the company: \_\_\_\_\_

In his/her capacity as: \_\_\_\_\_

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

Signature of signatory

As witness: 1. \_\_\_\_\_

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



## PART 4.7: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD8

1. This Municipal Bidding Document forms 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 bidders 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 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 (No 12 of 2004)
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector  <b>(Companies or persons by the National Treasury after the audi alteram partem rule was applied).</b>		
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)  <b>(To access this Register enter the National Treasury's website, number (012) 326 5445).</b>		
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?		
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?		
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		
4.5.1	If so, furnish particulars:	Yes	No

**CERTIFICATION**

I, the undersigned (full name) .....certify that the information furnished on this declaration from true and correct.

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**PART 4.8: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

**MBD9**

I, the undersigned, in submitting the accompanying bid:

---

---

**(Bid Number and Description)**

in response to the invitation for the bid made by:

---

**(Name of Municipality)**

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

---

that: **(Name of Bidder)**

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

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

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

# PART 5

**DECLARATION**

1. I hereby declare that I have read, understood, agree and comply with all of the Parts below, if included, that it shall be deemed to form and be construed as part of this agreement:

(i) Bidding documents, viz

- Invitation to bid;
- Tax Compliance Status (TCS);
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2011;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination
- Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)

2. I confirm that I am duly authorised to sign this document.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2. ....

DATE: .....

# PART 6

## **CONTRACT FORM – RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) .....in accordance with the requirements and task directives/proposal specifications stipulated in Bid Number..... 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 date of the 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 Compliance Status,
    - Proof of banking
    - Municipal rates and taxes
    - Registration documents
    - Pricing schedule(s)
    - Filled in task directive/ proposal
    - Preference claims in terms of the Preferential Procurement Regulations 2022
    - Declaration of interest
    - 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 services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
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 authorized to sign this contract

**NAME (PRINT)** .....

**CAPACITY** .....

**SIGNATURE** .....

**NAME OF FIRM**.....

**DATE** .....

**WITNESSES**

1.  
.....

2.  
.....

**DATE:**  
.....

**CONTRACT FORM – RENDERING OF SERVICES**

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

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

Description of service	Price (VAT Incl.) R	Completion date	Preference Points claimed for B-BBEE status

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

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

**NAME (PRINT)**.....

<p><b>WITNESS</b></p> <p>1. ....</p> <p>2.....</p> <p><b>DATE:</b> .....</p>
--

**SIGNATURE & MUNSTAMP**.....

**JOINT VENTURE AGREEMENT**

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A JOINT VENTURE

**RESOLUTION** of a meeting of the Board of Directors / Members / Partners of

\_\_\_\_\_  
\_\_\_\_\_  
NAME OF TENDERER (Must agree with bidder details)

Held at \_\_\_\_\_ on \_\_\_\_\_ (Place) (Date)

**RESOLVED THAT:**

1. The enterprise submits a Tender to Matjhabeng Local Municipality in respect of the following:

**BID/01/2023-24: TURNKEY PROJECT: EXPRESSION OF INTEREST FOR THE DEVELOPMENT OF PORTION 2, 3, 4, 5 AND REMAINDER PORTION OF ERF 8836 OF WELKOM EXT 17**

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the **Joint Venture**).

\_\_\_\_\_ and  
\_\_\_\_\_ and  
\_\_\_\_\_ and  
\_\_\_\_\_ and  
\_\_\_\_\_ and  
\_\_\_\_\_ and  
\_\_\_\_\_ and  
\_\_\_\_\_ and  
\_\_\_\_\_ and  
\_\_\_\_\_ and

2. Mr./Mrs./Ms. \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_

(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the Tender and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a joint venture accept jointly and several liability, with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered with the Matjhabeng Local Municipality in respect of the project described above under item 1.

4. The **Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from the joint venture agreement and contract with the Matjhabeng Local Municipality in respect of the project under item 1:

(Physical Address) \_\_\_\_\_

Note: The resolution **must be signed by all directors or members / partners** of the bidding enterprise. Should the space provided below not be enough for all the directors to sign, please provide a separate sheet in the same format below:

NB: **COMPULSORY TO BE COMPLETED** IN CASE OF JOINT VENTURE

	NAME	ID NUMBER	DIRECTORS/OWNERS PERSONAL TAX NUMBER	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				

Name of Joint Venture	
<b>Names of Each Enterprise:</b>	
(1) Name and Address of Enterprise:	
2) Name and Address of Enterprise:	
3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise:	YES <input type="checkbox"/>  NO <input type="checkbox"/>
CIDB Registration Number(s), if applicable:	

**Submit your Joint Venture Agreement together with this tender document. If no Joint Venture Agreement is submitted, the tender will be seen as non-responsive.**

**SIGNED ON BEHALF OF JOINT VENTURE \_\_\_\_\_**

## COMPULSARY DOCUMENTATION/CHECKLIST TO BID DOCUMENT

Please ensure that the following forms have been duly completed and signed and that all documents as requested, are attached to the tender document: **Failure to submit this documentation will result in the tender being non-responsive.** To be completed and signed by the bidder.

(ALL DOCUMENTS/SUPPORT SHOULD BE EASILY IDENTIFIABLE IN THE FILE BY USING CLEAR FILE SPLITTERS, FAILURE TO DO SO <u>WILL</u> RESULT IN BID BEING DISQUALIFIED)			
<u>No</u>	<u>Description</u>	<u>Yes/No OR N/A</u>	<u>File Splitter Name/Number (i.e. reference in the file)</u>
	<b>STAGE 1</b>		
1.	A Proposal in the Company's Letterhead quoting per specifications.		
	<b>STAGE 2</b>		
1.	Record of Addenda to Tender Documents <b>(If applicable)</b> .		
2.	Certificate of authority for signatory in the Company Letterhead.		
3.	Joint Venture (JV) Agreement/Disclosure <b>(if applicable)</b> .		
4.	Copy(s) of Company/CC/Trust/Partnership Registration Certificate(s) as well as certified identity document(s) not older than three(3) months of all directors as per company's registration document/s. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.		
5.	Municipal Account/Statement of the Company and of all directors for the month preceding the tender closure date and/or Lease Agreement. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.		
6.	Valid Tax Compliance Status Letter and PIN. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.		
7.	Proof of CSD registration. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.		
8.	If required by law, three (3) sets of Audited Annual Financial Statements for the past three financial years.		
	MBD 1 – Is the form duly completed and signed?		Page 30
	MBD 4 – Is the form duly completed?		Page 34
	MBD 5 – Declaration for procurement above R10 million		Page 36
	MBD 6.1 – Is the form duly completed and signed?		Page 37
	MBD 8 – Is the form duly completed and signed?		Page 43
	MBD 9 – Is the form duly completed and signed?		Page 45
	Declaration - Is the form duly completed and signed?		Page 48
	Contract form - Is the form duly completed and signed?		Page 50
	COMPULSARY DOCUMENTATION/CHECKLIST TO BID DOCUMENT COMPLETED IN FULL AND ADHERED TO.		MUST COMPLY







