



Namakwa

District Municipality

TENDER 09/2021

NAMAKWA DISTRICT MUNICIPALITY

APPOINTMENT OF A FINANCIAL SERVICES PANEL FOR THE NAMAKWA
DISTRICT MUNICIPALITY FOR THE PERIOD ENDING 30 JUNE 2024

NAME OF SERVICE PROVIDER

ADDRESS:.....

TEL:

FAX:

Mr. CJ Fortuin
Municipal Manager
Private Bag X20
Van Riebeeck Street
SPRINGBOK, 8240

TEL: 027 712 8000
FAX: 027 712 8040

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Private Bag X20
SPRINGBOK
8240

www.namakwa-dm.gov.za
info@namakwa-dm.gov.za
☎ 027 712 8000
027 712 8040

Verwysing/Reference 8.1.3.

Navrae/Enquiries Mr H Niehaus

Tender 09/2021

Tenders are hereby invited to apply to serve on the **A FINANCIAL SERVICES PANEL FOR THE NAMAKWA DISTRICT MUNICIPALITY.**

Tender documents are available during business hours as of **Thursday, 10 June 2021** from the Supply Chain office (Mr. C Osborne) Namakwa District Municipality, Van Riebeeck Street, Springbok or it can be downloaded from the Municipal website www.namakwa-dm.gov.za or it can be downloaded from e-tender portal.

The sealed tenders clearly marked: **TENDER 09 /2021 : APPOINTMENT OF A FINANCIAL SERVICES PANEL FOR THE NAMAKWA DISTRICT MUNICIPALITY FOR THE PERIOD ENDING 30 JUNE 2024** be placed in the tender box at the Namakwa District Municipal office, Van Riebeeck Street, Springbok on or before **13 July 2021 at 12:00. No formal opening session will be held after the closing time.**

A non-compulsory virtual briefing session will be held on Thursday, 17 June 2021 at 10:00. The virtual link can be requested via email at hendrin@namakwa-dm.gov.za

THE FOLLOWING CONDITIONS WILL APPLY:

- Price(s) must be valid for at least ninety (90) days from the tender closing date.
 - Price(s) must be firm and must be inclusive of VAT.
 - This tender will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2017. **The original MBD1 , MBD3.3, MBD 4, MBD 6.1, MBD7.2, MBD 8 & MBD 9 forms must be completed and submitted together with your tender if it is in excess of R 10 000.**
 - **An original or originally certified B-BBEE certificate, or originally certified Sworn Affidavit must be submitted with your tender offer. If it's not original or originally certified it will not be taken into account for preference points.**
 - A valid tax compliance pin number on an official document of SARS and a tax clearance certificate in order for the municipality to verify tax compliance, must submitted with the tender document.
 - **Potential service providers must be registered on the Central Supplier Database.**
-

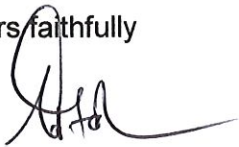
- Potential service providers who were found guilty of fraud or corruption or who willfully neglected reneged on or failed to comply with any government, municipal or other public sector contract during the past five years, will be excluded from this process.
- **Potential service providers (or any of the directors) whose municipal rates and taxes or municipal services charges are in arrears for three months, at the municipality or any other municipality or entity, might be excluded from this process. Please submit a municipal account (not older than 3 (three) months as proof of payment with your tender. If the bidder is not responsible for municipal rates, a Sworn Affidavit or a Lease Agreement must be submitted which indicate the reasons why a municipal account cannot be submitted.**
- The lowest or only tender will not necessarily be accepted.
- No late, faxed or e-mailed tenders will be accepted.
- Potential service providers will be subject to security screening.

NB: No Bid will be considered from persons in the service of the state.

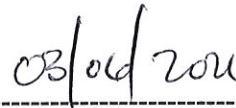
Failure to comply with these conditions may invalidate your offer.

The Municipality reserves the right to cancel or withdraw the request for tender at anytime without prior notice.

Yours faithfully



CJ FORTUIN
MUNICIPAL MANAGER



DATE

T1.1 TENDER DATA

This table provides generic tender data which shall be used in all procurement conducted in accordance with the provisions of this standard.

