



**KING SABATA DALINDYEBO LOCAL MUNICIPALITY**

**TENDER DOCUMENT**

**FOR**

**REQUEST FOR THE ADVERTISEMENT OF SERVICE PROVIDER TO MANAGE  
PARKING SYSTEM FOR A PERIOD OF THREE (03) YEARS IN KSDLM**

**BID NOTICE NO: SCM NO.073/2019/20**

ISSUED BY:

The Acting Municipal Manager  
KING SABATA DALINDYEBO MUNICIPALITY  
Private Bag X5083  
MUNITATA BUILDING  
CNR SUTHERLAND & OWEN STREET  
UMTATA, 5099  
Tel: +27(047) 5014000  
Fax; +27(047) 531 2085

**NAME OF BIDDER:** \_\_\_\_\_

**TENDER AMOUNT:** \_\_\_\_\_

**CSD REGISTRATION NO:** \_\_\_\_\_

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUEST FOR THE ADVERTISEMENT OF SERVICE PROVIDER TO  
MANAGE PARKING SYSTEM IN KSD

<b>BID NUMBER:</b>	<b>SCM 073/2019/20</b>	<b>CLOSING DATE:</b>	<b>24 /07/2020</b>	<b>CLOSING TIME:</b>	<b>12:00</b>
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**DESCRIPTION:**

- The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).
- Bid documents must be deposited in the bid box situated at office No. 144,1<sup>st</sup> Floor Munitata Building, CNR Owen and Sutherland Street Mthatha .
- Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.
- The bid box is generally open 8 hours a day, 5 days a week.
- All bids must be submitted on the official forms – (not to be re-typed)
- This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions Of Contract (SCC)

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

Name Of Bidder		
Postal Address		
Street Address		
Telephone Number	Code:	Number:
Cellphone Number		
Facsimile Number	Code:	Number:

Vat Registration Number	
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Has an original tax clearance certificate been submitted (MBD 2)?	YES / NO
Are you the accredited representative in south Africa for the good/Services offered by you	YES / NO (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER	
DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED	
TOTAL BID PRICE	

<b>TABLE OF CONTENTS</b>	<b>Page</b>
TENDER VOLUME PART T1: TENDERING PROCEDURES	5
T1.1 TENDER NOTICE AND INVITATION TO TENDER	6
T1.2 TENDER DATA	7
TENDER VOLUME PART T2: RETURNABLE DOCUMENTS	18
CONTRACT VOLUME PART C1: AGREEMENT AND CONTRACT DATA	35
C1.1 FORM OF OFFER AND ACCEPTANCE	38
C1.2.1.1 GENERAL CONDITIONS OF CONTRACT	39
C.1.2. CONTRACT DATA	55
C.12.2. PART 1 DATA PROVIDED BY THE EMPLOYER	54
C.12.2. PART 1 DATA PROVIDED BY THE SERVICE PROVIDER	55
C2. PRICING DATA	
MBD 2 TAX CLEARANCE CERTIFICATE REQUIREMENTS	58
MBD 3 PRICING SCHEDULE	59
MBD 4 DECLARATION OF INTEREST	62
MBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2001	69
MBD 7.2 CONTRACT FORM-RENDERING OF SERVICES	77
MBD 8 DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES	80
MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION	83
SCOPE OF WORK	87

**TENDER VOLUME PART T1: TENDERING PROCEDURES**



**BID NOTICE  
(RE-ADVERTS)**

King Sabata Dalindyebo Local Municipality hereby calls upon accredited service providers to bid for the following tenders:

No.	Project Name	Bid Number	Closing Date	Briefing Session/Site Inspection	Enquiries
1.	Supply, Install, Configure and Maintain Surveillance Cameras for a Period of two years as and when required for Stores, Rates Hall and Roads Section	<b>SCM: 006/2019/20</b>	<b>Date:24/07/2020 Time: 12H00</b>	Compulsory briefing session will be held at Freedom Square, Munitata Building on the 7 <sup>TH</sup> of July 2020 at 9H00	Technical Enquiries may be directed to <b>Mr P Ndabangaye at 047-501 4376</b>
2.	Supply, Installation and Servicing of Fire Equipment and First Aid Boxes for a period of three years	<b>SCM: 059/2019/20</b>	<b>Date:27/07/2020 Time: 12H00</b>	N/A	Technical Enquiries may be directed to <b>Ms Ngceba at 047-501 4352</b>
3.	Request for a Service Provider to Manage Parking System for a period of three years	<b>SCM: 073/2019/20</b>	<b>Date:24/07/2020 Time: 12H00</b>	Compulsory briefing session will be held at Freedom Square, Munitata Building on the 7 <sup>TH</sup> of July 2020 at 09H30	Technical Enquiries may be directed to <b>Mr P Ndabangaye at 047-501 4376</b>
4.	Construction of Baziya Clinic to Sxuzula Access Road-Bridge with a CIDB Grading of 4 CE or Higher	<b>SCM: 076/2019/20</b>	<b>Date:28/07/2020 Time: 12H00</b>	Compulsory Briefing Session will be held at Freedom Square, Munitata Building on the 8 <sup>TH</sup> of July 2020 at 10H00	Technical Enquiries may be directed to <b>Mr Setloboko at 047-501 4066</b>
5.	Procurement of Three Travel Agency Service Providers for a Period of Three years	<b>SCM: 075/2019/20</b>	<b>Date:27/07/2020 Time: 12H00</b>	Compulsory briefing session will be held at Freedom Square, Munitata Building on the 7 <sup>th</sup> of July 2020 at 10H00	Technical Enquiries may be directed to <b>Mrs B Mehlwempi at 047-501 4051</b>

**Bidders must take note of the following bid conditions:**

Place of Tender box: **1<sup>st</sup> Floor, Munitata Building, Next to Room 147.** All bids must be sealed and clearly marked with SCM Number and Project Name. Tender documents can be downloaded for free of charge from the National Treasury's tender portal (<http://www.etenders.gov.za/content/advertised-tenders>) or from the King Sabata Dalindyebo site ([www.ksd.gov.za](http://www.ksd.gov.za)) as from the 6<sup>th</sup> of July 2020

**NO HARD COPIES ARE AVAILABLE OR FOR SALE ONLY ELECTRONIC VERSION WHICH IS TO BE DOWNLOADED AS PER THE ABOVE WEBSITES.  
A COMPULSORY BID BRIEFING IS APPLICABLE AS PER THE TABLE ABOVE AND THE DATES FOR BRIEFING ARE OUTLINED IN THE TABLE ABOVE  
NO MASK NO CONSIDERATION OF ATTENDANCE – SOCIAL DISTANCING A MUST.**

