



# CONTRACT NO: F (R) 14/2023

TENDERS ARE HEREBY INVITED FROM EXPERIENCED AND SUITABLY QUALIFIED SERVICE PROVIDERS FOR THE PROVISION OF OUTLETS OR FACILITIES FOR THE RECEIPTING OF MUNICIPAL ACCOUNT PAYMENTS AND THE VENDING OF PREPAID WATER AND ELECTRICITY INCLUDING PROVISION AND MAINTENANCE OF A VENDING SYSTEM FOR A PERIOD OF THREE (3) YEARS.

NAME OF TENDERER: \_\_\_\_\_  
CENTRAL SUPPLIER DATABASE (CSD) MAAA  
TAX COMPLIANCE STATUS \_\_\_\_\_  
(TCS) PIN ON: \_\_\_\_\_  
TELEPHONE No: \_\_\_\_\_  
TELEFAX No: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

October 2022

Issued by:  
Municipal Manager  
Mogale City Local Municipality  
P O Box 94  
**KRUGERSDORP**  
1740

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**PART A**

**INVITATION TO BID**

**MBD 1**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF MOGALE CITY LOCAL MUNICIPALITY**

<b>BID NUMBER:</b>	<b>F (R) 14/2023</b>	<b>CLOSING DATE:</b>	<b>29 NOVEMBER 2022</b>	<b>CLOSING TIME:</b>	<b>11:00</b>
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<b>DESCRIPTION</b>	<b>TENDERS ARE HEREBY INVITED FROM EXPERIENCED AND SUITABLY QUALIFIED SERVICE PROVIDERS FOR THE PROVISION OF OUTLETS OR FACILITIES FOR THE RECEIPTING OF MUNICIPAL ACCOUNT PAYMENTS AND THE VENDING OF PREPAID WATER AND ELECTRICITY INCLUDING PROVISION AND MAINTENANCE OF A VENDING SYSTEM FOR A PERIOD OF THREE (3) YEARS.</b>
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**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

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

**CNR. COMMISSIONER & MARKET STREET**

**CIVIC CENTRE**

**MOGALE CITY**

**KRUGERSDORP**

**1740**

**SUPPLIER INFORMATION**

<b>NAME OF BIDDER</b>	
-----------------------	--

<b>POSTAL ADDRESS</b>	
-----------------------	--

<b>STREET ADDRESS</b>	
-----------------------	--

<b>TELEPHONE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>	
-------------------------	-------------	--	---------------	--

<b>CELLPHONE NUMBER</b>	
-------------------------	--

<b>FACSIMILE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>	
-------------------------	-------------	--	---------------	--

<b>E-MAIL ADDRESS</b>	
-----------------------	--

<b>VAT REGISTRATION NUMBER</b>	
--------------------------------	--

TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes  <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes  <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes  <input type="checkbox"/> No  [IF YES, ANSWER PART B:3 ]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT/ DIVISION	Supply Chain Management Unit	CONTACT PERSON	Nomvuzo Mmemezi		
CONTACT PERSON	Kefilwe Jobeta	TELEPHONE NUMBER	(011) 951 2083/083 764 7870		
TELEPHONE NUMBER	(011) 951-2177 / 2541 / 2014 / 0832802965	FACSIMILE NUMBER			
FACSIMILE NUMBER		E-MAIL ADDRESS	<a href="mailto:nomvuzo.mmemezi@mogalecity.gov.za">nomvuzo.mmemezi@mogalecity.gov.za</a>		
E-MAIL ADDRESS	<a href="mailto:kefilwe.jobeta@mogalecity.gov.za">kefilwe.jobeta@mogalecity.gov.za</a>				

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

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

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

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

DATE: .....

ADVERTISED IN: The Star  
PUBLISHING DATE: Friday, 28 October 2022  
TENDER NOTICE: F (R) 14/2023

### MOGALE CITY LOCAL MUNICIPALITY

Tenders are hereby invited for the following Office: Finance: Section: Revenue Management

**TENDER NO: F (R) 14/2023**

**TENDERS ARE HEREBY INVITED FROM EXPERIENCED AND SUITABLY QUALIFIED SERVICE PROVIDERS FOR THE PROVISION OF OUTLETS OR FACILITIES FOR THE RECEIPTING OF MUNICIPAL ACCOUNT PAYMENTS AND THE VENDING OF PREPAID WATER AND ELECTRICITY INCLUDING PROVISION AND MAINTENANCE OF A VENDING SYSTEM FOR A PERIOD OF THREE (3) YEARS.**

**Adjudication: 80/20**

Tenders will be evaluated using functionality evaluation **criteria of 40 points** of which the service provider is required to score the minimum of **30 points** in order to be considered for further evaluation. Tenders will be evaluated using the 80/20 preference point system which awards 80 points for Price and 20 points for attaining the BBEE status level of contribution in accordance with the table below:

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

**Documents Collection:** Documents can be downloaded from the e-portal or Mogale City Website.

Technical Enquiries: Nomvuzo Mmemezi      Tel: (011) 951 2083 / 083 764 7870

Tender Documents: Kefilwe Jobeta      Tel: (011) 951 2177 / 2541/2541/0832802965

**Documents available:** As from **Friday, 28 October 2022** on [www.etenders.gov.za](http://www.etenders.gov.za) or [www.mogalecity.gov.za](http://www.mogalecity.gov.za)

**Closing date: Tuesday, 29 November 2022      Time: 11:00      Tender Box**  
Venue: Tender boxes are situated at the reception desk of the Supply Chain Management Unit, situated on the upper level of the West Wing of the Mogale City Civic Centre, Corner Commissioner and Market Streets in Krugersdorp.