Table E.1

Sub Clause	Description
	<p>The tender data are standard conditions of tender as contained in Annex F of SANS 294:2004</p> <p>The standard conditions of tender for procurements make several references to the tender data. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard condition of tender.</p> <p>Each item of data given below is cross-referenced to the sub clause in the standard conditions of tender to which it mainly applies.</p>
F.1.1	The employer is Namakwa District Municipality
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>TENDER PROCEDURES Part T1: Tender Procédures T1.1 Tender Notice and Invitation to Quotation T1.2 Tender Data Part T2: Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules CONTRACT Part C1: Agreement and Contract Data C1.2 Contract Data MBD 7.2 Formal Contract (If and when the municipality makes use of the services offered by the service providers) Part C2: Pricing data C2.1 Pricing Instructions C2.2 Activity Schedule Part C3: Scope of Works C3.1 Description of works</p>
F 1.4	<p>THE EMPLOYER'S AGENT IS: Name:.....NAMAKWA DISTRICT MUNICIPALITY</p> <p>Address:...VAN RIEBEECK STREET, PRIVATE BAG X 20, SPRINGBOK,8240</p> <p>Tel: (027) 712 8000 Fax: (027) 712 8040.....</p> <p>E-mail:chaldono@namakwa-dm.gov.za</p>
	<p>The employer's address for delivery of tenders is: Location of tender box: NAMAKWA DISTRICT MUNICIPALITY..... Physical address: .....VAN RIEBEECK STREET..... SPRINGBOK.....</p> <p>Identification details: TENDER09/2021: APPOINTMENT OF A FINANCIAL SERVICES PANEL FOR THE NAMAKWA DISTRICT MUNICIPALITY FOR THE PERIOD ENDING 30 JUNE 2024</p>
F2.1	<p>Only those service providers who satisfy the following eligibility criteria are eligible to submit quotations:</p> <ul style="list-style-type: none"> • Directors of the service provider must not be in service of the state. • Service provider must not have been found guilty of fraud or corruption during the past 5 years.

	<ul style="list-style-type: none">• Service provider must not have willfully neglected, reneged on or failed to comply with any government contract during the past 5 years.• Must be registered on the CSD database.• The service provider's tax matters must be in order with SARS.• The service provider's municipal bill must be paid up or payment arrangement must be in place with the local municipality															
F.2.15	The closing time for submission of tenders are: 13 July at 12H00															
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed quotations will not be accepted. Electronic signatures will not be accepted on any returnable document, any document signed electronically will be regarded by the employer as non-responsive															
F.2.16	The quotation validity period is 90 days .															
F.2.23	<p>The following certificates are to be provided:</p> <ul style="list-style-type: none">• SARS tax compliance pin number [In the event that a bidder submit a hard copy of the tax clearance certificate , the CSD verification as well as SARS e-filing verification outcome will take precedence. At award the , the successful bidder must be tax compliant on CSD and/ or SARS e-filing]• B-BBEE Status Level Verification Certificate Or Sworn Affidavit (To Be Eligible For Preference Points)• Municipal Bill (not older than three months)• CSD Registration Form															
	All bids will be evaluated to determine compliance with requirements and conditions of the bid documents and terms of reference. Bidders not complying with the requirements/conditions of the bid documents and terms of reference will be eliminated from the evaluation process and therefore will not be short listed.															
	<p>Evaluation Criteria Bids will be evaluated in terms of the Preferential Procurement Regulations of 2017 Firstly the assessment of administrative requirements will be tested (Completeness of document e.g. MBD documents completed and signed, tax clearance submitted, municipal bill submitted etc.)</p> <p>Secondly, the assessment of functionality will be done in terms of the evaluation criteria and the minimum threshold. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.</p> <p>The preference point system (80/20 or 90/10) will not apply to this bid as the purpose of the bid document is to find suitable service providers to create a Financial Services Panel for the municipality.</p>															
	The minimum of functionality points is 70 out of 100. Only bidders who score the minimum score will be eligible for further evaluation.															
	<p>The functionality criteria and maximum score in respect of each criteria are as follows:</p> <table><tr><th>Criteria</th><th>Supporting evidence</th><th>Points</th></tr><tr><td>Position , Qualification and Experience</td><td>Qualifications and CV of staff</td><td>40</td></tr><tr><td>Company experience of similar tasks</td><td>Written proof not older than 3 years: 4 Municipalities (10) 8 Municipalities (20) More than 8 Municipalities (30)</td><td>30</td></tr><tr><td>Compilation of Financial Statements</td><td>Unqualified Audit outcome (2) per municipality Clean Audit Outcomes(5) per municipality</td><td>30</td></tr><tr><td>Total</td><td></td><td>100 points</td></tr></table>	Criteria	Supporting evidence	Points	Position , Qualification and Experience	Qualifications and CV of staff	40	Company experience of similar tasks	Written proof not older than 3 years: 4 Municipalities (10) 8 Municipalities (20) More than 8 Municipalities (30)	30	Compilation of Financial Statements	Unqualified Audit outcome (2) per municipality Clean Audit Outcomes(5) per municipality	30	Total		100 points
Criteria	Supporting evidence	Points														
Position , Qualification and Experience	Qualifications and CV of staff	40														
Company experience of similar tasks	Written proof not older than 3 years: 4 Municipalities (10) 8 Municipalities (20) More than 8 Municipalities (30)	30														
Compilation of Financial Statements	Unqualified Audit outcome (2) per municipality Clean Audit Outcomes(5) per municipality	30														
Total		100 points														