**Bidders must take note of the following bid conditions: -**

- Failure to submit comprehensive JV agreement (where applicable), individual partners are to comply and submit all relevant documents. Failure to do so will result in a tender deemed non-responsive.
- Failure to completely fill in the tender forms e.g. Form of Offer, MBD 4 and MBD 8 will result in a tender deemed non-responsive
- An approved formal surety/guarantee will be required where applicable.
- Failure to submit or complete supplementary information will result in the tender being null, void and non-responsive.
- All bidders from KSD jurisdiction **must** submit municipal statement showing that they do not owe municipality, non KSD bidders must attach proof from their respective municipalities
- The KSD Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.
- Certification of copies submitted with a tender document must be within a period of three months and must have a certification date, failure to do so will result tender deemed non-responsive.
- All alterations in prices/quotes must be signed for and failure to sign will result in tender deemed non-responsive
- Use of tipex is prohibited and the bidder will be deemed non-responsive

- The bidder to submit Audited financial statements for the past three years for any offer amounting or exceeding 10million.
- Bidders must sign MBD 5 for any offer amounting or exceeding 10 million and all MBD forms must be completely signed

**Bidders must further note that:**

- Bidders must be registered to CIDB and have a valid CIDB Contractor Grading designation of the above-mentioned CIDB Grading if needed.
- The Council reserves the right to disqualify any service provider whose members and or shareholders owe the municipal rates & taxes
- Misrepresentation of address of the business with the aim of earning points may lead to disqualification
- service providers who are employed by the organ of state will lead to disqualification if not declared
- Bids submitted will hold good for a period of **90** days and if your company has not heard within this period take that your company was unsuccessful.
- **Failure to be registered on Central Supplier Database registration will result in a tender being disqualified**
- Bids which are late, incomplete, unsigned or submitted by fax mail or electronically as well as copy of a tender document, will not be accepted.
- **Where a Service Providers is not a manufacturer Must attach supporting letter from the Manufacturer failure to do so will lead to a tender being non responsive (where local content is applicable)**
- **BBBEE must be SANNAS Approved or Sworn affidavit must be from DTI failure to do so tenderers will lose point.**
- **Preferential Procurement Policy Framework ACT 2017 (PPPFA) Points will be evaluated based on the following criteria**
- **Stage 1 Pre –qualification evaluation**
- **Stage 2 Price and BBB EE Points**

**Bidders will have to score a minimum point of as follows.**

SCM. NO'S	POINTS ALLOCATION
SCM:006/2019/20	bidders will have to score a minimum of 70 Points out of 100 points
SCM:059/2019/20	bidders will have to score a minimum of 70 Points out of 100 points
SCM:073/2019/20	bidders will have to score a minimum of 70 Points out of 100 points
SCM:076/2019/20	bidders will have to score a minimum of 70 Points out of 100 points
SCM:075/2019/20	bidders will have to score a minimum of 70 Points out of 100 points

The tender will be adjudicated on the basis of the new Preferential Procurement Policy Framework Act, and the regulations pertaining thereto, as well as the KING SABATA DALINDYEBO MUNICIPALITY's Supply Chain Management policy **80/20 preference** point system will be used as per the KSDLM SCM policy.

**SCM Related Enquiries may be directed to Ms N. Qayiso (Acting General Manager: SCM) 047 501 4005**

\_\_\_\_\_  
**N.Pakade (Mr)**  
**Municipal Manager**

Date \_\_\_\_\_

## **T1.2 TENDER DATA**

### **F.1 General**

#### **F.1.1 Actions**

The employer and each Bidder submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

#### **F.1.2 Tender Documents**

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

#### **F.1.3 Interpretation**

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions for the calling for tender, the following definitions apply:

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### **F.1.4 Communication and employer's agent**

Each communication between the employer and a Bidder shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.



<b>The Employer's agent is</b>
Mr N.Pakade
Municipal Manager
KING SABATA DALINDYEBO MUNICIPALITY
Corner Owen & Sutherland Street
P.O. Box 45
UMTATA, 5099
Tel: +27(047) 501 4000
Fax: +27(047)531 2085
<b>The Employer's address for delivery of tender offers</b>
Location of tender box: <b>Municipal Tender Box</b> at the 1 <sup>st</sup> Floor of the employer's address next to CFO's office
Identification details: The tender must be contained in a sealed envelope, addressed to:
Mr N.Pakade
Municipal Manager
KING SABATA DALINDYEBO MUNICIPALITY
MUNITATA BUILDING, CNR SUTHERLAND & OWEN STREET
UMTATA, 5099
<b>Tender: KSDLM: SCM NO. 073/2019/20</b>
<b>Closing date and time: 12H00, 24.07.2020</b>
Name of Bidder: .....
Physical Address:
Postal Address:
Contact details:
Tender documents must be deposited in the Municipal Tender Box before the <b>Closing</b>

**date and time.**

### **F.1.5 The employer's right to accept or reject any tender offer**

**F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Bidder for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tendered.

### **F.2 Tenderer's obligations**

#### **F.2.1 Eligibility**

Submit a tender offer only if the Bidder satisfies the criteria stated in the tender data and the tendered, or any of his principals, is not under any restriction to do business with employer.

#### **F.2.2 Cost of tendering**

Accept that the employer will not compensate the Bidder for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

#### **F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

#### **F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

#### **F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

#### **F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

#### **F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which Bidders may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

### **F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

### **F.2.9 Insurance**

The Bidder agrees to obtain and maintain in full force and effect a policy or policies of public liability and property damage insurance, in form and substance satisfactory to the municipality.

If the policy is cancelled, the Bidder must obtain and provide the municipality with evidence of a replacement policy on equivalent terms as a condition to Contractor's right hereunder to continue performance of the contract.

The municipality shall have no responsibility or liability for any loss (by theft or otherwise) of or damage to fixtures or other property of the Bidder, its agents, employees, contractors, licensees, visitors or invitees.

### **F.2.10 Pricing the tender offer**

**F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tendered, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**F.2.11** Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tendered. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

**F.2.12 Alternative tender offers**

**F.2.12.1** Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main

tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Bidder proposes.

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

**F.2.13 Submitting a tender offer**

**F.2.13.1** Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tendered. Signatories for Bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.6** N/A

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

**F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

**F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the tendered.

**Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Bidder following a competitive selection process, should the Employer elect to do so.

**F.2.18 Provide other services**

**F.2.18.1 Provide**, on request by the employer, any other services that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or quotations of services, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the Bidder not provide the services, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

### **F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

### **F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

### **F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

### **F.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

### **F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

## **F.3 The employer's undertakings**

### **F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all Bidders who drew procurement documents.

### **F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each Bidder during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a Bidder applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Bidders who drew documents.

