|  |
| --- |
|  |
| **MUNICIPAL LOGO AND NAME** |

**SCM8-22/23-XXXX**

**TENDER FOR THE PROVISION OF PEST CONTROL, FOGGING AND FUMIGATION SERVICES ON A QUARTERLY BASIS FOR A PERIOD OF TWENTY-FOUR (24) MONTHS AS PER SPECIFICATION TO THE XYZ LOCAL MUNICIPALITY**

**BIDDER:**

**CSD REGISTRATION:**

**CLOSING DATE: XX AUGUST 20XX**

**CLOSING TIME: 11h00**

**ENQUIRIES:**

SUPPLY CHAIN MANAGEMENT

XYZ LOCAL MUNICIPALITY

THWATHWA BUILDING

PRIVATE BAG X 0155

BHISHO

**SCM SPECIFIC ENQUIRIES**

Enquires: Mr J. John

Email Address: [Joe.John@xyzmun.gov.za](mailto:Joe.John@xyzmun.gov.za)

Tel No: 012 665 8000

**TECHNICAL /PROJECT SPECIFIC ENQUIRIES**

Enquires: Ms A. Smonds

Email Address: [anele.smond@xyzmun.gov.za](mailto:anele.smond@xyzmun.gov.za)

Tel.No.: 012 – 665 8002

**Fraud, Complaints & Tender Abuse Hotline**

**0800 112 113 (toll free number)**

PART A

INVITATION TO BID

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (***NAME OF DEPARTMENT/ PUBLIC ENTITY***)** | | | | | | | | | |
| BID NUMBER: | **SCM8-22/23-XXX** | | CLOSING DATE: | **01 AUGUST 20XX** | | | CLOSING TIME: | | **11h00** |
| DESCRIPTION | **QUOTATION FOR THE PROVISION OF PEST CONTROL, FOGGING AND FUMIGATION SERVICES ON A QUARTERLY BASIS FOR A PERIOD OF TWENTY-FOUR (24) MONTHS AS PER SPECIFICATION TO THE XYZ LOCAL MUNICIPALITY** | | | | | | | | |
| **BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*** | | | | | | | | | |
| **XYZ LOCAL MUNICIPALITY, 206 ANDRE DE WET AVENUE, GROUND FLOOR, PRETORIA** | | | | | | | | | |
| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | | | | | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** | | | | |
| CONTACT PERSON | | XYZ Local Mun | | | CONTACT PERSON | | | Ms A. Smonds | |
| TELEPHONE NUMBER | | Mr J, John | | | TELEPHONE NUMBER | | | 012-665 8001 | |
| FACSIMILE NUMBER | | 012 665 8000 | | | FACSIMILE NUMBER | | |  | |
| E-MAIL ADDRESS | | [Joe.John@xyzmun.gov.za](mailto:Joe.John@xyzmun.gov.za) | | | E-MAIL ADDRESS | | | [anele.smond@xyzmun.gov.za](mailto:anele.smond@xyzmun.gov.za) | |
| **SUPPLIER INFORMATION** | | | | | | | | | |
| NAME OF BIDDER | |  | | | | | | | |
| POSTAL ADDRESS | |  | | | | | | | |
| STREET ADDRESS | |  | | | | | | | |
| TELEPHONE NUMBER | | CODE |  | NUMBER | | |  | | |
| CELLPHONE NUMBER | |  | | | | | | | |
| FACSIMILE NUMBER | | CODE |  | NUMBER | | |  | | |
| E-MAIL ADDRESS | |  | | | | | | | |
| VAT REGISTRATION NUMBER | |  | | | | | | | |
| SUPPLIER COMPLIANCE STATUS | | TAX COMPLIANCE SYSTEM PIN: |  | | **OR** | CENTRAL SUPPLIER DATABASE No: | MAAA | | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | | TICK APPLICABLE BOX]  Yes  No | | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | [TICK APPLICABLE BOX]  Yes  No | | |
| ***[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]*** | | | | | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | | Yes No  [IF YES ENCLOSE PROOF] | | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | | Yes No  [IF YES, ANSWER PART B:3 ] | | |
| **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** | | | | | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO  DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO  DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO  DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO  IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO  **IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.** | | | | | | | | | |

PART B

TERMS AND CONDITIONS FOR BIDDING

|  |
| --- |
| 1. **BID SUBMISSION:** |
| * 1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.   2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**   3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.   4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).** |
| 1. **TAX COMPLIANCE REQUIREMENTS** |
| 1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS. 3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://www.sars.gov.za). 4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 6. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.” |

**TOTAL FOR BID PRICE**

………………………………………………………………………………………………

……………………………………………… …....................................... Rand (in words)

(Carried over from page 18)

R …..………….…………..……………………….……….…… (in figures)

(Carried over from page 18)

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

SIGNATURE OF BIDDER: ……………………………………………

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

(Proof of authority must be submitted e.g. company resolution)

DATE: …………………………………………...