T2: RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the quotation. Whilst many of the returnables are required for the purpose of evaluating the quote, some will form part of the subsequent contract, as they form the basis of the offer. For this reason, it is very important that service providers return all information requested. **All documents must be completed and signed by the duly authorised representative of the prospective bidder.** A bidder's response will be evaluated based on compliance with the listed administration and mandatory bid requirements. **A bidder's proposal will be disqualified for non-submission of any of the documents as indicated below**

T2.1 LIST OF RETURNABLE DOCUMENTS

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES *(Included hereafter for completion)*

- MBD1 : Invitation to bid and standard and conditions of bidding
- MBD 3.3: Pricing Schedule – Professional Services
- MBD 4 : Declaration of Interest
- MBD 6. 1: Preference Points Claim Form - in terms of the Preferential Procurement Regulations 2017
- MBD 7.2. : Contract Form- Rendering of Services
- MBD 8 : Declaration of Bidders past Supply Chain Management Practices
- MBD 9 : Certificate of Independent Bid Determination

T2.2 LIST OF RETURNABLE SCHEDULES

2. RETURNABLE SCHEDULES FOR TENDER EVALUATION PURPOSES *(to be attached with submission)*

- Schedule 1A: Tax Compliance pin number
- Schedule 1B: Municipal Bill (copy) (not older than 3 months)
- Schedule 1C: B – BBEE status level verification certificate
- Schedule 1D: Proof of CSD Registration

MBD 1: INVITATION TO BID AND TERM AND CONDITIONS FOR BIDDING

**NAMAKWA DISTRICT MUNICIPALITY****PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NAMAKWA DISTRICT MUNICIPALITY					
BID NUMBER:	Tender 09/2021	CLOSING DATE:	13 July 2021	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A FINANCIAL SERVICES PANEL FOR THE NAMAKWA DISTRICT MUNICIPALITY FOR THE PERIOD ENDING 30 JUNE 2024				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
NAMAKWA DISTRICT MUNICIPALITY					
VAN RIEBEECK STREET					
SPRINGBOK					
8240					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE	CONTACT PERSON	Hendri Niehaus
CONTACT PERSON	Chaldon Osborne	TELEPHONE NUMBER	027 712 8000
TELEPHONE NUMBER	0277128000	FACSIMILE NUMBER	
FACSIMILE NUMBER	0277128041	E-MAIL ADDRESS	hendrin@namakwa-dm.gov.za
E-MAIL ADDRESS	chaldono@namakwa-dm.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PRICING SCHEDULE
(Professional Services)

Name of Bidder:.....	Bid Number: Tender 09/2021
Closing Time: 12:00	Closing Date: 13 July 2021

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....

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

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract?*YES/ NO.
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....

.....

.....

.....

MBD 4: DECLARATION OF INTEREST



NAMAKWA DISTRICT MUNICIPALITY

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? YES / NO
 - 3.8.1 If yes, furnish particulars.

¹MSCM Regulations: "in the service of the state" means to be –

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

- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / NO

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

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

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

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 **TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited
[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

8.6 **COMPANY CLASSIFICATION**

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

8.7 **MUNICIPAL INFORMATION**

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

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p style="text-align: center;">..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--	---

MBD 7.2: CONTRACT FORM – RENDERING OF SERVICES



NAMAKWA DISTRICT MUNICIPALITY

MBD 7.2

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 / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (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 fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

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

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

MBD 8: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES



NAMAKWA DISTRICT MUNICIPALITY

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION



NAMAKWA DISTRICT MUNICIPALITY

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

Js9141w 4

TENDER 09/2021

NAMAKWA DISTRICT MUNICIPALITY
APPOINTMENT OF A FINANCIAL SERVICES PANEL FOR THE NAMAKWA DISTRICT
MUNICIPALITY FOR THE PERIOD ENDING 30 JUNE 2024

SCHEDULE 1A

TAX COMPLAINEE PIN NUMBER AND TAX CLEARANCE CERTIFICATE

PLEASE ATTACH HERE

TENDER 09/2021

NAMAKWA DISTRICT MUNICIPALITY
APPOINTMENT OF A FINANCIAL SERVICES PANEL FOR THE NAMAKWA DISTRICT
MUNICIPALITY FOR THE PERIOD ENDING 30 JUNE 2024

SCHEDULE 1B
MUNICIPAL BILL

PLEASE ATTACH HERE

TENDER 09/2021

NAMAKWA DISTRICT MUNICIPALITY
APPOINTMENT OF A FINANCIAL SERVICES PANEL FOR THE NAMAKWA DISTRICT
MUNICIPALITY FOR THE PERIOD ENDING 30 JUNE 2024

SCHEDULE 1C
B-BBEE STATUS VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT

PLEASE ATTACH HERE

TENDER 09/2021

NAMAKWA DISTRICT MUNICIPALITY
APPOINTMENT OF A FINANCIAL SERVICES PANEL FOR THE NAMAKWA DISTRICT
MUNICIPALITY FOR THE PERIOD ENDING 30 JUNE 2024

SCHEDULE 1D
CSD REGISTRATION REPORT
PLEASE ATTACH HERE

TENDER 09/2021

NAMAKWA DISTRICT MUNICIPALITY APPOINTMENT OF A FINANCIAL SERVICES PANEL FOR THE NAMAKWA DISTRICT MUNICIPALITY FOR THE PERIOD ENDING 30 JUNE 2024

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Government Procurement shall apply. Copies are available on the National Treasury website at www.treasury.gov.za and are also available from the office of the Employer.