### **F.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened,

(unless it is necessary to open a tender submission to obtain a forwarding address), to the Bidder concerned.

#### **F.3.4 Opening of tender submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each Bidder whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

#### **F.3.5 Two-envelope system – N/A**

#### **F.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tendered.

#### **F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a Bidder to influence the processing of tender offers and instantly disqualify a Bidder (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

#### **F.3.8 Test for responsiveness**

**F.3.8.1** Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work,
- B) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- b) Affect the competitive position of other Bidders presenting responsive tenders, if it

were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **F.3.9 Arithmetical errors**

**F.3.9.1** Check responsive tender offers for arithmetical errors, correcting them in the following manner:

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the Bidder will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

**F.3.9.2** Consider the rejection of a tender offer if the Bidder does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

### **F.3.10 Clarification of a tender offer**

Obtain clarification from a Bidder on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### **F.3.11 Evaluation of tender offers**

#### **F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Score financial offers, preferences and quality, as relevant, to two decimal places.

#### **F.3.11.2 Scoring Financial Offers**

The percentage scored for price should be calculated as follows:

The lowest acceptable bid/proposal will obtain the maximum percentage allocated for price.

The other bids/proposals with higher prices will proportionately obtain lower percentages based on the following formula:



$$P_s = \frac{(P_t - P_{min})}{P_{min}}$$

### F.3.11.2 Scoring Financial Offers

The points scored for Price will be calculated using the following formula:

Where  $P_s$  = points scored for price by tender under consideration

$P_{min}$  = price of lowest acceptable tender

$P_t$  = price of tender under consideration

Fractions will be rounded off to two places after the decimal comma.

### B-BBEE Points Status Level Contributor (Max =20 points)

#### ALLOCATION OF POINTS FOR BBEE

B-BBEE Status Level Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

### F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality. Score financial offers, preferences and quality, as relevant, to two decimal places. Each panel member should award values for each individual criterion on a score sheet.

### F.3.12 Insurance provided by the employer

If requested by the proposed successful tendered, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

### F.3.13 Acceptance of tender offer

**F.3.13.1** Accept tender offer only if the Bidder complies with the legal requirements stated in the Tender Data.

**F.3.13.2** Notify the successful Bidder of the employer's acceptance of his tender offer by

completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Bidder as described in the form of offer and acceptance.

#### **F.3.15. Prepare contract documents**

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) of addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful Tenderer, and
- d) the schedule deviations attached to the form of offer and acceptance, if any.

#### **F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful Bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the Bidder to submit, after acceptance by the employer, shall be included.

#### **F.3.17 Complete adjudicator's contract**

#### **F.3.18 Provide copies of the contracts**

Provide to the successful Bidder the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

#### **F.3.19 Tender offers will only be considered if:**

- a) The Bidder has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services(SARS)
- b) The Bidder or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- c) The Bidder has not:
  - a. Abused the Employer's Supply Chain Management System; or
  - b. Failed to perform on any previous contract and has been given a written notice to this effect.

**TENDER VOLUME PART T2: RETURNABLE DOCUMENTS**

## T2.1 List of Returnable Documents

The following returnable schedules constitute the List of Returnable Documents for this tender.

Returnable Schedules required for tender evaluation purposes

- T2.2 A Certificate for Authority of Signatory
- T2.2 B Declaration claiming Quality Points entitlement
- T2.2 C Declaration of Tax Compliance
- T2.2.D Compulsory Enterprise Questionnaire
- T2.2.E Work Programme and cash flow projections
- T2.2 F Proof of Professional registration
- T2.2 G CV's of team members
- T2.2 H Company Experience with similar projects details FORM
- T2.2 I Certified copy of Qualifications
- T2.2 J Certified copy of BBBEE certificate
- T2.2 K Valid Tax Clearance SARS Certificate
- T2.2 L Proposal
- T2.2 M Company Shareholding Details
- T2.2 N Proof of Office Residence

Returnable Schedules will be incorporated into the Contract

- C1.1 Offer and Acceptance
- C1.2 Contract Data (Part 2)
  - C1.2.1 Record of Addenda to Tender Documents
  - C1.2.2 Declaration claiming Preference Points entitlement
  - C1.2.3 Alterations by Bidder
- C2.2 Bill of quantities

**T2.2 A Certificate for Authority of Signatory**

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

**b. Certificate for company**

I, \_\_\_\_\_, a director of

\_\_\_\_\_

hereby confirm that by resolution of the board (copy attached) taken on \_\_\_\_ 20\_\_,

Mr/Ms \_\_\_\_\_, acting in the capacity of \_\_\_\_\_,

was authorised to sign all documents in connection with this tender and any Contract resulting from it on behalf of the company.

I further declare that the information provided in the tender is true and correct and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the King Sabata Dalindyebo Local Municipality.

As witnesses:-

1. \_\_\_\_\_ Director

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

Should the Bidder have, in the opinion of the KING SABATA DALINDYEBO MUNICIPALITY, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the KING SABATA DALINDYEBO MUNICIPALITY may, in its sole discretion:

- \* Ignore any tenders without advising the Bidder thereof
- \* Cancel the Contract without prejudice to any legal rights the KING SABATA DALINDYEBO MUNICIPALITY may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the KING SABATA DALINDYEBO MUNICIPALITY Code of Conduct, this could seriously impair future business relations between the King Sabata Dalindyebo Local Municipality and such Bidder.

**B. Certificate for partnership**

We, the undersigned, being the partners in the business trading as \_\_\_\_\_  
\_\_\_\_\_ hereby authorize Mr/Ms \_\_\_\_\_  
\_\_\_\_\_, acting in the capacity of \_\_\_\_\_  
\_\_\_\_\_, to sign all documents in connection with this tender and any Contract resulting  
from it on our behalf.

I further declare that the information provided in the tender is true and correct and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the KING SABATA DALINDYEBO MUNICIPALITY.

Name	Address	Signature	Date

NOTE: This certificate is to be completed and signed by all of the partners upon whom rests the direction of the affairs of the Partnership as a whole.

Should the Bidder have, in the opinion of the KING SABATA DALINDYEBO MUNICIPALITY, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the KING SABATA DALINDYEBO MUNICIPALITY may, in its sole discretion:

- \* Ignore any tenders without advising the Bidder thereof
- \* Cancel the Contract without prejudice to any legal rights the KING SABATA DALINDYEBO MUNICIPALITY may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the KING SABATA DALINDYEBO MUNICIPALITY Code of Conduct, this could seriously impair future business relations between the KING SABATA DALINDYEBO MUNICIPALITY and such Bidder.