**SCM8-22/23-XXXX**

**TENDER FOR THE PROVISION OF PEST CONTROL, FOGGING AND FUMIGATION SERVICES ON A QUARTERLY BASIS FOR A PERIOD OF TWENTY-FOUR (24) MONTHS AS PER SPECIFICATION TO THE XYZ LOCAL MUNICIPALITY**

XYZ Local Municipality hereby invites tenderers to submit tenders for { Name of project, location and its estimated duration}. The extent of scope entails provision of pest control, fogging and fumigation services on a quarterly basis in xyz local municipal offices.

Only tenders with the above mentioned grade, who have a capacity and capability to execute the works, whose tax payers are inorder and not restricted from trading with the state are eligible to submit tender.

Tender documents are downloadable for free of charge from National Treasury’s eTender Portal: (<http://www.etenders.gov.za/content/advertised-tenders>) or from {XYZ Local Municipality} website ([www.xyzlocalmunipal.gov.za/](http://www.xyzlocalmunipal.gov.za/), then click the Tenders drop down function). Alternatively, those who wish to purchase hardcopies from the offices of {XYZ Local Municipality}, tender documents can be obtained at a non-fundable price of **{State the amount in Rands & cents}** per document from *{State address details and office number, time of availability of documents and date}***.**

This entire document, when agreed to and appointed, constitute the contract.

Queries relating to the issuing of these documents may be addressed in writing to {state the name(s) of SCM official(s} responsible for issuing of tender documents and their contact details (preferable email addresses } and Technical enquiries related to the scope of works and pricing instructions may be addressed to, {If necessary, state the names offcials or persons responsible for Technical enquiries and their contact details (preferable email addresses)}

No compulsory briefing will be held.

The closing time for receipt of tenders by the {XYZ Local Municpipality} is **{Closing time}** on {Closing date, month and year}.Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted in sealed envelopes clearly marked **“{SCM number: Name of Project as it appears on cover page}”** must be deposited in the bid box, {State the exact location of a Tender Box}**.**

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and the correct location as the municipality will not take responsibility of wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the municipality will not be held responsible for wrong delivery, not delivered to {XYZ Local Municipality} officials. { XYZ Local Municipality} will not accept responsibility if bids received by officials OR security personnel are not timely deposited in the Bid Box.

Tenders may only be submitted on the tender documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (<https://secure.csd.gov.za>). Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

|  |
| --- |
| **This tender will be evaluated in two (2) stages** |
| Phase 1: Evaluation for compliance to bid rules and conditions |
| Phase 2: Bidders passing the above will be evaluated on PPPFA |

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

Maximum points on price **-** **80 points**

Maximum points for Specified Goals (Preference points) **-** **20** **points**

**TOTAL - 100 points**

1. **BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS**:

The minimum specifications, bid evaluation criteria, bid rules and special conditions of tendern are detailed in the bid/ quotation document.

1. **ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED to**

|  |  |
| --- | --- |
| **SCM SPECIFIC ENQUIRIES**  Enquires: Mr J. John  Email Address: [Joe.John@xyzmun.gov.za](mailto:Joe.John@xyzmun.gov.za)  Tel No: 012 665 8000 | **TECHNICAL /PROJECT SPECIFIC ENQUIRIES**  Enquires: Ms A. Smonds  Email Address: [anele.smond@xyzmun.gov.za](mailto:anele.smond@xyzmun.gov.za)  Tel.No.: 012 – 665 8002 |

**Fraud, Complaints & Tender Abuse Hotline**

**0800 112 113 (toll free number)**

**SPECIAL CONDITIONS OF BID**

**1. INTERPRETATION**

The word “Bidder” in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word “Municipality” in these conditions shall mean the XYZ LOCAL MUNICIPALITY.