## **MANDATORY DOCUMENTS:**

1. **Tax Clearance Certificate / Tax Compliance Status documents with Pin.**  
Each company within the Joint Venture / Consortium must submit Tax Clearance Certificate or a copy of Tax Compliance Status document with Pin
2. **Certified copies of ID's for company/entity directors**
3. **The bidding entity as well as all its directors must submit Municipal account not more than three (03) months / ninety (90) days plus in arrears at the time of the closing date.**
4. **A valid lease agreement which is in the name of the business and or directors /shareholders, which must stipulate who is responsible for payment of Municipal services; or**
5. **If the Bidding Entity operates from informal settlement and is not responsible for Municipal account/services.**
- 5.1. **the bidder must submit confirmation on Municipality/Metro letterhead signed and stamped from the ward councilor/delegate.**
6. **If the Bidding Entity operates from parents' place and is not responsible for Municipal account:**
  - 6.1 **the bidder must submit the property owner's Municipal account and a Sworn Affidavit of the property owner with and original stamp from the Commissioner of Oaths.**
7. **Sign Declaration of Municipal Account**
8. **Central Supplier Database (CSD) registration report**
9. **Completed and Signed Schedule of Quantities**
10. **Authority of Signatory must be completed and signed in case of a business not sole proprietor or one-person business or board of director's resolution authorizing signature to sign off the bid documents.**
11. **MBD 1: Invitation to tender**
12. **MBD 4. Declaration of Interest.**
13. **MBD 6.1 Preferential Points**
14. **MBD 8: Declaration of bidders past supply chain management practices**
15. **MBD 9: Certificate of independent bid determination.**

## **BIDDING TENDER CONDITIONS:**

1. All suppliers of good & services are urged to register in the National Treasury web based Central Suppliers Database with Effect from 1 July 2016 @ [www.csd.gov.za](http://www.csd.gov.za)
2. As per National Treasury Instruction No.4 A of 2016/2017 National Treasury Supplier Database, organs of state must ensure that suppliers awarded business with the State are registered on the CSD prior to award letter/purchase order/signed contract being issued.
3. According to the amended Codes of Good Practice, an *Exempted Micro Enterprise (EME)* is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R10 million or less and level of Black ownership to claim BEE points
4. According to the amended Codes of Good Practice, Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R50 million or less and level of Black ownership to claim BEE points.
5. A trust, consortium or joint venture will qualify for points for the BBBEE status level as a legal entity, provided that the entity submits their consolidated BBBEE status level certificate. If a bidder does not submit a certificate substantiating the BBBEE status level of contribution/ and Affidavit or is a non-compliant contributor, The bid will be evaluated on an 80/20 principle where 80 points will be price and 20 points is BBBEE component.
6. Copies of their BBBEE certificates from an accredited BEE verification agency with their tender submission or Certified Sworn Affidavit.

7. Tenders by joint ventures are to be accompanied by the Document Formation of the joint venture, duly registered and authenticated by a Notary Public or other official deputized to witness sworn statements. This document must define precisely the conditions under which the joint venture will function, the period for which it will function, the persons authorized to represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full appraisal of its functioning, including a clause to the effect that the members of the joint venture are jointly and severally bound.
8. No late tender will be accepted.
9. Telefax or e-mail tenders will not be accepted.
10. Tenders may only be submitted on the bid documents as provided by Mogale City.
11. The use of tipp-ex is not allowed on the bid documents.
12. Bids completed in pencil will be regarded as invalid bids.
13. No page(s) may be removed from the original tender document
14. No electronic signature will be accepted in the tender document, the bidder's signature must always be signed by hand in black ink.
15. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document;
16. In the event of a mistake having been made on the pricing schedule, it shall be crossed out in ink and be accompanied by a full signature at each and every alteration.
17. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.
18. The lowest or any tender will not necessarily be accepted, and Mogale City reserves the right to accept a tender in whole or in part.
19. The validity period for this tender is ninety (90) days.
20. A Corporate social responsibility contribution of two (2) percent inclusive of 15%VAT will be levied on all companies/ service providers appointed as successful bidders if such companies are not based in the area of jurisdiction of Mogale City.
21. The Municipality reserves the right to negotiate a fair market related price with recommended bidders after a competitive bidding process or price quotations
22. The Municipality reserves the right to appoint and not to appoint.
23. All tender prices must be inclusive of VAT for all registered VAT vendors.
24. All bid prices must be in RSA currency and inclusive of VAT. All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
25. In the instance of a term tender (period longer than one year), please indicate the estimated annual price increase and the intervals of such increases.
26. All bids must be submitted on the official forms and may not be re-typed, copied or scanned.
27. Bids will be opened immediately after the closing date and time in a venue to be indicated.
28. No bids will be accepted from persons in the service of the state as it is defined in the Municipal Finance Management Act and Regulations.
29. The supply chain management policy of Mogale City Local Municipality allow persons aggrieved by decisions or actions taken by the municipality in the implementation of its supply chain management system, to lodge within fourteen (14) days of the decision or action a written objection or complaint to the municipality against the decision or action.
30. Tender documents may be downloaded from e-tender portal at [www.etenders.gov.za](http://www.etenders.gov.za) as well as [www.mogalecity.gov.za](http://www.mogalecity.gov.za)

**MR MAKHOSANA MSEZANA  
MUNICIPAL MANAGER**



**DECLARATION OF BIDDER/S MUNICIPAL ACCOUNT(S)**

**NAME OF BIDDING ENTITY.....**

Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Policy of the MCLM irrespective of the contract value of the bid:

**NB: Please not that this declaration must be completed by all bidders**

- (i) I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- (ii) That the bidding entity as well as all its directors /shareholders must submit Municipal account which is not more than three (3) months in arrears or valid lease agreement which is in the name of the business and or the directors, which must stipulate who is responsible for payment of municipal services.
- (iii) That the copy of the lease agreement/municipal account in the name of the bidding entity and Lessee will only be accepted if water and lights are part of lease payment.
- (iv) I acknowledge that should it be found that any Municipal Rates and Taxes or Municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and MCLM may take such remedial action as is required, including the rejection of the bid and/or termination of the contract. (Unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
- (v) The following account/s of the bidding entity has reference:

<b>Municipality</b>	<b>Account number</b>
.....	.....
.....	.....
.....	.....
.....	.....

**(NB: if insufficient space above, please submit on a separate page)**

(vi) If the Bidding Entity operates from home/ family place and is not responsible for Municipal account, the bidder must sign **Declaration of Municipal Account**.