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms \_\_\_\_\_, authorised signatory of the company \_\_\_\_\_, acting in the capacity of lead partner, to sign this tender and any Contract resulting from it on our behalf.

The authorization is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

We further declare that the information provided in the tender is true and correct and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the KING SABATA DALINDYEBO MUNICIPALITY.

We have examined Annexure F: Joint Venture Disclosure Form of the Employer’s procurement policy and will upon request by the Employer provide a completed and signed copy of it.

Name of Firm	Address	Authorizing signature, Name & Capacity
Lead partner		

Should the Bidder have, in the opinion of the KING SABATA DALINDYEBO MUNICIPALITY, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the KING SABATA DALINDYEBO MUNICIPALITY may, in its sole discretion:

- \* Ignore any tenders without advising the Bidder thereof
- \* Cancel the Contract without prejudice to any legal rights the KING SABATA DALINDYEBO MUNICIPALITY may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the KING SABATA DALINDYEBO MUNICIPALITY Code of Conduct, this could seriously impair future business relations between the KING SABATA DALINDYEBO MUNICIPALITY and such Bidder.

**D. Certificate for sole proprietor.**

I, \_\_\_\_\_, hereby confirm that I am the sole owner of the  
business trading as \_\_\_\_\_

I further declare that the information provided in the tender is true and correct and  
documentary proof regarding any tendering issue will, when required, be submitted to the  
satisfaction of the KING SABATA DALINDYEBO MUNICIPALITY.

As witnesses:-

1. \_\_\_\_\_  
Signature: Sole owner

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

Should the Bidder have, in the opinion of the KING SABATA DALINDYEBO MUNICIPALITY,  
acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender,  
then the KING SABATA DALINDYEBO MUNICIPALITY may, in its sole discretion:

- \* Ignore any tenders without advising the Bidder thereof
- \* Cancel the Contract without prejudice to any legal rights the KING SABATA DALINDYEBO MUNICIPALITY may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the KING  
SABATA DALINDYEBO MUNICIPALITY Code of Conduct, this could seriously impair future  
business relations between the KING SABATA DALINDYEBO MUNICIPALITY and such Bidder.



**E. Certificate for Close Corporation**

We, the undersigned, being the members of the business

-----  
hereby authorise Mr/Ms \_\_\_\_\_ acting in the  
capacity of \_\_\_\_\_ to sign all documents in connection with  
this tender and any Contract resulting from it.

We further declare that the information provided in the tender is true and correct and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the KING SABATA DALINDYEBO MUNICIPALITY.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the members upon whom rests the direction of the affairs of the Close Corporation as a whole.

Should the Bidder have, in the opinion of the KING SABATA DALINDYEBO MUNICIPALITY, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the KING SABATA DALINDYEBO MUNICIPALITY may, in its sole discretion:

- \* Ignore any tenders without advising the Bidder thereof
- \* Cancel the Contract without prejudice to any legal rights the KING SABATA DALINDYEBO MUNICIPALITY may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the KING SABATA DALINDYEBO MUNICIPALITY Code of Conduct, this could seriously impair future business relations between the KING SABATA DALINDYEBO MUNICIPALITY and such Bidder.

**T2.2 B Declaration claiming Quality Points entitlement**

## EVALUATION CRITERIA

ITEM	CRITERIA FOR FUNCIONALITY	POINTS
<b>TRACK RECORD AND EXPERIENCE</b>	<ul style="list-style-type: none"> <li>• <b>5 Contactable references</b> of similar or related services provided within the last 5 years.</li> <li>• <b>5 Contactable references</b>, to include, Company Name, contact person, and contact details where similar projects were completed successfully (please provide appointment letters / purchase orders )</li> <li>• <b>0 reference letter = 0 points</b></li> <li>• <b>1 reference letter = 5 points</b></li> <li>• <b>2 reference letters = 10 points</b></li> <li>• <b>3 reference letters = 20 points</b></li> <li>• <b>5 reference letters = 50 points</b></li> </ul>	<b>50</b>
<b>METHODOLOGY</b>  <b>PROJECT APPROACH TO IMPLEMENT PROPOSED SOLUTION</b>	<b>Proposed Approach to the project highlighting:</b> <ul style="list-style-type: none"> <li>• Project Management skills – vendor should assign a PM to coordinate transition &amp; transformation stages managing.</li> <li>• Provisioning, installation, testing, trouble shooting and billing reconciliation.</li> <li>• Project implementation schedule and roll-out plan (including major milestones and deliverables).</li> <li>• Describe proposed tools and methodologies the service provider will use as part of the implementation / transition.</li> <li>• CV's and roles of all personnel to be assigned in line with scope of work.</li> </ul>	<b>25</b>  5  5  5  5  5
<b>TRAINING REQUIREMENT</b>	<b>Training Technical</b>  Proof of certified training provided	<b>25</b>
	<b>TOTAL</b>	<b>100</b>

**NOTE:** Bidders will have to score a minimum of **70 points** out of a maximum of **100 points** for functionality, in order to qualify to be assessed for price. Failure to meet the minimum specified Targeted Procurement Goals will result in the tender being considered non-responsive and will not be considered for award.



It is hereby declared that the Income Tax, Value Added Tax (VAT) and KING SABATA DALINDYEBO MUNICIPALITY Levy obligations of the above-mentioned taxpayer(s), which includes the rendition of returns and payment of the relevant taxes: have been satisfied in terms of the relevant Acts; or that suitable arrangements have been made with the Receiver of Revenue and the KING SABATA DALINDYEBO MUNICIPALITY to satisfy them.\*

..... Signature	..... Capacity	..... Date
--------------------	-------------------	---------------

Please note: \* The declaration (ii) cannot be made unless formal written arrangements have been made with the Receiver of Revenue and/or KING SABATA DALINDYEBO MUNICIPALITY with regard to any outstanding revenue/tax returns or levies. The levy declaration applies only to KING SABATA DALINDYEBO MUNICIPALITY levy payers.

Bidder.....

Signature of Bidder..... Date.....

**T2.2 D Compulsory Enterprise Questionnaire**

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise: .....

Section 2: VAT registration number, if any: .....

Section 3: Professional registration number, if any: .....

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number .....

Close corporation number .....

Tax reference number .....