For the purpose of this document, the word “bid” is used interchangeable with the word “tender” or “purchaser”.

1. **EXTENT OF BID**

This contract is for the **PROVISION OF PEST CONTROL, FOGGING AND FUMIGATION SERVICES ON A QUARTERLY BASIS FOR A PERIOD OF TWENTY-FOUR (24) MONTHS AS PER SPECIFICATION TO THE XYZ LOCAL MUNICIPALITY**

**3. CONTRACT TO BE BINDING**

The formal acceptance of this Bid by the Municipality constitute a contract binding on both parties, and the Municipality may require sureties to it’s satisfaction from the contractor, for the due fulfilment of this contract.

**4. MODE OF BID**

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any bid will not necessarily be accepted.***

The Municipality wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

**5. QUALITY**

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Municipality prior to the submission of a Bid.

**6.** **INSURANCE CLAIMS, ETC.**

The Municipality shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify The Municipality against all risks or claims which may arise.

**7. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE**

All Bids must remain valid for a period of **60 days** from the closing date as stipulated in the bid document.

**8. PENALTY PROVISION**

**8.1** Should the successful Bidder:

[a] Withdraw the Bid during the afore-mentioned period of validity; or

[b] Advise the Municipality of his / her / their inability to fulfil the contract; or

[c] Fail or refuse to fulfil the contract; or

[d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Municipality:

[a] All expenses incurred by the Municipality to advertise for or invite and deliberate upon new Bids, should this be necessary.

[b] The difference between the original accepted Bid price (inclusive of escalation) and:

[i] A less favourable (for the Municipality) Bid price (inclusive of escalation) accepted as an alternative by the Municipality from the Bids originally submitted; or

[ii] A new Bid price (inclusive of escalation).

**8.2** Should the successful Bidder failed to deliver, provisions of the General Conditions of Contract will apply.

**83** Disputes between the Municipality and a bidder (if any) will be dealt with in the form of litigation.

**9. BRAND NAMES**

Wherever a brand name is specified in this BID document (i.e. in the specifications, pricing schedule or bill of quantities or anywhere in this document), the municipality’s requirement is not limited to the specified brand name, but requires an item similar/equivalent or better than specified.

**10. VALUE ADDED TAX**

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a “Tax Invoice” for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

**11. PRICE ESCALATION**

No escalation of prices will be considered.

**12. AUTHORITY TO SIGN BID DOCUMENTS**

1. In the event that a resolution to sign is not completed by all directors (in terms of the Companies Act 2008) /partners/members (in terms of Close Corporation Act 1984) of the enterprise, the signature of any one of the directors /partners/members to this bid/quotation will bind all the directors /partners/members of the enterprise and will therefore render the bid valid.
2. In the event that a non-directors /non-partners/non-members to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.
3. In the case of a joint venture or consortium, at least one director /partner/member of each of the parties need to sign the joint venture or consortium agreement.
4. Furthermore, in the case of a joint venture or consortium at least one director /partner/member of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid

**13. DELIVERY PERIODS**

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the Municipality the contract, form and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

**14**. **DISPUTES**

In the event that disputes cannot be resolved by internal systems, the disputes will be settled by litigation.

**15. CLOSING DATE / SUBMITTING OF BIDS**

**15.1** Bids must be submitted in sealed envelopes clearly marked: **SCM8-22/23 – XXXX- PROVISION OF PEST CONTROL, FOGGING AND FUMIGATION SERVICES ON A QUARTERLY BASIS FOR A PERIOD OF TWENTY-FOUR (24) MONTHS AS PER SPECIFICATION TO THE XYZ LOCAL MUNICIPALITY**

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box, Ground floor, XYZ Local Municipality, Thwathwa Building, 206 Andre de Wet Avenue, Pretoria, not later than **11h00** on **01 AUGUST 20xx** when bids will be opened in public.

Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Municipality bid box prior to the closing date and that it is not delivered to Municipal officials. The Municipality will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

**TERMS OF REFERENCE / SPECIFICATIONS**

**PROVISION OF PEST CONTROL, FOGGING AND FUMIGATION SERVICES ON A QUARTERLY BASIS FOR A PERIOD OF TWENTY-FOUR (24) MONTHS AS PER SPECIFICATION TO THE XYZ LOCAL MUNICIPALITY**

1. **PURPOSE**

The municipality intends to appoint a suitable service provider with suitable expertise and experience for the provision of a pest control, fogging and fumigation services to all municipal Offices in Pretoria on a quarterly basis for a period of twenty-four (24) months.