	Yes	No
Bidding entity who operates from informal settlement		
NB: if yes, the Bidding Entity operates from informal settlement and is not responsible for Municipal account/services;  <ul style="list-style-type: none"> <li>The bidder must submit confirmation on Municipality/Metro letterhead signed and stamped from the ward councilor/delegate.</li> </ul>		
Bidding entity who operates from a property owned by a director / member / partner		
Bidding entity who operates from somebody else's property (non-Rental paying) N.B: If yes, attach confirmation affidavit of the property owner confirming who is responsible for payment of water and lights.		
Bidding entity who rent premises from a landlord N.B: Attach lease agreement which stipulate who is responsible for payment of Municipal services.		
Other (Please specify)		

**(vii)** If the Bidding Entity operates from home/ family place and is not responsible for municipal account, the bidder must submit Sworn Affidavit. **(Applicable to Joint Venture / Consortium only)**

	Yes	No
Bidding entity who operates from informal settlement		
NB: if yes, the Bidding Entity operates from informal settlement and is not responsible for Municipal account/services.  <ul style="list-style-type: none"> <li>the bidder must submit confirmation on Municipality/Metro letterhead signed and stamped from the ward councilor/delegate.</li> </ul>		
Bidding entity who operates from a property owned by a director / member / partner		
1.		
2.		
Bidding entity who operates from somebody else's property (non-Rental paying) N.B: If yes, attach confirmation affidavit of the property owner confirming who is responsible for payment of water and lights.		
Bidding entity who rent premises from a landlord N.B: Attach lease agreement which stipulate who is responsible for payment of Municipal services.		
Other (Please specify)		

Signed at ..... this ..... day ..... 20.....

Name of Duly Authorised Signatory (Please print) .....

Authorised Signature: .....

As witness: 1 .....

2 .....



**T2.2.4 MCLM CORPORATE SOCIAL RESPONSIBILITY**

**Mogale City Corporate Social Responsibility**

In terms of Mogale City Corporate Responsibility, non-Mogale City based Services Providers will contribute two (2) percent of the Contract value to Mogale City.

Please provide your registered address: .....

.....

.....

.....

Please indicate if you are a Mogale based:

<b>YES</b>	<b>NO</b>
------------	-----------

If not Mogale City based, a person duly authorized by the tenderer must complete and sign the declaration herewith in detail.

**Declaration by Tenderer**

I, the undersigned hereby declare and confirm that we accept the contribution towards the Mogale City Corporate Social Responsibility, by the deduction of two percent (2%) on all payment made.

Signed	Date
Name	Position
Tenderer	



**MBD 4**

**DECLARATION OF INTEREST**

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

- 3.1 Full Name of bidder or his or her representative:.....
- 3.2 Identity Number: .....
- 3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....
- 3.4 Company Registration Number: .....
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number: .....
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state? **YES / NO**
- 3.8.1 If yes, furnish particulars. ....  
 .....  
 .....

<sup>1</sup>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.

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.

.....  
.....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.

.....  
.....

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

3.13.1 If yes, furnish particulars.

.....  
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....  
.....

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

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

## **AMENDED PREFERENTIAL PROCUREMENT REGULATIONS WITH EFFECT FROM 1<sup>ST</sup> APRIL 2017**

### **APPLICATION**

2. These Regulations apply to organs of state as envisaged in the definition of organ of state in section 1 of the Act.1

### **IDENTIFICATION OF PREFERENCE POINT SYSTEM, DESIGNATED SECTOR, PRE-QUALIFICATION CRITERIA, OBJECTIVE CRITERIA AND SUBCONTRACTING**

1. An organ of state must-

(a) determine and stipulate in the tender documents-

(i) the preference point system applicable to the tender as envisaged in regulation 6 or 7; or

1 The definition of "organ of state" in section 1 of the Act in paragraph (a) to (e) includes-

- a national or provincial department as defined in the Public Finance Management Act, 1999;
- a municipality as contemplated in the Constitution;
- a constitutional institution as defined in the Public Finance Management Act;
- Parliament;
- a provincial legislature.

Paragraph (f) of the definition of organ of state in section 1 of the Act includes any other institution or category of institutions included in the definition of "organ of state" in section 239 of the Constitution and recognised by the Minister by notice in the *Government Gazette* as an institution or category of institutions to which the Act applies. Government Notice R. 501 of 8 June 2011 recognises, with effect from 7 December 2011, all public entities listed in Schedules 2 and 3 to the Public Finance

Management Act, 1999, as institutions to which the Act applies. Note should be taken of notices issued from time to time in terms of paragraph (f) of this definition

The application of these Regulations is also subject to applicable exemptions approved in terms of section 3 of the Act.

(ii) if it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system;

(b) determine whether pre-qualification criteria are applicable to the tender as envisaged in regulation 4;

(c) determine whether the goods or services for which a tender is to be invited, are in a designated sector for local production and content as envisaged in regulation 8;

(d) determine whether compulsory subcontracting is applicable to the tender as envisaged in regulation 9; and

(e) determine whether objective criteria are applicable to the tender as envisaged in



**PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT**

4.(1) If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-

- (a) a tenderer having a stipulated minimum B-BBEE status level of contributor;
- (b) an EME or QSE;
- (c) a tenderer subcontracting a minimum of 30% to-
  - (i) an EME or QSE which is at least 51% owned by black people;
  - (ii) an EME or QSE which is at least 51% owned by black people who are youth;
  - (iii) an EME or QSE which is at least 51% owned by black people who are women;
  - (iv) (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
  - (v) (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
  - (vi) a cooperative which is at least 51% owned by black people;
  - (vii) (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;
  - (viii) an EME or QSE.

(2) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

## **SUBCONTRACTING AS CONDITION OF TENDER**

9.(1) If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.

(2) If an organ of state applies subcontracting as contemplated in sub-regulation

(1), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-

(a) an EME or QSE;

(b) an EME or QSE which is at least 51% owned by black people;

(c) an EME or QSE which is at least 51% owned by black people who are youth;

(d) an EME or QSE which is at least 51% owned by black people who are women;

(e) an EME or QSE which is at least 51% owned by black people with disabilities;

(f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;

(g) a cooperative which is at least 51% owned by black people;

(h) an EME or QSE which is at least 51% owned by black people who are military veterans; or

(i) more than one of the categories referred to in paragraphs (a) to (h).

