



MORETELE LOCAL MUNICIPALITY

INVITATION TO TENDER

APPOINTMENT OF A SERVICE PROVIDER TO DEMARCAT 200 STANDS FOR BAKGATLA BA MOSETLHA TRADITIONAL AUTHORITY WITHIN THE JURISDICTION OF MORETELE LOCAL MUNICIPALITY.

BID NUMBER: MLM/LED/DERMA/200/MOSETLHA/02/2023

NAME OF BIDDER: _____

TOTAL BID PRICE (Incl. VAT)

R_____

MAAA_____

BID DOCUMENT FEE Receipt No: _____ (Attach documentary proof)

FOREWORD

This document consists of three volumes clustered to form a bid and contract namely:

1. BIDDING PROCEDURES

This volume contains the bid notice and invitation describing the nature of related works required as well as the bid date outlining the conditions of bid to be complied with by every bidder submitting a bid.

2. RETURNABLE DOCUMENTS

This volume contains the returnable schedules and forms to be completed by each bidder for the purpose of evaluating Bids and which will subsequently form part of a contract between successful Bidder and the Employer.

3. THE CONTRACT

This volume consists of nine (9) parts, namely:

- (a) Scope of Work (Project Specifications)**
- (b) Pricing schedule**
- (c) Evaluation criteria**
- (d) Authority to signature**
- (e) General conditions of contract**
- (f) Declaration of interest – MBD4**
- (g) Declaration of the bidder's past supply chain management practices – MBD8**
- (h) Form of Offer and Acceptance**
- (i) Annexures(Attachments)**

IMPORTANT NOTE

Each Bidder must complete the BID SUMMARY PAGE for BID opening purposes following hereafter.

1. BID SUMMARY PAGE: DETAILS OF BIDDER

Name of firm/entity/enterprise	
Trading as(if different from above)	
Postal Address	
Physical Address	
Contact details of the Bidder proposed Project Manager who will represent the Bidder in the implementation processes	Name & Surname: _____ Telephone: () _____ Fax: () _____ Cell phone: _____ E-mail Address: _____
Company Income Tax number	
VAT Registration number	
Company Registration number	
Provide any other Professional Registration applicable to this industry	
Bidder's Banking details	Name of Bank: _____ Branch name: _____ Branch code: _____ Account No: _____

VOLUME 1

1. BIDDING PROCEDURES

1.1 BID NOTICE AND INVITATION

BID NO MLM/LED/DERMA/200/MOSETLHA/02/2023

APPOINTMENT OF A SERVICE PROVIDER TO DEMARCAT 200 STANDS FOR BAKGATLA BA MOSETLHA TRADITIONAL AUTHORITY WITHIN THE JURISDICTION OF MORETELE LOCAL MUNICIPALITY.

Bid documents with detailed bid specifications are obtainable at the **Finance Department of the Moretele Local Municipality, 4065 B Mathibestad from the 08th March 2023.**

A non-refundable deposit of **R500.00 (Five Hundred rands only)** is payable on collection of the bid documents.

Sealed and clearly marked bids “**MLM/LED/DERMA/200/MOSETLHA/02/2023** must be placed in the Bid box situated at the Finance Section, **MORETELE LOCAL MUNICIPALITY, and 4065 B MATHIBESTAD, on or before 15 March 2023 at 12h00** at which time the Bids will be opened in public. Bidders should ensure that bids are delivered timeously to the correct address .Compulsory briefing session will be held on the **08th March 2023 at 11h00**. If the bid is late, it will not be accepted for consideration. Bids that are not fully completed and initialled in each page will be disqualified. **Please note that dismantling of Bid document will result in automatic disqualification of a Bidder**

Moretele Local Municipality does not bind itself to accept the lowest or any bid and the Municipality reserves the right to accept the whole or part of any bid and further reserves the right to re-advertise if it so wishes to.

Bids will be evaluated according to 90/10 Preferential Procurement Policy Framework Act. Bids will be adjudicated according to Moretele Local Municipality’s Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and the Preferential Procurement Regulations 2011, as well as the broad Based Black Economic Empowerment Act (Act 53 of 2003).Shortlisted Bidders will be required to make presentation to the Bid committee before final appointment is made. Site inspection will be conducted by the Municipality to validate availability of the Vehicles and Specialized equipment required.