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this Contract:

Compulsory Data

Ref Clause	DESCRIPTION
Clause 1	The name of the Employer is NAMAKWA DISTRICT MUNICIPALITY
Clause 1	The address of the Employer is: Name: NAMAKWA DISTRICT MUNICIPALITY Address: ... VAN RIEBEECK STREET, SPRINGBOK, PRIVATE BAG X20 Tel: 027 712 8000 Fax: 027 712 8040 E-mail: chaldono@namakwa-dm.gov.za
Clause 1	The Project is: APPOINTMENT OF A FINANCIAL SERVICES PANEL FOR THE NAMAKWA DISTRICT MUNICIPALITY FOR THE PERIOD ENDING 30 JUNE 2024
Clause 3.4 & 4.3.2	The authorized & designated representative of the employer is Mr. Hendri Niehaus
Clause 3.5	The location of Performance of the project is in Namakwa District Municipality
Clause 3.6	The service provider may not release public or media statements or publish material relating to the services or project under any circumstances
Clause 8.2.1	The Contract is concluded when both parties have signed the agreement.
5	Copyright of documents prepared for the project shall be vested with the employer.
Clause 12.1	Interim settlement of disputes to be by mediation / adjudication
Clause 12.2/12.3	Final settlement is by litigation / arbitration
Clause 12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by employer.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Ref Clause	DESCRIPTION
Clause (1)	The name of the Service Provider is
Clause (1)	<p>The address of the Service Provider is:</p> <p>Name:</p> <p>Address:</p> <p>.....</p> <p>Tel: Fax:</p> <p>E-mail:</p>
Clause 1	The period of performance is:
Clause 5.3	<p>The authorized and designated representative of the service provider is:</p> <p>Name:.....</p>

TENDER 09/2021

**NAMAKWA DISTRICT MUNICIPALITY
APPOINTMENT OF A FINANCIAL SERVICES PANEL FOR THE NAMAKWA DISTRICT
MUNICIPALITY FOR THE PERIOD ENDING 30 JUNE 2024**

3: SCOPE OF WORK

TERMS OF REFERENCE AND SPECIAL CONDITIONS OF CONTRACT

Namakwa District Municipality is committed to adhere to the Local Government: Municipal Finance Management Act 2003 (Act 56 of 2003) Municipal Cost Containment Regulations, 2019.

Tenders must be structured in terms of Section 5(5), 5(6), 5(8) & 5(9) of the mentioned Municipal Cost Containment Regulations, 2019.

The Namakwa District Municipality will appoint a Financial Services Panel to give effect to the required service as highlighted under "services required" below. Potential service providers must clearly provide the following tender information (tender) for every line item highlighted under "services required":

- Tender amount;
- Experience of the service provider in the particular field; and
- Human Resources that will be utilised for the required service.

It is not the Namakwa District Municipality's intention to replace any existing internal processes, procedures and/or resources with a service provider (consultant), but merely to establish a Financial Services Panel that can be utilised as and when required and/or needed.

Potential Service Providers must be willingly to perform the tendered service(s) in the District Area, including the relevant B-municipalities. Namakwa District Municipality has established a Municipal Support Unit to contribute to the improvement of financial management performance in local municipalities within the Namakwa District Municipality jurisdiction. The tendered service(s) to relevant B-municipalities will be provided by service provider(s) through the Office of the Municipal Support Unit within the Namakwa District Municipality. The Namakwa District Municipality remains responsible for all contractual- and payment related issues.

Services required:

	CATEGORY	ACTIVITY
A	Accounting and Audit Support	
A1	GRAP Implementation and AFS Preparation	<ul style="list-style-type: none"> • Provide technical support and guidance to municipalities on the implementation of GRAP Standards; • Assist municipalities in developing and implementing their accounting policies; • Assist municipalities in developing, implementing, and reviewing the AFS preparation plans; • Measurement of costs to rehabilitate landfill-sites; • Actuarial valuations of Employee Benefits; • Provide support, advice, and technical guidance to municipalities on the compilation and finalisation of AFS; • Assist municipalities to timely submit the draft AFS to Internal Audit and Audit Committee for review; • Assist municipalities in reviewing the draft AFS; • Assist with review of the annual and oversight reports; • Monitor that municipalities comply with the provisions in Chapter 12 of the MFMA relating to the preparation, timeously submission of the AFS and annual report and consequences for non-compliance; and • Conduct on-going capacity building with municipal officials relating to GRAP and financial statement support.
A2	Internal Controls and Accounting	<ul style="list-style-type: none"> • Assist municipalities in developing and revising their SOPs; • Provide guidance and insight to municipalities in designing, implementing, and effectively monitoring internal controls as they relate to all areas of municipal accounting; • Assist municipalities in performing their monthly reconciliations, controls, and verifications; • Assist municipalities with the implementation of a proper document management system that will ensure complete and proper records of municipal finances are kept in accordance with applicable norms and standards; • Assist and support municipalities in complying with the stipulations and time frames in the MFMA and supporting regulations; • Assist municipalities in performing a reassessment of the FMCMM and assisting in the development and implementation of the action plans; and • Conduct on-going capacity building with municipal officials relating to internal control and accounting matters.