(ii)

(3) The organ of state must make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in sub regulation (2) from which the tenderer must select a supplier.

## **SUBCONTRACTING AFTER AWARD OF TENDER**

12.(1) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.

(2) A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

(3) A person awarded a contract may not subcontract 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 of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

**MOGALE CITY LOCAL MUNICIPALITY  
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017**

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

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

**1. GENERAL CONDITIONS**

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

- 80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS SERVICES FOR RAND VALUE EQUAL TO AND ABOVE R30 000 AND UPTO TO 50 MILLION (all applicable taxes included); and
- 90/10 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS WITH RAND VALUE ABOVE R50 MILLION (all applicable taxes included).

1.2 The value of this bid is estimated to the value equal to and above R30Million (all applicable taxes included) and therefore the 80/20... preference point 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.

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

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

1.5 Failure on the part of a bidder to submit 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 a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“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;
- (d) **“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;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“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;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“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;
- (k) **“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;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (o) **“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;
- (p) **“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;

- (q) **“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;
- (r) **“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
- (s) **“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**

**80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS SERVICES FOR RAND VALUE EQUAL TO AND ABOVE R30 000 AND UPTO TO 50MILLION**

- 1) (a)(i) The following formula must be used to calculate the points for price in respect of tenders( including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R50 MILLION (inclusive of all applicable taxes included):

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<sub>s</sub> = Points scored for comparative price of bid under consideration
- P<sub>t</sub> = Comparative price of bid under consideration
- P<sub>min</sub> = 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:

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

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE 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**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 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 a sworn affidavit.

**8. SUB-CONTRACTING**

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

*(Tick applicable box)*

YES		NO	
-----	--	----	--

8.1.1 If yes, indicate:

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

*(Tick applicable box)*

YES		NO	
-----	--	----	--

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

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

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

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

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

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

9.9 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.



10. **Previous experience**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work).

Description	Value (R, VAT excluded)	Year(s) executed	Reference		
			Name	Organization	Tel no

10.1 **Staffing Profile**

Provide information on key staff you intend utilizing on this contract, should it be awarded to you.

Name	Position in your organization	Qualifications	Experience

**10.2 Infrastructure and resources available to execute this contract**

**10.2.1 Physical facilities**

Description	Address	Area (m <sup>2</sup> )

**10.3 Plant and equipment**

Description : Plant and equipment owned (or to be rented)	Number of units

**10.4 List of shareholders by Name, Position, Identity number, Citizenship, HDI status and ownership as relevant.**

Name	Date/Position Occupied in Enterprise	ID Number (please attach certified copies of ID's)	Date RSA Citizenship obtained	HDI	Women	Disabled	Youth (person not older than 35 years of age)	% of business/ enterprise owned
							<b>Total</b>	<b>100%</b>

8.14 List of shareholders by Name, percentage (%) of business/enterprise owned, residential address.

Full Name	Identity (ID) Number (please attached certified copies of ID's)	% of business/ enterprise owned	Residential address

**9. AUTHORITY FOR SIGNATORY**

Please note that the sole proprietors or “one person business” are not required to submit an official and duly signed authority of signatory.

Signatories for close corporations and companies shall confirm their authority by signing on behalf of the company/firm **by attaching to this page** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

Printed on company letterhead:

“ By resolution of the board of directors passed on \_\_\_\_\_ 20 \_\_\_\_\_  
Mr \_\_\_\_\_  
has been duly authorized to sign all documents in connection with the bid for  
Tender \_\_\_\_\_ No \_\_\_\_\_  
and any Contract, which may arise there from on behalf of  
\_\_\_\_\_  
SIGNED ON BEHALF OF THE COMPANY \_\_\_\_\_  
IN HIS CAPACITY AS \_\_\_\_\_ CAPACITY AS \_\_\_\_\_  
DATE: \_\_\_\_\_  
SIGNATURE OF SIGNATORY: \_\_\_\_\_  
AS WITNESSES: 1 \_\_\_\_\_  
2 \_\_\_\_\_

10. 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

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

**MOGALE CITY LOCAL MUNICIPALITY**

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

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

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

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

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

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

---

**GENERAL CONDITIONS OF CONTRACT**

**THE NATIONAL TREASURY**

**Republic of South Africa**



**GOVERNMENT PROCUREMENT  
GENERAL CONDITIONS OF CONTRACT  
JULY 2010**

**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

July 2010

**THE NATIONAL TREASURY: Republic of South Africa 2**

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**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT  
THE NATIONAL TREASURY: Republic of South Africa 3**

**General Conditions of Contract**

1. **Definitions** 1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE  
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- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price have been or are still To be imported (whether by the supplier or his subcontractors) and which costs Are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the Factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the

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Supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 “Tort” means in breach of contract.

1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product service required by the contract.

1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

## **4. Standards**

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

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

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall.

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extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent Rights**

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

**7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.



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**8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

**9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size

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weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental Services**

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

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

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

**14. Spare parts**

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

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(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

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

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

Whichever period concludes earlier, unless specified otherwise.

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

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

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

**16. Payment**

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

#### **17. Prices**

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

#### **18. Variation orders**

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

#### **19. Assignment**

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

#### **20. Subcontracts**

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

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

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

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

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

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

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

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**22. Penalties**

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

**23. Termination for default**

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

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

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

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

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

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

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector

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

#### **24. Antidumping and countervailing duties and rights**

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

#### **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

#### **26. Termination for insolvency**

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

#### **27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

**28. Limitation of Liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the

supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

**33. Transfer of contracts**

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

**34. Amendment of contracts**

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

**35. Prohibition of restrictive practices:**

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **restrictive practices** 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned



## **TENDERS TO BE EVALUATED ON FUNCTIONALITY**

- 5.(1) An organ of state must state in the tender documents if the tender will be evaluated on functionality.
- (2) The evaluation criteria for measuring functionality must be objective.
- (3) The tender documents must specify-
  - (a) the evaluation criteria for measuring functionality;
  - (b) the points for each criteria and, if any, each sub-criterion; and
  - (c) the minimum qualifying score for functionality.
- (4) The minimum qualifying score for functionality for a tender to be considered further-
  - (a) must be determined separately for each tender; and
  - (b) may not be so-
    - (i) low that it may jeopardise the quality of the required goods or services; or
    - (ii) high that it is unreasonably restrictive.
- (5) Points scored for functionality must be rounded off to the nearest two decimal places.
- (6) A tender that fails to obtain the minimum qualifying score for functionality as indicated in the tender documents is not an acceptable tender.
- (7) Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation 11.