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

Name of spouse, child	Name of institution, public	Status of service

or parent	office, board or organ of state and position held	(tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- b) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise  
Name



**T2.2 G Certified copy of BBBEE certificate**

(Attach copy)



**T2.2 H Valid Tax Clearance SARS Certificate**

(Attach original)

## **T2.2 I Company Shareholding Certificate and Supporting Details**

(Attach certified copies to include Shareholding Certificate, IDs of Shareholders and Proof of disability of a Shareholder where applicable)

**T2.2 J Proof of Office Residence**

(Attach copy)

**CONTRACT VOLUME PART C1: AGREEMENT AND CONTRACT DATA**

**C1.1 Form of offer and acceptance**

**Offer**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a Contract: **REQUEST FOR THE ADVERTISEMENT OF SERVICE PROVIDER TO MANAGE PARKING SYSTEM IN KSD: SCM NO. 073/2019/20.**

The Bidder, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....Rand (in words);

R..... (in figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the tender data, whereupon the Bidder becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

**Signature:**.....**Name:** .....

**Capacity:** .....

**For the Bidder:** .....

.....

(Name and domiciliumcitandi of organization)

**Name and Signature of Witness:**.....**Date:**.....

**Acceptance**

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Bidder’s offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of Contract identified in the Contract Data. Acceptance of the Bidder’s offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this agreement and in the Contract that is the subject of this agreement.

The terms of the Contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this agreement)

Part C2 Pricing Data

Part C3 Scope of work.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer’s agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed, signed copy of this document, including the schedule of deviations (if any). Unless the Bidder (now Service Provider) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding Contract between the parties.

**Signature(s):**.....**Name(s)**.....

**Capacity:** MUNICIPAL MANAGER

**FOR KING SABATA DALINDYEBO LOCAL MUNICIPALITY,CNR SUTHERLAND & OWEN STREET MTHATHA, 5099**

(Name and domiciliumcitandi of organization)

Name and Signature of Witness: ..... Date: .....

**OFFICIAL STAMP:**



## **C1.2.1 CONDITIONS OF CONTRACT**

### **C1.2.1.1 GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **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 (GCC) will form part of all Bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific Bid, supplement the GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.

#### **b. Definitions**

b. The following terms shall be interpreted as indicated:

- 1.1 **“Acceptable bid”** means any bid, which, in all respects, complies with the specifications and conditions of the bid as set out in the bid document.
- 1.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of State for the provision of goods, works or services.
- 1.3 **“Black enterprise”** means an enterprise that is 50,1% owned by black persons and where there is substantial management control. Ownership refers to economic interest while management refers to the membership of any board or similar governing body of the enterprise.
- 1.4 **“Black empowered enterprise”** means an enterprise that is at least 25,1% owned by black persons and where there is substantial management control. Ownership refers to economic interests. Management refers to executive directors. This is whether the black enterprise has control or not.

- 1.5 **“Black people”** includes all African, Coloured or Indian persons who are South African citizens by birth or by descent or who were naturalised prior to the commencement of the constitution in 1993. In addition, the term also includes black people who became South African citizens after the constitution’s commencement but who would have been able to be naturalised prior to this, were it not for the Apartheid laws which prohibited naturalisation of certain persons. This means that an African, Coloured or Indian person who was not a South African citizen before the commencement of the constitution in 1993 but who would have been entitled to apply to be naturalised prior to 1993, will also be considered a black person and therefore a beneficiary of BEE.
- 1.6 **“Black woman-owned enterprise”** means an enterprise with at least 25,1% representation of black women within the black equity and management portion.
- 1.7 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.8 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 1.9 **“Community or broad-based enterprise”** means an enterprise that has an empowerment shareholder who represents a broad base of members such as a local community or where the benefits support a target group, for example black women, people living with disabilities, the youth and workers. Shares are held via direct equity, non-profit organisations and trusts.

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

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

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



- 1.11 **“Contract”** means the written agreement entered into between the Municipality and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.12 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.13 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 1.14 **“Co-operative or collective enterprise”** is an autonomous association of persons who voluntarily join together to meet their economic, social and cultural needs and aspirations through the formation of a jointly-owned enterprise and democratically controlled enterprise.
- 1.15 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.16 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.17 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.18 **“Day”** means calendar day.
- 1.19 **“Delivery”** means delivery in compliance with the conditions of the contract or order.
- 1.20 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.

- 1.21 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.22 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 1.23 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.24 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 1.25 **“Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the Municipality in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.26 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.27 **“GCC”** means the General Conditions of Contract.
- 1.28 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the Municipality under the contract.
- 1.29 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen –
- 1.29.1 who, due to the Apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993) (“the interim Constitution); and/or

1.29.2 who is a female; and/or

1.29.3 who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI.

- 1.30 **Imported content** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.31 **Local content** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.32 **Management** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 1.33 **The Municipality** means KING SABATA DALINDYEBO MUNICIPALITY
- 1.34 **Manufacture** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.35 **Order** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.36 **Owned** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 1.37 **Parliament** means Parliament of the Republic of South Africa as set out in Chapter Four of the Constitution.
- 1.38 **Person** includes reference to a juristic person.
- 1.39 **Project site** where applicable, means the place of delivery being Mount Ayliff main stores.

- 1.40 **“Purchaser”** means the organization purchasing the goods.
- 1.41 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of the bid invitations, and includes all applicable taxes and excise duties.
- 1.42 **“Republic”** or **“RSA”** means the Republic of South Africa.
- 1.43 **“RFP”** means Request for Proposal.
- 1.44 **“RFT”** means Request for Tender.
- 1.45 **“RFQ”** means Request for Quotation.
- 1.46 **“SCC”** means the Special Conditions of Contract.
- 1.47 **“Secretary”** means the Secretary to Parliament.
- 1.48 **“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.
- 1.49 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations, 2001. In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of State to give particular consideration to procuring locally manufactured products.
- 1.50 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act 102 of 1996).
- 1.51 **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such a primary contractor in the execution of part of a project in terms of the contract.
- 1.52 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

- 1.53 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 1.54 **“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the Municipality 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.

## **4. Standards**

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

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

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Municipality in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 1.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the Municipality and shall be returned (all copies) to the Municipality on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the Municipality to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the Municipality if so required by the purchaser.

## **6. Patent rights**

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

## **7. Performance security – N/A**

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of Parliament or an organisation acting on behalf of Parliament.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the Municipality 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 analysed 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 Municipality 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 Municipality 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.

10.2 Documents to be submitted by the supplier are specified in the tender document.

## **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 tender document.

## **12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the tender document. All materials priced must include delivery.

### **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:
- (b) 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;
  - ® 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
    - ® 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 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:
- (b) such spare parts as the Municipality 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 Municipality of the pending termination, in sufficient time to permit the Municipality to procure needed requirements; and
  - (b) following such termination, furnishing at no cost to the Municipality 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 (36) 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.
- 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 24 hours 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 24 hours, the Municipality 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 Municipality may have against the supplier under the contract.

## **16. Payment**

- 16.1 N/A
- 16.2 The supplier shall furnish the Municipality with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the Municipality but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand.