1. **SCOPE OF WORK.** 
   1. Bid price must include all costs associated with execution of the job i.e. travels, labour, material, chemical and equipment tools necessary for the execution of pest control services.
   2. The pesticides used by the service provider must be odourless and **SABS** approved **SANS 5689** and not harmful to humans.
   3. It will be the responsibility of the successful bidder/Company to ensure that the chemical usage does not differ from the laws and regulations stipulated by the Government in the Occupational Health And Safety Act No. 85 of 1993
   4. Pest control and treating of rodents (rats, mice, birds, flies, fleas, bees, snakes, ants and millipedes.
2. The service provider must be registered as a Pest Control Operator in Structural Pest Control and Fumigation with the Department of Agriculture, Forestry & Fisheries. A certified copy of registration certificate must be submitted with the quotation.
   1. Services to be rendered on a quarterly basis for a period of twenty-four (24) months

Odourless

ITEM NO1 : FUMIGATION – XYZ LOCAL MUNICIPALITY, PRETORIA

|  |  |  |  |
| --- | --- | --- | --- |
| **NAME OF BUILDING** | **FLOOR** | **NO OF OFFICES** | **TYPE OF FUMIGATION** |
| **CITRUS BUILDING** | **GROUND FLOOR** | 9 Offices | ODORLESS |
| 1 Kitchen | ODORLESS |
| 2 Store rooms | ODORLESS |
| 15 open space | ODORLESS |
| **FIRST FLOOR** | 12 Offices | ODORLESS |
|  | 3 strong room | ODORLESS |
| 2 kitchens | ODORLESS |
| 9 open space | ODORLESS |
| **LEMON TERRACE** | **GROUND FLOOR** | 4 offices | ODORLESS |
| I kitchen | ODORLESS |
| **FIRST FLOOR.** | 6 offices | ODORLESS |
| I kitchen | ODORLESS |
| **PEAR SHY BUILDING** | **GROUND FLOOR NO.7** | 2 offices | ODORLESS |
| 1 Lounge | ODORLESS |
| 1 Kitchen | ODORLESS |
| 1 store room | ODORLESS |
| **HOUSE NO.10** | 8 offices | ODORLESS |
| 2 Kitchen | ODORLESS |
| 1 store room | ODORLESS |

**PLEASE NOTE:**

* Any specification related enquiries may be directed to **Ms A. Smonds at 012 665 8002**

**Specification confirmed by: …………………………………….**

**Signature: ………………………………………………**

**PROVISION OF PEST CONTROL, FOGGING AND FUMIGATION SERVICES ON A QUARTERLY BASIS FOR A PERIOD OF TWENTY-FOUR (24) MONTHS AS PER SPECIFICATION TO THE XYZ LOCAL MUNICIPALITY**

**THE EVALUATION CRITERIA**

|  |
| --- |
| **This tender will be evaluated in two (2) phases as follows:** |
| Phase 1: Compliance, responsiveness to the bid rules and conditions, thereafter |
| Phase 2: Bidders passing stage above will thereafter be evaluated on PPPFA |

1. **EVALUATION CRITERIA**

**PHASE 1 – COMPLIANCE, RESPONSIVENESS AND CONDITIONS**

The purpose of this pre-qualification evaluation is to determine which bid responses are complaint and non-complaint with the bid specifications issued by the municipality as part of the bid process

1. **Bidders’ proposals must meet the following minimum requirements and the required supporting documents must be submitted with the completed quotation document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:**
2. Bids must be submitted on the original documents and bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
3. The following Declarations must be completed and signed: (**MBD4, MBD5, MBD 8 and MBD 9).**
4. Bidder’s proposals that do not meet the specifications will be eliminated.
5. If the offer is “Vat Inclusive”, the VAT registration number of service provider must be indicated.
6. The service provider must be registered as a Pest Control Operator in Structural Pest Control and Fumigation with the Department of Agriculture, Forestry & Fisheries. A certified copy of registration certificate must be submitted with the quotation.
7. The following Annexures must be completed **(Annexure A, B, C and D)**
8. Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered.  Bidders are also not allowed to submit a bid/ quotation whilst they are in agreements with other bidders in the form of joint ventures or consortiums.
9. **Other Conditions of bid**
10. The bidder must be registered on Central Supplier Database (CSD) prior award
11. All bidders’ tax matters must be in order prior award. Bidders’ tax matters will be verified through CSD.
12. The form **MBD 1** must be properly completed and signed.
13. For bidders to qualify for points for Specific, the bidders are required to be submit with the quotation:
14. Complete the Preference Points Claim Form in full, sign the declaration and date it;
15. Attach an MAAA number for purposes of verifying Claimed points in the preference schedule.
16. Failure to submit any of the above (a or b) will result in zero points scored for Specified Goals.
17. The Preference Points Claim Form must be properly completed. Failure to do so, will result in the non awarding of points.
18. The Municipality will contract with the successful bidder with an official order.
19. **PHASE 2 - EVALUATION ON NEW PPPFA**

**THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT WILL BE APPLIED AND 80/20 POINTS SYSTEM WILL BE APPLICABLE**

**POINTS FOR PRICE 80 POINTS**

**MAXIMUM POINTS FOR SPECIFIED GOALS 20 POINTS\***

**TOTAL POINTS 100 POINTS**

\*The table below must be used to calculate the score out of **20 for Specified Goals**

|  |  |
| --- | --- |
| Designated groups | Number of Points  (80/20) |
| * + - Points for HDI status (100% Black owned) | 10 |
| * + - Points for 51% Women’s Equity | 2.5 |
| * + - Points for black person with Disability | 2.5 |
| * + - Points for 51% owned Youth firm | 2 |
| * + - Points for Locality (Contractors domiciled in the XXX Province) | 3 |
| Form not completed or submitted | 0 |

**NOTE:**

**The tenderer must submit a CSD number, CIPC documents indicating share ownership or directorship of the company or a comprehensive CSD report which must indicate the names of the owners, their gender, race, age, whether there is a person living with disability or not and the address of a company (first address on CSD), inorder to claim the preferential procurement points.**

1. **CANCELLATION AND RE‐INVITATION OF TENDERS**

The municipality may, prior to the award of the tender, cancel the tender if‐

1. due to changed circumstances, there is no longer a need for the services, works or goods requested; or
2. funds are no longer available to cover the total envisaged expenditure; or
3. no acceptable tenders are received; or
4. Tender validity period has expired; or
5. Gross irregularities in the tender processes and/or tender documents; or
6. No market related offer received (after attempts of negotiation processes)

Where applicable, the decision to cancel the tender will be published in the municipality website and in the Tender Bulletin or the media in which the original tender invitation as advertised.

**List of returnable documents**

**A Returnable Schedules required for tender evaluation purposes**

The tenderer must complete the following returnable schedules as relevant:

1. MBD 1 – Invitation to Bid
2. Record of Addenda to Tender Documents
3. Proposed Amendments and Qualifications
4. MBD 3.1- Price Schedule
5. MBD 4 - Declaration on Interest
6. MBD 5-Declaration for procurement above R10 million (all applicable taxes included) - (fully completed and signed)
7. Preference Points claim form
8. MBD 6.2 – Declaration of Local Content and Production and relevant Annexures
9. MBD 8 – Declaration of Bidder’s Past SCM Practices
10. MBD 9 – Certificate of Independent Bid Determination
11. Resolution for Signatory
12. Certificate of Joint Ventures
13. General Conditions of Contract

MBD 3.1

## PRICING SCHEDULE – FIRM PRICES

**(PURCHASES)**

**NOTE:** **ONLY FIRM PRICES WILL BE ACCEPTED**

|  |
| --- |
| Name of bidder ………………………………………….. Bid number  **SCM5-22/23-XXXX**  Closing Time **11h00**  Closing date **01 AUGUST 20XX** |

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

**PROVISION OF PEST CONTROL, FOGGING AND FUMIGATION SERVICES ON A QUARTERLY BASIS FOR A PERIOD OF TWENTY-FOUR (24) MONTHS AS PER SPECIFICATION TO THE XYZ LOCAL MUNICIPALITY**