Supply chain Enquiries may be directed to **Ms Modiegi Phenya at (012)716 1413**, *Technical Enquiries* may be directed to **Ms. Latani Nemavhola/Mr Tsholofelo Mohalanyane at (012)716 1312/20**

Municipal Manager: Mr. S. Ngwenya
Moretele Local Municipality

VOLUME 2

(RETURNABLE DOCUMENTS)

RETURNABLE SCHEDULES, FORMS, CERTIFICATES AND DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

1. Valid original SARS Tax clearance certificate and a PIN issued by SARS
2. Company profile
3. Certified Identity Document of Director(s)
4. Authority of Signature
5. Key personnel Curriculum Vitae and certified copies of qualification attached
6. Company registration documents
7. Certified Copy or Original B-BBEE Status Level Validation Certificate
8. Proof of Professional Body Registration(s) in good Standing
9. Municipal rates and taxes not older than three months/Letter of good standing/Lease agreement for both the Company and Director(s) addresses
10. Proof of Bidders banker
11. Project Implementation Plan
12. Company Experience on similar Projects Undertaken
13. Central Supplier Database Registration Summary Report
14. Form of Offer
15. Briefing Certificate
16. COID Letter of good standing from Department of Labour

VOLUME 3

(THE CONTRACT)

APPOINTMENT OF A SERVICE PROVIDER TO DEMARCAT 200 STANDS FOR BAKGATLA BA MOSETLHA TRADITIONAL AUTHORITY WITHIN THE JURISDICTION OF MORETELE LOCAL MUNICIPALITY

1. INTRODUCTION

- 1.1. The Moretele Local Municipality seeks to appoint a suitably qualified and experienced professional service provider to demarcate 200 stands in the identified sites within the jurisdiction of the relevant Traditional Authority ;
- 1.2. This has been enthused by the need for formal site demarcation of areas within Traditional Authorities to ensure proper layout of villages that make provisions for accessibility to the area, ease of connection of services and are not located in environmentally/geologically sensitive areas and ensure proper implementation of planning policies;
- 1.3. The above herein necessitated the need to have service providers appointed, to address the aforementioned, as it created municipal planning challenges;
- 1.4. This demarcation of sites ought to be conducted in identified Traditional Authority areas within the jurisdiction of the Moretele Local Municipality.

2. PROBLEM STATEMENT

Moretele Local Municipality has identified the need to undertake the process of assisting Traditional Authorities with the demarcation of sites under their admisitration in order to formally subdivide village stands, as enthused among others by the following:

- 2.1. Poorly planned settlements
- 2.2. Stands being issued in areas not suitable for residential development;
- 2.3. Services not being able to be connected to stands;
- 2.4. Planning policies not being properly implemented due to uncertainty of extent of stands in areas falling under Traditional Authorities

3. PROJECT OBJECTIVES

The main objective is to demarcate 200 stands for Bakgatla Ba Moseitlha, conduct relevant studies, approval of layout plan , pegging, to obtain a general plan of the demarcated sites, etc.

4. OUTCOMES AND DELIVERABLES

The successful service providers would be expected to submit the following:

- 4.1. Small scale diagram indicating boundaries of the proposed area;
- 4.2. Approved Layout Plan
- 4.3. Reduced size (A3) copies of the approved General plan;
- 4.4. A sepia copy (A0) of the approved General plan;
- 4.5. A DXF file and a spatially referenced shapefile (.shp) of a General Plan/s on a usb.

5. PROJECT MANAGEMENT

This project will be facilitated by a steering committee that will be established once the service providers have been appointed

In the case where the appointed service providers appoint the services of other consultants or sub-contractors, the appointed service providers will take responsibility of the work of the sub-contractors. The project is to be coordinated and managed by an operational team comprising of officials from the Moretele Local Municipality as well the appointed service providers.

6. CAPACITY BUILDING AND SKILLS TRANSFER

The Municipality consider skills development as an integral part of outsourcing process. The appointed service providers will be required to transfer skills and share knowledge on this nature of the exercise with the relevant officials from Moretele Local Municipality for the duration of the project. Proposals should indicate how skills development and transfer would be achieved.