	CATEGORY	ACTIVITY
A3	Audit Action Plan	<ul style="list-style-type: none"> • Assist with planning of audit support at municipalities. • Provide technical support, assistance, and guidance to municipalities in developing, implementing, and reviewing municipal audit action plans. • Provide support and make recommendations at monthly management and other related meetings to implement municipal audit action plans. • Provide technical support to municipal Audit Steering Committee meetings. • During the annual audit process, assist municipalities in responding to RFI's and COMAF's issued by the Auditor-General – including sourcing of Legal-, Supply Chain Management- and/or other opinions. • Conduct on-going capacity building with municipal officials relating to audit support.
A4	UIFW and Consequence Management	<ul style="list-style-type: none"> • Assist municipalities in processing UIF&W through Councils and MPAC's. • Assist with the implementation of council resolutions based on the recommendations from MPAC's, including the accounting treatment and actual recovery process through the municipalities' debt collection policy. • Assist with establishing functional municipal disciplinary boards, including developing a DB policy and terms of reference and monitoring the implementation of the board's recommendations to the council. • Assist municipalities in providing a regular report back to NT on progress on implementing the board's recommendations or lack thereof. • Conduct on-going capacity building with municipal officials on matters relating to UIF&W and consequence management. • Assist municipalities with the development and implementation of UIFW and Consequence Management policies and SOPs.
A5	mSCOA	<ul style="list-style-type: none"> • Assisting municipalities with the alignment between IDP, Budget, and SDBIP; • Assisting municipalities with the implementation of mSCOA business processes (MFMA Circular 80); • Assisting municipalities with data cleansing; • Conduct on-going capacity building with municipal officials on matters relating to mSCOA; and • Provide technical support to municipal mSCOA Project Steering Committee meetings.
B.	Asset Management	
B1	Asset management and Standard Operating Procedures (SOPs)	<p>Assist the Municipality with designing workable asset management models for their specific environment by:</p> <ul style="list-style-type: none"> • Reviewing and aligning the municipal asset management policies and SOPs to applicable legislation, frameworks, and guidelines;

	CATEGORY	ACTIVITY
		<ul style="list-style-type: none"> • Providing technical guidance and support to municipalities in reviewing and updating their asset management policies and SOPs; • Buildings awareness through workshops of the asset management policy, regulations, and SOPs to municipal staff and councillors as agreed; • Reviewing and updating the Asset Management Plans; and • Reviewing and updating Asset Maintenance Plans.
B2	Asset Accounting	<p>Assist the Municipality with all municipal asset accounting related matters:</p> <ul style="list-style-type: none"> • To ensure compliance with laws and regulations when accounting for municipal assets; • To ensure compliance with applicable GRAP accounting standards and directives when accounting and disclosing assets, including physical review and verification of assets, valuation of assets, unbundling of assets and updating of GIS information on system(s) implemented by municipality; • To ensure compliance with recommended asset management guidelines when accounting for assets; • To compile an asset register by using the asset hierarchy of the municipality that addresses the following: Existence, Completeness, Valuation, Ownership, Classification, Accuracy, and • To ensure full integration of the asset register with the general ledger and compliance with mSCOA requirements. •
B3	Internal Controls	<p>Assist the municipalities with all municipal asset internal control related matters:</p> <ul style="list-style-type: none"> • To ensure internal controls are established for proper asset management practices during the assets life cycle that is in line with rules and regulations, recommended guidelines, and GRAP compliance; • To implement internal controls to safeguard assets against improper use, loss, theft, malicious damage, or accidental damage; • To institute internal controls that ensure alignment of the service level needs as per the IDP with the capital budget and asset acquisition plan; • To implement internal controls that ensure evaluation of the various assets acquisition methods; • To establish controls that ensure that assets are disposed in line with the provisions of the MFMA and other applicable guidelines; and • To institute controls that will ensure effective collaboration of Technical, Engineering, Finance, Town Planning Departments, etc., in the management and accounting of assets.