**ITEM NO.1: FUMIGATION AT XYZ LOCAL MUNICIPALITY O**FFICES

| **ITEM NO** | **NAME OF THE BUILDING** | **FLOOR** | **NO OF OFFICES** | **UNIT PRICE** | **QUOTED PRICE (MUST BE FIRM AND INCLUSIVE OF ALL COSTS** |
| --- | --- | --- | --- | --- | --- |
| **(A)** | **(B)** | **(A x B = C)** |
| 1 | **CITRUS BUILDING** | **GROUND FLOOR** | 9 Offices | R………………. | R…..…...……... |
| 1 Kitchen | R………………. | R…..…...……... |
| 2 Store rooms | R………………. | R…..…...……... |
| 15 open space | R………………. | R…..…...……... |
| **FIRST FLOOR** | 12 Offices | R………………. | R…..…...……... |
| 3 strong room | R………………. | R…..…...……... |
| 2 kitchens | R………………. | R…..…...……... |
| 9 open space | R………………. | R…..…...……... |
| 2 | **LEMON TERRACE** | **GROUND FLOOR NO** | 4 offices | R………………. | R…..…...……... |
| I kitchen | R………………. | R…..…...……... |
| **FIRST FLOOR.** | 6 offices | R………………. | R…..…...……... |
| I kitchen | R………………. | R…..…...……... |
| 3 | **PEAR SHY** | **GROUND** | 2 offices | R………………. | R…..…...……... |
| 1 Lounge | R………………. | R…..…...……... |
| 1 Kitchen | R………………. | R…..…...……... |
| 1 store room | R………………. | R…..…...……... |

| **NO** | **NAME OF BUILDING** | **FLOOR** | **NO. OF OFFICES** | **UNIT PRICE** | **QUOTED PRICE (MUST BE FIRM AND INCLUSIVE OF ALL COSTS** |
| --- | --- | --- | --- | --- | --- |
| **(A)** | **(B)** | **(A x B = C)** |
|  | **PEAR SHY** | **FIRST FLOOR** | 8 offices | R…………….. | R…………..…… |
| 2 Kitchen | R…………….. | R…………..…… |
| 1 store room | R…………….. | R…………..…… |

| **TOTAL** | **R…………………………….…..** |
| --- | --- |
| **VAT @ 15% if applicable** | **R………….………………..……** |
| **GRAND TOTAL** *(Grand total must be carried over to page 3)* | **R……….………………………** |

If VAT is charged, VAT registration must be completed below

**VAT NUMBER REGISTRATION ………………………………………….**

**Record of Addenda to Tender Documents**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: | | | | | |
|  | **Date** | | **Title or Details** | | |
|  |  | |  | | |
|  |  | |  | | |
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|  |  | |  | | |
|  |  | |  | | |
| Attach additional pages if more space is required. | | | | | |
| Signed | |  | | Date |  |
| Name | |  | | Position |  |
| Tenderer | |  | | | |

**2. Proposed amendments and qualifications**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.  The Tenderer’s attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer’s handling of material deviations and qualifications.   |  |  |  | | --- | --- | --- | | **Page** | **Clause or item** | **Proposal** | |  |  |  | | | | |
| Signed |  | Date |  |
| Name |  | Position |  |
| *Tenderer* |  | | |

**MBD 4 - DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her positionin relation to the evaluating/adjudicating authority where-

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

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

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

2.1 Full Name of bidder or his or her representative: ………………………………………………….

* 1. Identity Number:……………………………………………………………………………………...
  2. Position occupied in the Company (director, trustee, shareholder², member): ………………………………………………………………………………………………………….
  3. Registration number of company, enterprise, close corporation, partnership agreement or trust: ……………………………………………………………..………….……………………………….
  4. Tax Reference Number: ………………………………………………………………………………
  5. VAT Registration Number: ………………………………………………………………………....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹“State” means –

(a) 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);

(b) any municipality or municipal entity;

(c) provincial legislature;

(d) national Assembly or the national Council of provinces; or

(e) Parliament.

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

2.7 Are you or any person connected with the bidder **YES / NO**

presently employed by the state?

* + 1. If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

……....………………………………

Name of state institution at which you or the person connected to the bidder is employed :

……….. ………………………………………

Position occupied in the state institution: ………………………………………

Any other particulars:

………………………………………………………………

………………………………………………………………

………………………………………………………………

* + 1. If you are presently employed by the state, did you obtain **YES / NO / N/A**

the appropriate authority to undertake remunerative

work outside employment in the public sector?

* + - 1. If yes, did you attach proof of such authority to the bid **YES / NO / N/A**

document?

(Note: Failure to submit proof of such authority, where

applicable, may result in the disqualification of the bid.