7. MONITORING

During the execution of these projects it is expected that, the service providers must submit regular progress reports and attend meetings at agreed intervals as determined by the project team managing the service providers. However, the project manager has the right to change frequency of reporting as and when necessary. Reporting process will be in presentation and progress reports.

8. PROJECT COST AND DURATION

It is expected that the projects be completed in a period of nine (9) months effective from date of appointment. The target dates for each milestone (as well as the associated deliverables) and the amount of financial compensation for the work done is scheduled as per the table hereunder

Due to the urgency of the project it is critical that timeframes are strictly adhered to. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.

TABLE 1: PROJECT COST AND TIME FRAMES

PHASES	% PAYABLE	TIME FRAMES	SUBMISSION OUTPUT
Phase 1: Orientation and Project Inception	10%	3 Weeks	<ul style="list-style-type: none"> • Project plan and inception report
Phase 2: Status Quo/Profile (Analysis and Interpretation)	25%	8 Weeks	<ul style="list-style-type: none"> • Submission of detailed Topographical plan and status quo of the area • Land ownership and land rights investigations • Status quo of the development area investigations • Motivation Memorandum • Initial Geotechnical Report • Proof of submission of draft scoping report or basic assessment report • Information on bulk infrastructure and services • Land claims commissioner's report/ comment/ proof that the application has been sent to the land claims commissioners • In cases of unresolved disputes, geotechnical and environmental

			<p>conditions, the project may be relocated to an alternative area</p> <ul style="list-style-type: none"> • Mineral rights holder's consent or proof that consent has been requested from relevant authority (acknowledgement letter, or registered post, or signed register) • Original flood line certificate signed by Professional Engineer (if the area is affected, flood line must be indicated on the layout plan). • Locality Plan should be legible with true north and highlighting the exact location (boundary) of the development area • Certified copy of title deed • Community participation information (Agenda, minutes of meetings and attendance registers) • Community resolution signed by the Tribal/Municipality • Submission of reports
--	--	--	--

			(Motivational memorandum) i.e. EIA, Geotechnical report and Bulk service report etc.
Phase 3: Submission of applications and other relevant information/documents	25%	10 Weeks	<ul style="list-style-type: none"> • Proof of submission of application to the sector departments (acknowledgement letter, or registered post, or signed register) • 3 coloured copies of Layout plans that indicate x and y coordinates, outside figure and adjacent development/ land use • Proof of submission of the application to the department • Proof of submission of final scoping report or basic assessment report
Phase 4: Finalisation of application	10%	6 Weeks	<ul style="list-style-type: none"> • Environmental Authorization (ROD) • Contour lines with heights should be indicated on the Layout Plan • All planned areas should be covered with the contours • Layout Plan should be signed by Professional

			Land Surveyor, Professional Town Planner, Professional Engineer, Municipality and Tribal Authority (where necessary) <ul style="list-style-type: none"> • Mineral Right holder's consent • Response from the sector departments and municipality • Approval of layout plan • 6 coloured Copies of layout plan on A1 or A0
Phase 5: Pegging & Submission of plan to Surveyor General	25%	5 Weeks	<ul style="list-style-type: none"> • Pegging of the area (Proof of submission of plan to Survey General's office) and transfer of ownership (where applicable)
Phase 6: Project Closure	5%	4 Weeks	<ul style="list-style-type: none"> • Approval of general plan. • Closeout report
TOTAL	100%	9 MONTHS (36 Weeks)	

9. EVALUATION CRITERIA

The proposals will be evaluated in two stages, namely

Stage 1- Functionality

Only service providers that can demonstrate the required experience and skills relating to the execution of this project will be considered. The following criteria will be taken into account for the appointment of a successful service providers

A bid that score less than 70 points for functionality will be deemed non-compliant and thus, will be disqualified.