	CATEGORY	ACTIVITY
C	Budget and Revenue Management	
C1	Budgeting	<p>Assist municipalities with the preparation of credible, funded, and compliant medium-term budgets by:</p> <ul style="list-style-type: none"> • Assisting municipalities to adhere to the applicable legal prescripts, i.e., MFMA, MBRR, etc. regarding budget time frames and submissions; • Assisting municipalities to compile and approve credible and funded budgets; • Providing support to municipalities with the MBRR schedules and the funding assessment methodology; • Assisting municipalities with the setting of cost-reflective tariffs for all billable municipal services; • Assisting municipalities to apply realistic and credible assumptions when compiling their medium-term budgets. • Providing support to municipalities with the review and drafting of budget-related policies; • Assisting municipalities with the effective implementation of adopted budgets and related statutory reporting requirements; and • Assist municipalities with the preparation of long-term financial plans and turnaround strategies.
C2	Revenue management policies and SOPs	<p>Assist municipalities with devising customised revenue management policies by:</p> <ul style="list-style-type: none"> • Reviewing and aligning the revenue management policies and SOPs to applicable legislation, frameworks, and guidelines; • Reviewing of all management-related policies to ensure the effective formulation and implementation across revenue value chain, i.e., customer data and accounts, meter reading, billing, payments, credit control and debt collection, indigent management, customer care, etc. • Providing technical guidance and support to municipalities with the implementation of their revenue management policies and SOPs; • Building awareness through workshops of the revenue management policies, regulations, and SOPs to municipal staff and councillors as agreed; and • Assisting municipalities to address common audit findings and qualifications on, for example: completeness, impairment, and accounting of revenue-related transactions and disclosures.
C3	Revenue value chain	<ul style="list-style-type: none"> • Assist municipalities in developing workable strategies and plans that will ensure the measurable improvement in revenue performance and efficiencies in the revenue value chain management; • Providing technical support and guidance to municipalities across the key elements of the revenue value chain, i.e., customer data and accounts, meter reading, billing, payments and collections, credit control and debt collection, indigent management, customer care, etc.

	CATEGORY	ACTIVITY
D	OTHER SUPPORT	
	Appointment of Key Financial Staff	Assisting with advertising, sourcing and evaluation of the appointment of Key Financial Staff
	Project and Strategic Management	<ul style="list-style-type: none"> • Development and review of Policies, Strategies, Benchmarking & Turnaround exercises as necessary. • Assistance with Financial Project Management as necessary.
	Forensic Investigations	Facilitating independent Forensic Investigations and where needed, attending Disciplinary Board meetings and investigations.
	VAT	Assist municipalities with the completeness of VAT by: <ul style="list-style-type: none"> • Performing VAT apportionment ratio's; • Performing VAT Reconciliations; • Provide technical assistance on VAT treatments;
	Software	Assistance with the development, updating and implementation of soft tools. (Asset verification, Covid-19 tools, etc.)

Evaluation:

In accordance with procurement guidelines, your tender **shall** therefore comprise the following documents/components:

(a) Functionality Component

Functionality – 100 points

Please note that a bidder has to score a minimum number of points of 70 for functionality to qualify for further adjudication (i.e., Price and preferential points)

(b) Price (Cost) Component

To be considered on achieving a minimum score of 70 for the technical submission (functionality)

TENDER EVALUATION

The description of the functionality criteria and the maximum number of tender evaluation points allocated to each is shown in the table below. The score for functionality will be the sum of the scores for the individual criteria.

1.	Functionality			Max 100
1.1	Qualifications of the Representatives/Team members from the Services Provider (CV and proof of qualifications to be submitted)			
1.1.1	Project Director			13
	CA (SA) with minimum 15 years' experience	More than 20 years' experience	3 points	4
		15-20 years' experience	2 points	
	Experience in implementing GRAP – attached contactable references to verify experience in the past 3 years	5 contactable references	3 points	4
		3-4 contactable references	2 points	
		<2 contactable references	1 point	
	Experience in implementing mSCOA – attached contactable references to verify experience in the past 3 years	5 contactable references	3 points	4
		3-4 contactable references	2 points	
		<2 contactable references	1 point	
	Registration with SAICA	Proof of registration	1 point	1
1.1.2	Senior Manager			13
	Qualification in financial management/ asset management/ forensics	Higher Degree (NQF Level 8 or higher)	3 points	4
		Degree or Advanced Diploma (NQF Level 7)	2 points	
	Experience in Local Government	More than 20 years' experience	3 points	4
		15-20 years' experience	2 points	
		10-15 years' experience	1 point	
	Experience in implementing GRAP/mSCOA and preparation of Financial Statements – attached contactable references to verify experience in the past 3 years	5 contactable references	3 points	4
		3-4 contactable references	2 points	
		<2 contactable references	1 point	