## TERMS OF REFERENCE

**FOR THE PROVISION OF OUTLETS OR FACILITIES FOR THE RECEIPTING OF MUNICIPAL ACCOUNT PAYMENTS AND THE VENDING OF PREPAID WATER AND ELECTRICITY INCLUDING PROVISION AND MAINTENANCE OF A VENDING SYSTEM FOR A PERIOD OF THREE (3) YEARS.**

### 1. INTRODUCTION

Tender(s) are hereby invited from qualified experienced service provider(s) for the following services required by the municipality:

- For the provision of outlets or facilities for the receipting of municipal account payments and the vending of prepaid water and electricity including provision and maintenance of a vending system for a period of three (3) years.

### 2. SCOPE OF WORK

#### 2.1 MUNICIPAL ACCOUNT PAYMENT RECEIPTING

- 2.1.1 The service provider must receive payments on an agency basis on behalf of the municipality to provide consumers with the convenience to pay their monthly bill towards the municipality at various retailers whilst purchasing from those retailers.
- 2.1.2 The service provider must accept all payments towards the municipality irrespective of the date of the bill.
- 2.1.3 The service provider must accept any amount offered in payment on the accounts irrespective of the amounts reflecting on the statement.
- 2.1.4 The service provider must enter the account particulars of payment accurately into their existing point of sale (POS) accounting system.
- 2.1.5 The service provider must provide a file of payments collected per MCLM specifications to be provided to the successful bidder and this payment file must be submitted to the municipality on a daily basis.
- 2.1.6 The service provider must provide a monthly report of money collected on behalf of the municipality for municipal accounts with proof of pay over to the municipality to be submitted.
- 2.1.7 The service provider must accept any form of legal monetary payment for municipal accounts.
- 2.1.8 The appointed service provider must ensure that account payment facilities or outlets are available on platforms and over a fair geographical spread of locations across all areas of Mogale City (refer 10.16 below) and nationally to ensure that as many municipal account holders as possible have convenient access to an account payment outlet/facility.

## **2.2 PREPAID ELECTRICITY AND WATER VENDING**

### **2.2.1 VENDING OUTLETS/FACILITIES**

- 2.2.1.1 The successful service provider must ensure that vending outlets for prepaid water and electricity are available on online platforms and over a fair geographical spread of vending locations across all areas of Mogale City (refer 10.16 below) and nationally to ensure that as many of our prepaid customers as possible have convenient access to a vending point of sale.
- 2.2.1.2 The successful service provider's systems should support web vending, terminal vending, cell phone vending, ATM vending, kiosks and other collector channels.
- 2.2.1.3 The successful service provider's outlets must allow for purchases of electricity or water with other goods or as a single transaction.
- 2.2.1.4 The successful service provider must avail the vending system and outlets/facilities for vending prepaid water and electricity to its vendors including the municipality 24 hours a day and 7 days a week to enable continuity of the prepaid water and electricity sales service.
- 2.2.1.5 The successful service provider must at its own cost negotiate terms and conditions with the owners of the premises on which the vending machines or systems are placed and the service provider must effectively manage the relationship with its vendors.
- 2.2.1.6 The successful service provider must use existing outlets/facilities as far as it is possible to do so to avoid disruption of service provision to municipal clients.

### **2.2.2 VENDING SYSTEM**

- 2.2.2.1 The successful service provider will at its own cost be responsible for procuring, installing, maintaining and servicing prepaid water and electricity vending machines.
- 2.2.2.2 The appointed service provider must deploy a vending system that is compliant with the latest version of the Standard Transfer Specification (STS) for those meters deployed within Mogale City that are STS compliant.
- 2.2.2.3 The service provider's system should have the capacity to maintain and vend to more than 45 000 (forty five thousand) prepaid water and electricity meters at any given time during the period of the contract.
- 2.2.2.4 The appointed service provider must maintain on its system a database of Mogale City Local Municipality's prepaid electricity and water consumers inclusive of approved indigents.
- 2.2.2.5 The service provider's system must be able to process real time sales/purchases in accordance with the STS standard/protocol.
- 2.2.2.6 The service provider's system must be enabled for re-printing or re-issuing of last token vended to client.
- 2.2.2.7 The appointed service provider's vending system must have secure and adequate controls in place to ensure that only valid sales and

- disbursement of prepaid electricity and water vouchers are conducted through their vending machines or systems.
- 2.2.2.8 The vending system of the service provider should have the ability to enforce the Municipality's Credit Control measures by either deducting a percentage of purchases for arrear debt on municipal accounts or blocking purchases where permissible.
  - 2.2.2.9 The service provider must implement changes to water and electricity tariffs as per Council approved municipal tariff structures on their vending system.
  - 2.2.2.10 The appointed service provider's vending system must be able to disburse the tokens/vouchers for the free 6kl of water per month per household automatically at the beginning of every month for all approved qualifying indigent households.
  - 2.2.2.11 The appointed service provider's vending system must be able to disburse tokens/vouchers for the free 50kwh of electricity per month per household automatically at the beginning of every month for all approved qualifying indigent households.
  - 2.2.2.12 The prepaid water and electricity prepaid sales receipts/vouchers should have the Mogale City Local Municipality municipal details.
  - 2.2.2.13 Receipts should include the merchant name, ID/Registration number and contact details on the token/voucher provided to the client, as well the system provider call centre details.
  - 2.2.2.14 The appointed service provider must avail system support and maintenance services through a call centre for prepaid water and electricity vending to all vendors, customers and the municipality 24 hours a day and 7 days a week to enable continuity of the prepaid water and electricity sales service.