ITEM	CRITERIA		WEIGHTING	TOTAL SCORE
1	COMPANY EXPERIENCE			
	DEMARCATON OF SITES RELATED PROJECTS (appointment letter & completion certificate)			
	7 or more similar projects	30	30	
	4-6 similar projects	20		
	1-3 similar projects	10		
	0 similar projects	0		
	Total value of Demarcation of Sites Projects			
	2 million or more	15	15	
	1 to 1.9 million	10		
	800 to 999 Thousand	5		
	500 to 790 Thousand	2		
2	KEY PERSONNEL		20	
2.1	Team Leader must hold a qualification in Land Surveying/Geomatics, registered as a Professional Land Surveyor by the South African Geomatics Council (SAGC)	10	20	
	A Professional Planner registered with the South African Council for Planners (SACPLAN) in terms of the Planning Profession Act, 2002. A Copy of valid registration certificate is to be attached to the proposal.	10		
3.2	EXPERIENCE		15	
	Five years or more of progressively responsible professional work experience in site demarcation	15	15	

	3 – 4 years experience of progressively responsible professional work experience in site demarcation	10		
	1 – 2 years experience of progressively responsible professional work experience in site demarcation	5		
3.3	<p>Appropriateness of proposed approach and methodology which includes:</p> <ul style="list-style-type: none"> • Clear reporting mechanism Programme with clear timelines and output, Indicators and means of verifying • Proposed Project Management linked to the milestone, timeframe and quality assurance steps indicated • Proposed skills transfer 	20	20	

10. RELEVANT SKILLS AND EXPERIENCE

Skills and abilities required in the team to execute the project include the following:

10.1. The Project leader must hold a tertiary qualification in Land Surveying/Geomatics which is recognised for registration in the category of Professional Land Surveyor by the South African Geomatics Council (SAGC). A Copy of valid registration certificate is to be attached to the proposal including a letter of good standing from the Professional Body;

OR

A Professional Planner registered with the South African Council for Planners (SACPLAN) in terms of the Planning Profession Act, 2002. A Copy of valid registration certificate is to be attached to the proposal including a letter of good standing from the Professional Body;

10.2. Skills and abilities required in the team to execute the project include the following:

- Land Surveying
- Extensive Knowledge in Town and Regional Planning
- Knowledge and Understanding of Environmental, Geological and Archaeological issues, etc
- Proven experience in site demarcation
- Thorough understanding of cadastral data and Deeds information;
- Engineering expertise
- Sound understanding of land legal issues,
- Project Management
- Facilitation and translation skills
- Ability to think Strategically

- Good verbal and written communication including report writing skills and any other skills deemed necessary

10.3. It is therefore recommended that the service providers ensure that people with relevant skills are part of the projects. A list of people containing, among other things, names, qualifications and experience who will be directly involved in the project must be submitted. This should clearly include the names and CV's containing detailed information on relevant experience of all persons who will be directly contributing to the project, and their roles thereof;

10.4. The selected team members shall stay the same for the duration of the projects and cannot be changed without prior discussions and approval from the Moretele Local Municipality.;

10.5. The Team Leader (Land Surveyor/Town Planner) , GIS Professional, Land Legal Expert, will be attending all the Steering Committee Meetings.

11. INFORMATION GATHERING

11.1. The successful Service Provides are expected to make contact with all the relevant disciplines, officials and units to obtain relevant information that is required for the projects. Any existing information pertaining to the projects that may be required will be made available to the successful service providers;

11.2. In the light of the event that the service providers need a letter to confirm the motive for requesting information from the different spheres of government or parastatals, the municipality will provide the requested letter. ***However, the responsibility for collecting information necessary for the successful execution of the projects remains entirely with the service providers;***

12. REPORTING AND ACCOUNTABILITY

12.1. During the execution of the project, the service providers must submit regular progress reports and attend meetings at intervals as determined by the project team managing the service providers;

12.2. All electronic and hard copy information captured/utilised to provide the output of the projects remains the property of the Moretele Local Municipality. This data should be surrendered to the Municipality at the end of the projects, and it cannot be used or shared, whether for profit or otherwise with any other party, without written permission from the Municipality. The Municipality will retain copyright and all associated intellectual rights relating to the projects;

12.3. The projects will be signed off by the Municipal Manager when:

- All the end products (refer to list) have been delivered,
- A formal presentation has been made to the Municipality and project steering committee as well as relevant stakeholders, and all are satisfied that all requirements have been met.

4.1 PRICING SCHEDULE

4.1.1 Total amount indicated above includes all cost that the bidder will bear in line with the scope of work outlined as per relevant regulation.