	Registration at a Professional Body in financial management/ asset management/ forensics	Proof of registration	1 point	1
1.1.3	Manager			14
	Qualification in financial management/ asset management	Higher Degree (NQF Level 8 or higher)	3 points	4
		Degree or Advanced Diploma (NQF Level 7)	2 points	
	Experience in implementing and managing GRAP Standards	5 contactable references	3 points	4
		3-4 contactable references	2 points	
		<2 contactable references	1 point	
	Experience and implementing mSCOA	5 contactable references	3 points	4
		3-4 contactable references	2 points	
		<2 contactable references	1 point	
	Registration at a Professional Body in financial management/ asset management	Proof of registration	1 point	1
	Experience in updating GIS Information	Contactable reference	1 point	1
1.2	Company Experience (Letter from Municipality as proof stating / stipulating the type of accounting experience – Reference Letters must indicate year in which services were rendered and not older than 3 years)			
	Municipal accounting experience <ul style="list-style-type: none">• With at least 4 Municipalities (10 points)• With at least 8 Municipalities (20 points)• More than 8 Municipalities (30 points)			30
1.3	Compilation of financial statements at Municipalities who obtained unqualified/clean audits (Letter from Municipality on the audit outcomes of the last 3 years (2017/18, 2018/19 and 2019/20))			
	Unqualified Audit Outcomes (2 points per municipality) Clean Audits Outcomes (5 points per municipality)			30
Only if points scored is equal to or greater than 70 then proceed to the 80/20-point system.				

Failure on the part of the Bidder to attach the evidence as required in the functionality points that may be claimed, will disqualify the Bidder.

The Municipality reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preference, in any manner required by the Municipality.

Qualifying Service Providers will be included as part of the Financial Services Panel.

Please Note:

- a) The services from panel shall be used as and when a need arises, during the entire duration of the tender.
- b) The Municipality reserves the right to terminate the services, should satisfaction not be received from the selected service provider.
- c) The Municipality reserves the right to request the appointment of a team composition in order to address a specific need, or circumstances change during the execution of the project or task.
- d) The Municipality reserves the right to appoint different service providers from the panel for different projects or tasks.
- e) The Municipality reserves the right to accept the whole tender or part of a tender or any item or part of any item or accept more than one tender (in the event of a number of items being offered) and the Municipality is not obliged to accept the lowest or any tender.

PRICING SCHEDULE

- a) Bidders must complete the original provided schedule (price on all items) in full. Failure to do so will result in disqualification of the bid.
- b) If the bidder makes amendments to the pricing schedule, the bidder will be disqualified.
- c) Where quantities are given in the pricing schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payment due and not the quantities given in the pricing schedule. In respect of time-based services, the allocation of staff and number of hours must be agreed with the municipality before such services are rendered.
- d) The rates, sums, percentage fees and prices in the pricing schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work.
- e) All rates, sum, percentage fees or prices (as applicable) tendered in the pricing schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract.
- f) The annual increase for all components of the tender in the outer years of the projects will be limited to the average CPI from the previous year plus 1%.
- g) All prices in the pricing schedule must be inclusive of VAT, where applicable. The current VAT rate of 15% must be used to complete the pricing schedule.
- h) For the purpose of completing the pricing schedule and the mix of staff during the various instructions, the titles are classified by the Namakwa District Municipality as listed below:

- Project Director – CA with more than 15 years' experience
- Senior Manager – At least 10 years' experience in the applicable field
- Manager – At least 5 years' experience in the applicable field
- Senior Consultant – At least 7 years' experience in the applicable field
- Junior Consultant – At least 4 years' experience in the applicable field

YEAR 1

Description	Unit rate	Namakwa District Municipality	Hantam Local Municipality	Kamiesberg Local Municipality	Karoo Hoogland Local Municipality	Khai-Ma Local Municipality	Nama Khoi Local Municipality	Richtersveld Local Municipality	TOTAL
Assistance with review of Accounting Policies	Rate per hour								
Preparation of Annual Financial Statements	Fixed price per annum								
Review of Annual Financial Statements	Rate per hour								
Actuarial Valuations of Employee Benefits – separate for each type of valuation									
Health Care Benefits	Fixed price per annum								
Long-service Awards									
Ex-Gratia Pension									
Measurement of cost to rehabilitate landfill-sites – site visit and surveyor	Fixed price per annum								
Assistance with review of annual and oversight report	Rate per hour								
Assistance with responding to COMAF's and Audit Reports	Rate per hour								
Unbundling of Infrastructure Assets per GRAP 17 and capturing of it onto asset register and updating GIS system of the municipality	Fixed price per annum								
Physical verification of existing Infrastructure Assets									
Roads									
Storm Water	Fixed price per annum								
Electrical	per asset								
Water Supply	class								
Sanitation									
Solid Waste									
Physical verification of all municipal properties	Fixed price per annum								
Physical verification of all movable assets	Fixed price per annum								
Assistance with budget preparation	Rate per hour								

[illegible]

YEAR 2

[illegible]

[illegible]