## **17. Prices**

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid.

## **18. Contract amendments**

- 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.

## **19. Assignment**

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

## **20. Subcontracts**

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

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the Municipality in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the Municipality 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 Municipality shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the Municipality shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Municipality 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:

(b) 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 Municipality pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

® if the supplier, in the judgment of the Municipality has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the Municipality terminates the contract in whole or in part, the Municipality 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 Municipality for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

## **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the Municipality in writing of such condition and the cause thereof. Unless otherwise directed by the Municipality 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 Municipality 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 Municipality 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 as agreed between the Municipality the Bidder and the independent intermediary.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (b) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the Municipality shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(b) the supplier shall not be liable to the Municipality 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 Municipality and

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

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, Parliament 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 (**SARS**).

### **33. Ownership and Copyright**

33.1.1 Ownership of all products produced in terms of this agreement, of whatever nature, vest in the purchaser.

33.1.2 The copyright of products, of whatever nature, commissioned and produced in terms of this agreement, and that have been paid for by the Employer are owned exclusively by the purchaser.

## C1.2 Contract Data

### C1.2.2 Part 1: Data provided by the Employer

Clause	Data
1	<p><b>Employer:</b> The Employer is the KING SABATA DALINDYEBO MUNICIPALITY The authorized and designated representative of the employer is: Name: Mr L. Maka, Acting Municipal Manager, KING SABATA DALINDYEBO MUNICIPALITY.</p> <p>The Employer's address for receipt of communications is: KING SABATA DALINDYEBO LOCAL MUNICIPALITY MUNITATA BUILDING, CNR SUTHERLAND &amp; OWEN STREET P.O. Box 45 UMTATA, 5099 Tel: +27(047) 5014000 Fax: +27(047) 531 2085</p>
1	<p><b>Period of Performance:</b> All services shall be completed within the time frames set out in the final project programme to be drawn up jointly between the Employer and the Service Provider.</p>
3.14.1	The final programme shall be submitted within 7 working days of the award of the contract.
9.1	Copyright shall vest in the Employer

**C1.2 Contract Data**

**C1.2.3 Part 2: Data provided by the Service Provider**

Clause	Contract Data
1.	<p>The Service Provider is</p> <p>.....</p> <p>Address .....</p> <p>.....</p> <p>Registered Company/Close Corporation Name (if applicable) is</p> <p>.....</p> <p>VAT registration number.....</p> <p>Bank name &amp; branch.....</p> <p>Bank account number.....</p> <p>The Service Provider’s address for receipt of communications is:</p> <p>Telephone: .....</p> <p>Facsimile: .....</p> <p>E-mail: .....</p> <p>Address: .....</p> <p>.....</p> <p>.....</p>
5.3	<p>Name of designated representative.....</p> <p>Professional registration category.....</p> <p>Professional registration number.....</p> <p>Years of experience in the consultancy industry.....</p>



<b>7. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS</b>
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It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder’s tax obligations.

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be accepted.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za)
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website [www.sars.gov.za](http://www.sars.gov.za)

SIGNATURE:	NAME (PRINT):	
CAPACITY:	DATE:	
NAME OF FIRM:		

**PRICING SCHEDULE – NON-FIRM PRICES  
(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid Number.....
Closing Time .....	Closing Date .....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

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ITEM NO. <b>** (ALL APPLICABLE TAXES INCLUDED)</b>	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
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Required by:..... At:.....

- Brand and model .....

- Country of origin .....

- Does the offer comply with the specification(s)? \*YES/NO

- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: \*Firm/Not firm

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

\*Delete if not applicable

**PRICE ADJUSTMENTS**

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4.

**FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.**

FACTOR (D1, D2 etc. e.g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

## DECLARATION OF INTEREST

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1. Any legal person, including person employed by the state, or persons having a kinship with persons employed by the state, including a blood relationship cannot, may make an offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/ her authorized representative declare his/her position in relation to the evaluating / adjudicating authority and / or take an oath declaring his / her interest, where -

– the bidder is employed by the state; and /or

– the legal person on whose behalf the bidding document is signed, has a relationship with persons / a person who are / is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person per persons for or on whose behalf the declaring acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Are you or any person connected with the bidder, **YES / NO** employed by the state?

2.1.2 If so, state particulars.

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2.2 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the state and who may be involved with the evaluation and or adjudication of this bid?

2.2.1 If so, state particulars.

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

2.3.1 If so, state particulars.

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**DECLARATION**

I, the undersigned (name).....

certify that the information furnished in paragraphs 2.1 to 2.3.1 above is correct. I accept that the state may act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

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**SIGNATURE** **DATE**

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**POSITION** **NAME OF BIDDER**



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

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

3.7.	Are you presently in the service of the state?	YES	NO
3.7.1.	If so, furnish particulars:		
3.8.	Have you been in the service of the state for the past twelve months?	YES	NO
3.8.1.	If so, furnish particulars:		

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

(a) a member of –

i. any municipal council;

ii. any provincial legislature; or

iii. the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.9.1.	If so, furnish particulars:		
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.10.1.	If so, furnish particulars:		
3.11.	Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.11.1.	If so, furnish particulars:		
3.12.	Is any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.12.1.	If so, furnish particulars:		

#### 4. DECLARATION

I, the undersigned (name) \_\_\_\_\_,  
certify that

the information furnished in paragraph 3 above is correct.

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

**9. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES (80/20)**

**NB:**

**Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2011.**

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

1.3. Preference points for this bid shall be awarded for:

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

1.3.1. The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1. Price	80
1.3.1.2. B-BBEE status level of contribution	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.4. Failure on the part of a bidder to fill in and/or to sign this form will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5. Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) 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 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 preferences, in any manner required by the Municipality.

## **2. DEFINITIONS**

- 2.1. "All Applicable Taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3. "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4. "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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5. "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6. "Comparative Price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

- 2.7. “Consortium or Joint Venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8. “Contract” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9. “EME” means any enterprise with an annual total revenue of R5 million or less (except where Sector Charter Thresholds apply);
- 2.10 “Firm Price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “Functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “Non-firm Prices” means all prices other than “firm” prices;
- 2.13 “Person” includes a juristic person;
- 2.14 “Rand Value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “Sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “Total Revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 “Trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “Trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1. The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3. Points scored must be rounded off to the nearest 2 decimal places.
- 3.4. In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

#### 4.1. 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**

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

**Where:**

- $P_s$  = Points scored for comparative price of bid under consideration  
 $P_t$  = Comparative price of bid under consideration  
 $P_{\min}$  = Comparative price of lowest acceptable bid

## 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1. In terms of Regulation 5 (2) and 6 (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:

### **PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS**

<b>Functionality</b>	-	<b>80 points</b>
<b>B-BBEE Status Level</b>	-	<b>20 points</b>
<b>TOTAL</b>	-	<b>100 points</b>

### **ALLOCATION OF POINTS FOR BBEE**

<b>B-BBEE Status Level Contributor</b>	<b>Number of Points</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Failure to comply with these conditions may invalidate your offer.