4.1.2 Tender prices shall remain firm for the duration of the contract (9 Months) until the end of the contract

4.2 OVERVIEW ON EVALUATION PROCESS

Method 4 – Financial, Quality and Preference Offer

- 1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the bid.
- 2) Score bid evaluation points for financial offer.
- 3) Confirm that Bidders are eligible for the preferences claimed, and if so, score bid evaluation points for referencing .
- 4) Calculate total bid evaluation points.
- 5) Rank bid offers from the highest number of bid evaluation points to the lowest.
- 6) Recommended Bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. In the event that two or more bidders score equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE. However, when functionality is part of the valuation 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.

4.2.1 STAGE EVALUATION

Stage 1 - Responsiveness

All bids will on opening and before detailed evaluation, be tested whether each bid offer properly received:

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

Items of key importance to be addressed in the test for responsiveness are:

1. Valid original SARS Tax clearance certificate and a PIN issued by SARS
2. Company profile
3. Certified Identity Document of Director(s)
4. Authority of Signature
5. Key personnel Curriculum Vitae and certified copies of qualification attached
6. Company registration documents
7. Certified Copy or Original B-BBEE Status Level Validation Certificate
8. Municipal rates and taxes not older than three months/Letter of good standing/Lease agreement
9. Proof of Bidders banker
10. Terms of Reference (methodology) and Project Plan
11. Bank rating confirmation certificate
12. Company Experience on similar Projects Undertaken
13. Central Supplier Database Registration Summary Report

Bids will be considered non-responsive if inter-alia:

- The Bidder has dismantled the bid document.
- The bidder has not initialed and completed the document
- The bid is not in compliance with the full scope of work
- The bidder has not completed and/or signed the offer portion in the tender document.
- The Bidder has failed to clarify or submit any supporting documentation within the time for submission in the employer's written request.

4.3.1. Clarification of a bid offer

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

4.3.2 Evaluation of Bids

Add the following:

The procedure for the evaluation of responsive bid is **Method 4**. The total score for financial offer, quality and preference will be calculated as follows:

$N_T = W_c + N_p$ where,

N_T = Total score awarded to the Bidder(s) under consideration (max 100)

W_c = Score for Quality and Financial offer (80)

N_p = Score for preferences (max 20)

NOTE: If, after bids have been brought to comparative level, two or more bids score equal total evaluation points, the recommended Bidder shall be one scoring the highest number of preference points.

A AREAS TO BE INCLUDED IN EVALUATION PROCESS RELEVANT EXPERTISE

The Schedule of Relevant Expertise must be completed, detailing the proposed service providers team/ individuals (including identification of any sub-consultants if applicable) as follows:

- Names: with team/ project leader and main contact person clearly identified, and professional registration with prescribed institutions.
- List of recent work undertaken in similar/related fields. It is essential that suitably qualified and experienced personnel be assigned to this project.

B RECENT AND PREVIOUS EXPERIENCE

The schedule of previous experience listing recent and previous work of a similar nature undertaken by the firm or individuals. Provide proof of relevant experience from three references.

4.4.1 The Evaluation Criteria for Functionality and Quality are as follows:

Only tenderers who score a minimum score of 60 points in respect of the following functionality criteria will proceed to the price preference goals

Description of Quality Criteria	Maximum Number of Tender Evaluation points
1.1 Tenderer Experience	45
1.2 Key Personnel	20
1.3 Personnel Experience	15
1.4 Implementation Plan	20

The 80/20 principle will apply in terms of the Preferential Procurement Policy Framework Act 5 of 2000. 80 Points will be allocated to price and 20 Points will be allocated to the BBBEE contribution level

LOCAL AND NON LOCAL LABOURERS

In order to complete the work under this contract , I/We propose to employ the following number to carry out the portion /type of work as detailed

LOCAL:

NON LOCAL :

Management and Supervision Staff

In order to manage and supervise this project, the following is the staff we propose to be on site:

Name	Role	Experience	NQF level

--	--	--	--

4.4.2 Moretele Local Municipality Specific Goals

Women	5
Youth	5
Locality	5

4.4.3 BBBEE points in terms of the Preferential Procurement Policy Framework Act Regulations will be allocated as follows:

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

NB: Moretele Local Municipality will verify all the information submitted in terms of this bid and any information that is incorrect will result in that bid being automatically disqualified and not considered further.