### **2.2.3 PAYMENT TRANSFERS**

- 2.2.3.1 The service provider must transfer all payments of Mogale City Local Municipality (MCLM) account payments received and vending sales to the primary bank account of Mogale City Local Municipality within one (1) working day.

### **2.2.4 TRANSACTION TRANSFER FILES**

- 2.2.4.1 A comprehensive, detailed monthly report of prepaid water and electricity sales to be submitted to the municipality.
- 2.2.4.2 A flat file of prepaid water and electricity sales per MCLM specifications to be submitted to MCLM on a daily basis.
- 2.2.4.3 A flat file of municipal account payments received per MCLM specifications to be submitted to MCLM on a daily basis.
- 2.2.4.4 Other reports may be requested by the municipality as and when required from the service provider on customer payments/ vending/ meter/ transactions.
- 2.2.4.5 The service provider must have a simplified and automated reconciliation and settlement process.

## **2.2.5 MUNICIPAL OFFICIALS VENDING SYSTEM ACCESS**

### **2.2.5.1 WEB ACCESS/CLIENT APPLICATION**

2.2.5.1.1 The vending system should be accessible to municipal officials through web access or a client application.

### **2.2.5.2 NEW CUSTOMER INPUTS**

2.2.5.2.1 The appointed service provider must allow access by certain Mogale City officials to its vending system for updating new prepaid water and electricity meters or to amend existing prepaid water meter details at real time.

2.2.5.2.2 The system must allow certain officials to issue credit tokens/vouchers on replacement meters in lieu of credits remaining on a removed meter.

### **2.2.5.3 VENDING BY MUNICIPAL CASHIERS**

2.2.5.3.1 The appointed service provider will also be required to avail its vending system internally to Mogale City Local Municipality's cashiers to vend prepaid water and electricity through it.

2.2.5.3.2 The appointed service provider's vending system should be compatible with Mogale City Local Municipality's printers for prepaid water and electricity sales receipts.

### **2.2.5.4 TRANSACTION VIEW AND REPORT ACCESS**

2.2.5.4.1 The appointed service provider must allow access for certain Mogale City officials to its vending system for requesting daily, monthly or annual prepaid sales reports per prepaid water and electricity meters in monetary terms and water (kilo litres) and electricity volumes (kilowatt hours)

2.2.5.4.2 The appointed service provider must allow access for certain Mogale City officials to extract a report on last purchases made per meter (water and electricity) on the vending system on a monthly basis.

2.2.5.4.3 The appointed service provider must allow access for certain Mogale City officials to extract reports on specific meter/customer historical vending/prepaid purchases records.

2.2.5.4.4 The appointed service provider must allow access for certain Mogale City officials to view vending transactions or customer information on the vending system.

### **2.2.5.5 Meter Data Management System**

2.2.5.5.1 The service provider's system must be able to upload meter and transactional data on a daily basis from its system to the municipality's meter data management system to enable prepaid electricity and water sales and meter record management.

### **3. DELIVERABLES**

- 3.1 Service Provider to provide integrated various solutions to allow for the sale of electricity and water through various outlets such as automated vending Machines, cellular handsets, terminals, collector vending points, ATM's, and various online platforms.
- 3.2 Service Provider to provide a complete end to end reconciliation and settlement service to its business partners.
- 3.3 The service provider must guarantee the daily electronic payment of all revenue collected on behalf of Mogale City Local Municipality.
- 3.4 Service provider to include dynamic reconciliation as well as easy to use reports and screen query management on their system.
- 3.5 Service provider to submit a Summary Report on a monthly basis of the volumes, payments as well as the amounts received and paid into Mogale City's bank account.
- 3.6 System related queries to be resolved within four to eight hours by the service provider.
- 3.7 Training and transfer of skills to MCLM staff with respect to service provider's systems is required.
- 3.8 The service provider must within 30 calendar days of acceptance of appointment ensure that at least 80% of the vending and payment outlets as per 10.16 below provide services to municipal clients as per this tender.
- 3.9 The service provider should provide full details of their prepaid water and electricity maintenance and vending system on their bid. The service provider must provide proof of its vending system license or agreement with a system provider having the full capabilities outlined in the scope of this project.
- 3.10 The service provider should indicate where and how the MCLM customer data will be secured.
- 3.11 The service provider should indicate how updated customer data will be retrieved from the Municipality in a secure manner.
- 3.12 The service provider must indicate how they plan to protect the customer information from loss or theft.

### **4. SERVICE TURNAROUND TIME**

- 4.1 The appointed service provider must provide reports on prepaid sales made through its vending machines or system to the municipality on a daily, monthly and annual basis or as requested by the municipality within 3 days.
- 4.2 The appointed service provider must avail the system and outlets for vending prepaid water and electricity vending as well as for municipal account payments to its vendors including the municipality 24 hours a day and 7 days a week to enable continuity of the prepaid water and electricity sales service.
- 4.3 The appointed service provider must avail system support services through a call centre for prepaid water and electricity vending to all vendors, customers and the municipality 24 hours a day and 7 days a week to enable continuity of the prepaid water sales service.

**6. TECHNICAL EVALUATION CRITERIA**

- The below mentioned criteria regarding functionality is required for responsiveness and therefore eligibility for the next stage of evaluation. This is done to determine the ability of each bidder to successfully execute the contract according to specifications.
- These criteria shall only determine whether a tender will further be evaluated and will not influence the points scored on Price.
- The service provider should at least score the minimum of 30 points out of the 40 points in order to be considered to the next evaluation phase.