5.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a CERTIFIED COPY thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE



scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6. BID DECLARATION

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

<b>B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1</b>	
6.1.1 B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
6.1.2 Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

## 2. SUB-CONTRACTING

7.1. Will any portion of the contract be sub-contracted? ( <i>Tick applicable box</i> )	YES		NO	
7.1.1. If yes, indicate:				
7.1.1.1. what percentage of the contract will be subcontracted?				%
7.1.1.2. the name of the sub-contractor?				
7.1.1.3. the B-BBEE status level of the sub-contractor?				
7.1.1.4. whether the sub-contractor is an EME? ( <i>Tick applicable box</i> )	YES		NO	

## 3. DECLARATION WITH REGARD TO COMPANY/FIRM

<b>Name of Enterprise</b>			
<b>VAT registration number</b>			
<b>Company registration number</b>			
<b>TYPE OF ENTERPRISE (<i>Tick applicable box</i>)</b>	Partnership / Joint Venture / Consortium		
	One person business / sole proprietor		
	Company		
	Close Corporation		
<b>Describe principal business activities</b>			
<b>Company Classification (<i>Tick applicable box</i>)</b>	Manufacturer		
	Supplier		
	Professional service provider		
	Other service providers, e.g. transporter, etc.		

<b>TOTAL NUMBER OF YEARS THE ENTERPRISE HAS BEEN IN BUSINESS</b>
--

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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

SIGNATURE:	NAME (PRINT):	
CAPACITY:	DATE:	
NAME OF FIRM:		

<b>10. MBD 7.2 CONTRACT FORM-RENDERING OF SERVICES</b>
--

**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 fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2	.....

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

**11. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

<p>4.1 Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector?</p> <p><i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i></p>	<p><b>Yes</b></p>	<p><b>No</b></p>
<p>4.1.1 If so, furnish particulars:</p>		

<p>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)?</p> <p><i>(To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i></p>	<b>Yes</b>	<b>No</b>
<p>4.2.1 If so, furnish particulars:</p>		
<p>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?</p>	<b>Yes</b>	<b>No</b>
<p>4.3.1 If so, furnish particulars:</p>		
<p>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?</p>		
<p>4.4.1 If so, furnish particulars:</p>		
<p>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?</p>		
<p>4.7.1 If so, furnish particulars:</p>		



**5. 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:	NAME (PRINT):	
CAPACITY:	DATE:	
NAME OF FIRM:		

<b>12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION</b>
---

1. This Municipal Bidding Document (MBD) must form part of all bids 2 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). 3 Collusive bidding is a per 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:

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

In response to the invitation for the bid made by:

### **KING SABATA DALINDYEBO MUNICIPALITY**

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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:

*2 Includes price quotations, advertised competitive bids, limited bids and proposals.*

*3 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.*

(a) has been requested to submit a bid in response to this bid invitation;

(b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium 4 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:

f) Prices;

g) Geographical area where product or service will be rendered (market allocation

h) Methods, factors or formulas used to calculate prices;

- i) The intention or decision to submit or not to submit, a bid;
- j) The submission of a bid which does not meet the specifications and conditions of the bid;  
or
- k) Bidding with the intention not to win the bid.

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

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

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

**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.***

SIGNATURE:	NAME (PRINT):	
CAPACITY:	DATE:	
NAME OF FIRM:		

# **SCOPE OF WORK**

**REQUEST FOR THE ADVERTISEMENT OF SERVICE PROVIDER TO MANAGE PARKING SYSTEM FOR A PERIOD OF THREE (03) YEARS IN KSDLM: BID NOTICE NO: 073/2019/20**

## **Parking Marshal System Tender Specification**

### **Tender Background**

This tender calls for a parking control system to be managed through the deployment of parking marshals equipped with handheld terminals and printers. All these terminals must be on-line “connected” back to a server which will capture all the parking data and provide such reports, in a form as required to operate the system.

The parking marshals must be able to take up-front payment and issue a display ticket to the motorist for display on their windscreen. In cases where the motorist undertakes to pay on return to their vehicle, the terminal must allow the marshal to take a payment on-departure from the motorist.

Where a motorist does not pay up-front or on-departure, then that transaction must be automatically added to an unpaid fees system. When that motorist parks again in the site, the up-paid fees system must allow that marshal to issue an un-paid notice and take payment for the un-paid fees.

Should a motorist continue to ignore payment of multiple up-paid fees notices, then the system must automatically highlight this fact centrally, allowing for enforcement, through clamping, to take place.

### **Site Parking Bay Mapping**

The parking control system must have an Editable Parking GIS (Geographic Information System) that contains all bay information and tariff information.

The contractor must map the site and have this map created in the Parking GIS with the following features:

- a. The Parking GIS should allow for the addition and removal of bays as well as the grouping of multiple bays into a precinct.
- b. Each bay should have a unique, static, three-digit bay number and all data collected by the marshals for that specific bay must be linked to that specific bay number.
- c. If a bay is removed from active service, its entire data history must remain accessible and not be deleted.
- d. The Parking GIS must be able to produce comprehensive hardcopy maps to allow for system deployment in the field.

- e. The Parking GIS must provide data in real-time for a Real Time Viewer showing all bay data as well as all parked vehicles and their payment status. This system must be web based allowing the “live” information to be viewed with nothing more than a lap top and Chrome browser.
- f. The Real Time Viewer must be password protected allowing restricted access.

## **Occupancy Management System – TAG Vehicle Sensor**

The parking control system must make use of a passive TAG vehicle sensor installed in each bay which the marshal shall be instructed, by the terminal, to tag to verify an empty parking bay.

Key Features of the Occupancy Management System (OMS)

- a. The OMS must deliver a vehicle parking accuracy of more than 95%.
- b. There must be no road surface damage, the TAG vehicle sensors are to be glued onto the surface of the road.
- c. The TAG vehicle sensors must have a very small physical footprint on the road, approximately (100mm x 80mm x 10mm).
- d. There must be no power or radio installation required for the TAG vehicle sensors to function.
- e. Key to this must be the interaction of the marshal and the Tag to ensure that the marshals rely on the TAG’s presence to achieve a high-performance score.

## **Field Equipment – Terminal & Printer**

The field equipment should consist of a handheld terminal and a separate, blue tooth, 80mm printer. Both should be tough and must be able to survive a 1m drop onto a hard surface.