5.1 AUTHORITY TO SIGNATURE

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

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

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

(I) Certificate for Company

I,, chairperson of the Board of Directors of
, hereby confirm that by resolution of the Board (copy
 attached) taken on 20....., Mr/Ms, acting in

the capacity of, was authorized to sign all documents in
 Connection with the Bid no:and any contract resulting from it, on behalf of the company.

Chairman:

As Witness: 1.

2.

Date :

(II) Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as,
 hereby authorize Mr/Ms, acting in the capacity of
to sign all documents in connection with the Bid for

.....and any contract resulting from it, on our behalf.

Name	Address	Signature	Date

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

(III) Certificate for Partnership

We, the undersigned, being the key partners in the business trading as,
hereby authorize Mr/Ms.
acting in the capacity of
, to sign all documents in connection with the Bid
 forand any contract resulting from it, on our behalf.

Name	Address	Signature	Date

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

(IV) Certificate for Joint Venture (JV)

We, the undersigned, are submitting this Bid offer in Joint Venture and hereby authorize Mr/Ms
,authorized signatory of the
 company..... acting in the capacity of lead partner,
 to sign all documents in connection with the Bid offer forand any contract resulting from it, on our behalf.
 This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all
 the partners to the Joint Venture.

Name of Company	Address	Duly Authorized Signature
Lead Partner		Signature
		Name
		Designation
Lead Partner		Signature
		Name
		Designation

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of individual Companies.

(V) Certificate for Sole Proprietor

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

Signature of Sole Owner :

Date:

As Witnesses:

.....

Date:

6.1 GENERAL CONDITION OF CONTRACT

TABLE OF CLAUSES

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

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.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the 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 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 providers 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 non-refundable fee for documents may be charged.

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

4. Standards 4.1 the goods supplied shall conform to the standards mentioned in the bidding document and specifications.

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque.

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

8. Inspections , tests and analyses

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

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

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

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

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

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

8.7 Any contract goods may on or after delivery be inspected, tested or 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 weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

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

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

14. Spare parts

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

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

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's

risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated

at or near the place where the goods are required, or the supplier's services are not readily available.

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

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

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

23. Termination for default

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

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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within nine (9) working days of such imposition, furnish the National Treasury ,with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

27.4 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 wilful misconduct, and in the case of infringement pursuant to Clause 6;

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

7.1 DECLARATION OF INTEREST

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

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state* **YES / NO**

3.6.1 If so, furnish particulars.

.....
.....

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

3.7.1 If so, furnish particulars.

.....
.....

3.8 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?

3.8.1 If so, furnish particulars.

.....
.....

3.8 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

3.9.1 If so, furnish particulars

.....

* 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.

.....

YES/NO

3.10 Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....

.....

3.11 Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.11.1 If so, furnish particulars.

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name

7.2 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document form part of the bid.
- 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	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

7.3 FORM OF OFFER AND ACCEPTANCE

A. OFFER

The **Employer**, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

BID NO: MLM/LED/DERMA/200/MOSETLHA/02/2023

INVITATION TO TENDER: DEMARCATION OF SITES PROJECT

The **Bidder**, identified in the Offer signature block below, has examined the documents listed in the Bid , and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Service Providers under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Bid identified.

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

.....

.....

.....Rand (in words);

R..... (in figures), (or other suitable wording).

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid , whereupon the Bidder becomes the party named as the Service Providers in the Conditions of Bid .

FOR THE BIDDER:

Signature

Name

Capacity

Name and Address of Organization

Name : -----

Address : -----

Signature and Name of Witness

Signature

Name

Date: -----

B. ACCEPTANCE

By signing this part of this **FORM OF OFFER AND ACCEPTANCE**, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the, Conditions of Bid identified in the Bid . Acceptance of the Bidder's Offer shall form an agreement, between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the, Contract that is the subject of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document. Unless the Bidder (now Service Providers) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties,

FOR THE EMPLOYER:

Signature

Name

Capacity

Name and Address of Organization

Name: _____

Address: _____

Signature and Name of Witness

Signature

Name

Date: -----