Description	Minimum	Maximum
<p><b>1. COMPANY EXPERIENCE</b></p> <p>(a) The bidder’s past experience of municipal prepaid vending substantiating experience in vending to more than 45 000 (forty-five thousand) prepaid meters per scope of this project must be submitted (letters of contactable references from a minimum of three current or previous clients must be attached to the tender document);</p> <ul style="list-style-type: none"> <li>• Minimum of 3 letters = 10 points</li> </ul> <p style="text-align: center;"><b>or</b></p> <p>(b) The bidder’s past experience of municipal account payments receipting substantiating experience in receipting payments to more than 8 000 (eight thousand) municipal accounts per scope of this project must be submitted (letters of contactable references from a minimum of three current or previous clients must be attached to the tender document);</p> <ul style="list-style-type: none"> <li>• Minimum of 3 letters = 10 points</li> </ul> <p style="text-align: center;"><b>or</b></p> <p>(c) The bidder’s past experience outlined in letters of contactable references from a minimum of three current or previous clients reflecting combined experience in both (i) prepaid vending</p>	10	15

<p>and (ii) municipal account payments per above must be attached to the tender document;</p> <ul style="list-style-type: none"> <li>• Minimum of 3 letters = 15 points</li> </ul>		
<p><b>2. INFRASTRUCTURE AND RESOURCES</b></p> <p>The bidder must provide a verifiable list of their current or previous outlets/facilities through which prepaid vending and municipal account receipting is or was done bearing the name of the outlet, address, contact numbers and contact person. The service provider must also provide the name of their web applications or website for online municipal account payments or prepaid vending. A list containing a minimum of 50 (fifty) current or previous outlets/facilities must be attached to the tender document;</p> <ul style="list-style-type: none"> <li>• A minimum of 50 (fifty) current or previous outlets/facilities = 10 points</li> <li>• A maximum of 51 (fifty-one) and above previous outlets/facilities = 15 points</li> </ul>	10	15
<p><b>3. VENDING SYSTEM</b></p> <p>The bidder must provide proof of its vending system licence or agreement with a system provider having the full capabilities outlined in the scope of this project.</p> <ul style="list-style-type: none"> <li>• Vending system licence or agreement = 10 points</li> </ul>	10	10
	30	40

- If any total minimum score for any criterion is zero rated, the tenderer will be rejected, even if the required 30 out of 40 points are achieved.
- All information and particulars necessary to properly evaluate the tender must be furnished on submission. Incomplete particulars and documents required substantiating or insufficient documentary proof thereof will be construed to mean that the service provider is forfeiting the evaluation points in that regard.



## 7. PRICING SCHEDULE

Service providers must quote all-inclusive prices on the full scope and deliverables of this project based on the items below:

Description	Unit	Commission Fee/Percentage per month (All inclusive)	Total per month
<p>1. An all-inclusive per unit fee on each municipal account payment transaction processed by the service provider through its own outlets or facilities.</p>	Rand value	<p>R..... per unit @ approximately 9 000 statements per month</p>	<p>R.....  Approximate total fees per month</p>
<p>2. An all-inclusive percentage of commission on external prepaid water and electricity sales made per transaction by the service provider through <b>its vending system and its own</b> vending outlets/facilities.</p>	Percentage	<p>..... percent of approximately R10 000 000,00 (ten million) external vending sales per month</p>	<p>R.....  Approximate total commission per month</p>

<p>3 An all-inclusive percentage of commission on internal prepaid water and electricity sales made per transaction by <b>Mogale City Local Municipality cashiers</b> through the service provider's system for the use of the system only (licence, training, administration and support).</p>	<p>Percentage</p>	<p>..... percent of approximately R80 000,00 (eighty thousand) internal vending sales per month</p>	<p>R..... Approximate total commission per month</p>
<p><b>TOTAL PER MONTH</b></p>			<p>R.....</p>

The bidder shall indicate if the escalation percentage applicable to pricing on the 2<sup>nd</sup> and 3<sup>rd</sup> year of the contract shall either be linked to CPIX or Industry Fluctuations Rate or Exchange Rate.

.....

No bidder shall indicate escalation percentage without specifying any linkage with any of the above.

.....  
Signature of a person authorized to sign tender document

.....  
Date

## 8. PAYMENTS

Payments for services rendered will be made to the Service Provider in terms of the MCLM policy 30 days from date of submission of the invoice only once proof of prepaid sales made is submitted as well as proof of municipal account payments made and only once transfer of the full amount collected for prepaid sales as well as municipal account payments to the municipality has been done. No set off of commission or payment due to the service provider against payments to the municipality will be allowed under any circumstances.

## 9. CONTRACT PERIOD

The duration of this tender will be Three (3) years.

## 10. SPECIAL CONDITIONS

- 10.1 The service provider will be expected to maintain confidentiality of our client information per prevailing legislation.
- 10.2 The service provider must transfer on a daily basis all money collected from municipal account payments as well as prepaid water and electricity sales for each day from all its outlets and facilities to the municipality's primary banking account not later than one (1) working day after the end of each day.
- 10.3 The Municipality reserves the right to increase or reduce the number of vending sites/outlets/facilities required from the service provider during the term of the contract.
- 10.4 The service provider must be able to service any areas of Mogale City where the municipality deems the municipal account payment or vending service to be necessary despite the size of the area or the number of prepaid water meters or electricity consumers in that area.
- 10.5 If the municipality installs new prepaid meters in an area that did not previously have prepaid meters, the service provider should on instruction by the municipality provide a vending outlet in that area.
- 10.6 The service provider should ensure that vending of prepaid water and electricity is done based on the approved municipal tariffs. **No additional charges to prepaid water and electricity consumers will be allowed.**
- 10.7 Down time or interruption of the service provider's service should not continue for longer than 4 hours. The municipality should be informed by the service provider of any possible interruption or actual interruption of the prepaid water and electricity service at any vending outlet.
- 10.8 The service provider may not discontinue an outlet without the municipality's written approval.
- 10.9 **The service provider should take out insurance to cover itself against the risk of loss of cash from vending sales as well as municipal account payments at all of its outlets/facilities.**
- 10.10 **The service provider will remain responsible for the transfer to the of the full amounts generated by the service provider through its outlets/facilities from**

**vending of water and electricity and municipal accounts payments regardless of any incidents such as theft/robbery or natural disasters that might be experienced by the service provider.**