The specifications for the Handheld Terminal:

- a. The user interface must be designed to be simple, intuitive and user friendly.
- b. It should have a large, high contrast backlit liquid crystal display with a multifunctional keyboard and built in access card reader.
- c. The Handheld Terminal must synchronise its local Clock with the server Time several times a day.
- d. The terminal must be able to download new software from the server via the cellular network each day should this be undated at any time.
- e. Connection by the terminal to the server must be via a cellular modem conforming to FCC ID: 09EWMP100.
- f. The Bluetooth connection to the printer must conform with FCC ID: ED9LMX9838

- g. The plastics and electronics used to manufacture the terminal must be RoHs compliant.
- h. Batteries in the terminal should have a life expectancy of at least 3 years and should power the terminal for at least 9 hours per full charge use.

The specifications for the Printer:

- a. The Printer must be used as a joint, but separate component to the terminal.
- b. Every printer should uniquely identifiable and be pairable to any one terminal at any time.
- c. The printer must connect to the terminal using a wireless Bluetooth connection.
- d. The printer should have a separate battery supply and fully charged, must have in excess of 3 days in "Ready to print" standby mode.
- e. The printer must be capable of printing over 150 meters of paper on a full charge.
- f. The printer must be housed in an impact resistance steel and rubber chassis.
- g. The printer must have a waist strap that is easily removed and clipped into place.
- h. The printer must be able to work in all weather conditions and should have an IP rating of IP54.

Security Features

The parking control system must have the following security features:

- a. A Handheld Terminal must be registered with the server before it can be used.
- b. The Handheld Terminal must have their SIM card's PIN registered with the server preventing the SIM card from being replace and used elsewhere.
- c. The data link between the Handheld Terminal and the server must be encrypted.
- d. Precincts must only be active for one day at a time to avoid unauthorised revenue collection. Supervisors must activate the precincts in the morning before marshals log on.
- e. Marshals must log on in the morning with electronic confirmation by their supervisors.
- f. All access cards used by the Site Managers, Zone Monitors, Supervisors and Marshals must all be PIN protected.
- g. All Handheld Terminal's tasks and permissions must be managed by the server ensuring that the terminals will only perform the functions required by that user.
- h. All activity on the terminal and printer must be logged by the server.

## **Personnel Structure/Duties**

Each Parking Marshal shall manage a precinct of 5 to 7 bays and shall form part of a group of parking marshals managing the entire parking of KSD Municipality. Each group shall have a Supervisor to oversee the group.

Each member of Parking Management Team, be it a Marshal or Supervisor etc... must be issued with an access card and PIN code allowing them to log on securely to the system using a handheld parking system. This is to maintain absolute auditable integrity.

Each day the Parking Marshals will:

1. Record all parked vehicles onto the handheld terminal by capturing the vehicles registration numbers
2. Explain the parking system and tariffs to the motorists.
3. Encourage motorists to pay enough so that their time does not expire
4. Take a second payment, on the motorist's return to the vehicle as required.
5. Un-park the vehicle off the handheld terminal when the vehicle exits the parking bay.

Each day a Supervisor will:

1. Stand parade with the marshals and under the supervisor of site/zone manager conduct an inspection of the marshals' dress code as well the correct operation of the equipment.
2. Deploy the parking marshals to their precincts in the morning.
3. Do observations on all parking marshals continuously during the day.
4. Cash up all the parking marshals periodically each day and do reconciliation daily at the end of each business day.
5. Ensure that all the field equipment is on charge overnight and ensure power backup

## **Parking Marshal Human Resource Management through a Performance Management System**

The parking control system must include a HR management tool that allows the operator to see the individual marshal performance each day.

Requirements of this include:



- a. The system must measure a parking marshal's performance daily and produce a report each morning for the management to view each marshal's performance and address any problem areas.
- b. The reports should be simple to understand using 3 colours to indicate the level of performance of the parking precinct such as BAD, POOR/CAUTION, GOOD.

## **End of day Cashing up**

The parking control system must have a comprehensive end of day cash up and reconciliation system covering all cash payments made by motorists.

Key features of this include:

- a. At the end of each day a cash-up slip must be generated by the marshal's terminal which is signed off by both the marshal and the supervisor.
- b. After a Supervisor has cashed up their marshals, they must be able to produce a group cash up report showing all the monies received from the marshal by the supervisor.
- c. Once all supervisors have handed the cashed-up monies to the site manager, this should be banked and reconciled independently, with the systems cash up reports produced each morning following the day of collection.
- d. All forms of electronic payment must be reconciled to the end of day cash up report.

## **Un-Paid Fees**

When a motorist does not pay the marshal for their parking, or they do not pay enough for the time they parked, the parking control system must automatically log an un-paid fee for that event.

Key features of this system include:

- a. When a motorist parks, the system must do an automatic server look up for any prior un-paid fees for that vehicle registration.
- b. If there are un-paid fees for that vehicle, then the marshal must be able to issue that motorist with an un-paid notice from their handheld terminal.
- c. The marshal must also be able to take payment from the motorist for the un-paid fees using their handheld terminal.
- d. Motorists must also be able to go on-line to check the value of any un-paid fees by entering their vehicle registration number and a notice reference number.
- e. The system must provide daily reports showing the potential distribution of up-paid fee notices and the actual distribution of un-paid fee notices for each marshal.

## **Real Time Parking Viewer and Reports**

Core to the system should be the ability to view the parking site on-line and in real time.

- a. The viewer must be an internet based system that can be accessed through google Chrome on any fixed/portable PC, mobile smart phone or tablet, that has an internet connection.
- b. Users of both the client and service provider must be setup on the server with and ID Codes and password.
- c. Each user must only be given access to sites and information that relate to their specific scope of operation.
- d. Individual precincts must be viewable, showing marshal statistics for that day.
- e. The Viewer must be available to all stakeholders of the parking system.
- f. Reports must be accessible through the Viewer including but not limited the following:
  - i. Marshal performance reports.
  - ii. Precinct performance reports.
  - iii. Supervisor reports.
  - iv. Daily Site Managers Reports.
  - v. Monthly Site Owner Reports.
- g. The up-paid fees for each vehicle parked must be shown on the Viewer as required allowing for the control and direction of law enforcement to the most serious non payers.

## **Motorist Feedback**

The parking control system must have a web portal that allows motorists to report any issues they may have while parking.

The portal should all for the entry of:

- a. The motorists name, email address and mobile phone number.
- b. The location where the incident happened, the parking marshal number as well as the precinct number.
- c. The invoice number and the date and time of the event.

- d. Lastly the motorist should have a text entry field where they can describe the issue in detail before submitting it to the system.