YEAR 3

Description	Unit rate	Namakwa District Municipality	Hantam Local Municipality	Kamiesberg Local Municipality	Karoo Hoogland Local Municipality	Khai-Ma Local Municipality	Nama Khoi Local Municipality	Richtersveld Local Municipality	TOTAL
Assistance with review of Accounting Policies	Rate per hour								
Preparation of Annual Financial Statements	Fixed price per annum								
Review of Annual Financial Statements	Rate per hour								
Actuarial Valuations of Employee Benefits – separate for each type of valuation									
<i>Health Care Benefits</i>	Fixed price per annum								
<i>Long-service Awards</i>									
<i>Ex-Gratia Pension</i>									
Measurement of cost to rehabilitate landfill-sites – site visit and surveyor	Fixed price per annum								
Assistance with review of annual and oversight report	Rate per hour								
Assistance with responding to COMAF's and Audit Reports	Rate per hour								
Unbundling of Infrastructure Assets per GRAP 17 and capturing of it onto asset register and updating GIS system of the municipality	Fixed price per annum								
Physical verification of existing Infrastructure Assets									
<i>Roads</i>									
<i>Storm Water</i>									
<i>Electrical</i>	Fixed price per annum								
<i>Water Supply</i>	per asset class								
<i>Sanitation</i>									
<i>Solid Waste</i>									
Physical verification of all municipal properties	Fixed price per annum								
Physical verification of all movable assets	Fixed price per annum								
Assistance with budget preparation	Rate per hour								
Developing, updating and implementation of soft tools	Rate per hour								

Description	Unit rate	Namakwa District Municipality	Hantam Local Municipality	Kamiesberg Local Municipality	Karoo Hoogland Local Municipality	Khai-Ma Local Municipality	Nama Khoi Local Municipality	Richtersveld Local Municipality	TOTAL
Any other services:									
<i>Partner/Director > 15 years' experience</i>	Rate per hour								
<i>Senior Manager > 10 years' experience</i>	Rate per hour								
<i>Manager > 5 years' experience</i>	Rate per hour								
<i>Senior Consultant > 7 years' experience</i>	Rate per hour								
<i>Junior Consultant > 4 years' experience</i>	Rate per hour								
Travelling rates per kilometre (No flight or any other form of travelling cost will be paid)	Rate per kilometre								
Travelling time at a hourly rate	Rate per hour								
Subsistence cost, including accommodation cost if required	Cost per day								
SUB-TOTAL FOR YEAR 3									

SUMMARY	TOTAL (VAT incl.)
Year 1: Provision of Services	
Year 2: Provision of Services	
Year 3: Provision of Services	
GRAND TOTAL (VAT incl.)	

INSTRUCTION TO POTENTIAL SERVICE PROVIDERS

ALL TENDER CONDITIONS MUST BE STRICTLY ADHERED TO, FAILING WHICH THIS TENDER SUBMISSION WILL BE DECLARED NON-RESPONSIVE

- 1.1 Any portion of the TENDER Document not completed will be interpreted as "not applicable".
- 1.2 The Namakwa District Municipality reserves the right to accept:
 - the whole quotation or part of a quotation or any item or part of any item or accept more than one quotation (in the event of a number of items being offered) and the Namakwa District Municipality is not obliged to accept the lowest or any tender.
- 1.3 The Namakwa District Municipality will not be held responsible for any expenses incurred by potential service providers in preparing and submitting quotations.
- 1.4 The Namakwa District Municipality may, after the closing date, request additional information or clarification of quotations in writing.
- 1.5 The Namakwa District Municipality's representative for the purpose of this quote shall be:

Name: Mr. Hendri Niehaus

Tel. No: (027) 712 8000

Email: hendrin@namakwa-dm.gov.za

2. VALIDITY PERIOD

- 2.1 Any quotation submitted shall remain valid, irrevocable and open for written acceptance by the Namakwa District Municipality for a period of ninety (90) days from the closing date. By submitting a quotation, the potential service provider undertakes not to withdraw his quote or to amend it during the aforesaid period of ninety (90) days.

3. SPECIAL CONDITIONS OF CONTRACT

THESE SPECIAL CONDITIONS CONTRACT (SCC) SUPPLEMENT MUST BE READ WITH THE CORRESPONDING PROVISIONS OF THE GENERAL CONDITIONS OF CONTRACT (GCC) ISSUED BY NATIONAL TREASURY.

WHENEVER THERE IS A CONFLICT BETWEEN THE SCC AND THE GCC, THE PROVISIONS OF THE SCC SHALL PREVAIL.

3.1 Standards

Failure to comply with the standards and Specification as set out in the tender document shall constitute a material breach and the Namakwa District Municipality reserves the right to cancel the Contract in terms of Clause 23 of the GCC.

3.2 Payment - Clause 16 of GCC

All invoices must be forwarded to the following address:

Namakwa District Municipality, Private Bag X 20, Springbok, 8240.

4. SETTLEMENT OF DISPUTES – CLAUSE 27 OF GCC

4.1 The Namakwa District Municipality and the supplier agree that mediation as referred to in Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the Namakwa District Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing 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 with 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 consignee's store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

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

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

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| 2. Application | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

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

**8. Inspections,
tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> |

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

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

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 intended penalty as not objected against and may impose it on the supplier.

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

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. Anti-dumping 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 the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or 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 in SCC.
31. Notices	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.