- 10.11 The municipality reserves the right to test the service provider's vending system prior to and after the service provider's appointment.
- 10.12 The service provider must ensure that their system is implemented and their outlets are equipped and able to sell prepaid water and electricity as well as to process municipal account payments within 30 calendar days after date of acceptance of appointment.
- 10.13 The municipality reserves the right to terminate and/or charge penalties for any failure by the service provider to comply with the terms of reference of this tender.
- 10.14 MCLM owns the customer information data provided to the service provider.
- 10.15 If the appointed service provider subcontracts any other service provider(s) for purposes of executing their responsibilities in terms of this tender, such subcontractors must be managed efficiently and properly by the appointed service provider to ensure that the level and quality of service rendered to the municipality and its clients is not affected in any negative manner.
- 10.16 The service provider should as a minimum have 80 (eighty) outlets or facilities for municipal account receipting and vending geographically spread throughout Mogale City in the following areas and should provide a list of the names of their vending outlets with addresses and contact details:
  - Krugersdorp Town x 11
  - Kenmare x 6
  - Ruimsig x3
  - Rietfontein x1
  - Kagiso x 16
  - Azaadville x4
  - Apple Park x1
  - Burgershoop x2
  - Krugersdorp West x3
  - Dan Pienaarville x3
  - Magaliesburg x3
  - Featherbrooke x4
  - Noordheuwel x1
  - Pinehaven x3
  - Muldersdrift x3
  - Rangeview x4
  - Krugersdorp North x3
  - Oaktree x1
  - Munsieville x5
  - Rietvallei x3
- 10.17 Provision of outlets/facilities lists that are inaccurate or false in any way will lead to rejection of bid, the municipality reserves the right to verify a sample of the list provided.

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

Full name and surname	
Identity number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and I am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_% black owned;
- The enterprise is \_\_\_\_\_% black women owned;
- Based on the management accounts and other information available for the \_\_\_\_\_ financial year, the income did not exceed R 10 000 000.00 (ten million rands);
- Please confirm in the table below the B-BBEE level of contributor, **by ticking the applicable box:**

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

- The entity is an empowering supplier in terms of the dti Codes of Good Practice.
- I know and understand the contents of the affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature \_\_\_\_\_

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

Commissioner of Oaths  
Signature and Stamp

## SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name and surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and I am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_% black owned;
- The enterprise is \_\_\_\_\_% black woman owned;
- Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R50,000,000.00 (fifty million rands);
- The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) (**select one**) \_\_\_\_\_ of **the dti** Codes of Good Practice.
- Please confirm on the table below the B-BBEE level of contributor, **by ticking the applicable box**:

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	
(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%,	(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and/ or packaging	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

1. I know and understand the contents of the affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
2. The sworn affidavit will be valid for a period of twelve (12) months from the date signed by the commissioner.

Deponent Signature \_\_\_\_\_

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

\_\_\_\_\_  
Commissioner of Oaths  
Signature and Stamp

## BID CHECKLIST

This list is aimed at assisting all bidders to submit complete bid documents.

Bidders are to check the following points before the submission of their tender document and to complete YES/NO next to each item as an indication that the bidder has complied with the provision of the item concerned. If any of the items are marked as NO – it might lead to the disqualification of your bid.

ITEM	DESCRIPTION	YES	NO
1.	Provide copy of your CSD registration report		
2.	Provide copy of your company VAT registration Certificate		
3.	Certified copies of ID's for company/entity directors		
4.	Tax clearance certificate and copy of tax compliance status (TCS) document has been submitted – in the name of the bidding entity		
5.	The bidding entity as well as all its directors/shareholders must submit Municipal account not more than three (03) months / ninety (90) days plus in arrears at the time of the closing date. No bid will be awarded to a company and its directors that owe more than three (3) months charges to any municipality or metro.		
6.	<p>A valid lease agreement which is in the name of the business and or directors /shareholders, which must stipulate who is responsible for payment of Municipal services;</p> <p>(Copy of the lease agreement will only be accepted if water and lights are part of lease payment). or</p> <p>If the Bidding Entity operates from informal settlement and is not responsible for Municipal account/services.</p> <ul style="list-style-type: none"> <li>• The bidder must submit confirmation on Municipality/Metro letterhead signed and stamped from the ward councilor/delegate or</li> </ul> <p>If the Bidding Entity operates from parents' place and is not responsible for Municipal account:</p> <ul style="list-style-type: none"> <li>• The bidder must submit the property owner's Municipal account and a Sworn Affidavit of the property owner with and original stamp from the Commissioner of Oaths.</li> </ul>		
7.	<ul style="list-style-type: none"> <li>▪ Valid B-BBEE Rating Certificate or letter from registered auditor or Sworn Affidavit</li> <li>▪ Consolidated B-BBEE certificate / letter in case of a trust, consortium or joint venture.</li> </ul>		



8.	All pages of the bid document have been read by the bidder and the returnable schedules and MBD 's forms duly completed and signed. e.g. MBD1, MBD 4 , MBD 6.1,MBD 8 AND MBD 9.		
9.	All pages requiring information have been completed in full and in black ink.		
10.	No pages removed from the tender document		
11.	A copy of the resolution of your Board of Directors, similar to the attached specimen, authorizing the signatory to sign the tender and the subsequent contracts, has been attached and signed.		
12.	JV agreement has been attached and signed (if applicable)		
13.	Bidder must attach the Central Supplier Database (CSD) registration report.		
14.	Pricing Schedule must be signed		
15.	In case of any amendments made, was it signed in full by the authorized signatory?  Please note that the use of tipp-ex will lead to immediate disqualification.		
16.	Please declare any interest as required in terms of MBD - 4 truthfully and correctly as incorrect declarations are considered a criminal offence.  <ul style="list-style-type: none"> <li>▪ Personal Tax Numbers included</li> <li>▪ State Employee Number / Persal Number</li> <li>▪ Identity number</li> <li>▪ Name</li> </ul>		
17.	Please take note of the functionality evaluation criteria that will be applied to your submission in order to ensure that your company has the necessary capacity and capability to successfully execute this tender, if appointed.  Ensure that sufficient information is included in your submission to ensure successful evaluation of your bid.		

**PLEASE NOTE:**

- ❖ **No contract will be awarded to a service provider, if the service provider or its directors are in arrears with their municipal accounts for more than three (3) months.**
- ❖ **In case of a Joint Venture, please note that individual documents have to be submitted for all parties in the JV, like tax clearance certificates, municipal accounts, etc**
- ❖ **No communication with Mogale City Municipal officials are allowed after the closing date of the tender. The only authorized form of communication will be through the Supply Chain Management Office.**