* + - 1. If no, furnish reasons for non-submission of such proof:

…………………………………………………………………….

…………………………………………………………………….

…………………………………………………………………….

* 1. Did you or your spouse, or any of the company’s directors / **YES / NO**

trustees / shareholders / members or their spouses conduct

business with the state in the previous twelve months?

* + 1. If so, furnish particulars:

…………………………………………………………………..

…………………………………………………………………..

…………………………………………………………………...

* 1. Do you, or any person connected with the bidder, have **YES / NO**

any relationship (family, friend, other) with a person

employed by thestate and who may be involved with

the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

……………………………………………………………...

…………………………………………………………..….

………………………………………………………………

2.10 Are you, or any person connected with the bidder, **YES/NO**

aware of any relationship (family, friend, other) between

any other bidder and any person employed by the state

who may be involved with the evaluation and or adjudication

of this bid?

2.10.1 If so, furnish particulars**.**

………………………………………………………………

………………………………………………………………

………………………………………………………………

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**

of the company have any interest in any other related companies

whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

…………………………………………………………………………….

…………………………………………………………………………….

…………………………………………………………………………….

1. **Full details of directors / trustees / members / shareholders.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Full Name** | **Identity Number** | **Personal Income Tax Reference Number** | **State Employee Number / Persal Number** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**4 DECLARATION**

I, THE UNDERSIGNED (NAME)………………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

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

………………………………….. ..……………………………………………

Signature Date

…………………………………. ………………………………………………

Position Name of bidder

**MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED**

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

1 Are you by law required to prepare annual financial statements for auditing?

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

……………………………………………………………… ………………………………………………………YES / NO

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

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

2.2 If yes, provide particulars. ……………………………………………………………………………………….…… ………………………………………………………………. ………………………………………………………………. ……………………………………………………………..

\* Delete if not applicable \*

YES / NO \*YES / NO

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

3.1 If yes, furnish particulars ………………………………………………………………….…………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………….………… \*YES / NO

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

4.1 If yes, 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 of Bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT ACT**

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

**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 POLICY ACT.**

1. **GENERAL CONDITIONS**
   1. The following preference point systems are applicable to all bids:

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

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

b) Either the 80/20 preference point system will be applicable to this tender Points for this bid shall be awarded for:

1. Price; and
2. B-BBEE Status Level of Contributor.
   1. The maximum points for this bid are allocated as follows:

**1.3.1.1 PRICE** …..90..

**1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS**

1. **Historically Disadvantaged Individuals (Black owned):**

1. who had no franchise in national elections before

the 1983 and 1993 Constitutions (100% black owned) …10….

(ii) who is at least 51% women owned …2.5….

(iii) who has a disability …2.5….

(**b) Other specific goals (goals of the RDP- plus local manufacture)**

1. who is at least 51% Youth owned …3….
2. XXX Province Domicilium …2….

**Total points for Price, HDIs and other RDP-**

**goals must not exceed** **100**

**Separate Preference Points Claim Forms will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3.1.2 (b) above.**

* 1. 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.

1. **DEFINITIONS**
2. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
3. “**B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
4. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
5. **“Black people”** is a generic term which means Africans, Coloureds and Indians - (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date.
6. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
7. **“Designated group”** means – black designated groups; black people; women; People with disabilities; black people living in rural and township areas; small enterprises, as defined in section 1 of National Small Enterprises Act, 1996 (Act No. 102 of 2005
8. **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
9. **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
10. **“People with Disabilities”** has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998);
11. **“prices”** includes all applicable taxes less all unconditional discounts;
12. **“proof of B-BBEE status level of contributor”** means:
13. B-BBEE Status level certificate issued by an authorized body or person;
14. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
15. Any other requirement prescribed in terms of the B-BBEE Act;
16. **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
17. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
18. **POINTS AWARDED FOR PRICE**
    1. **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

**80/20 or 90/10**

**** or ****

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

1. **BID DECLARATION**
   1. Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:
2. **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1** 
   1. B-BBEE Status Level of Contributor: . = ………(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

1. **SUB-CONTRACTING**
   1. Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

|  |  |  |  |
| --- | --- | --- | --- |
| YES |  | NO |  |

* + 1. If yes, indicate:

1. What percentage of the contract will be subcontracted............…………….…………%
2. The name of the sub-contractor…………………………………………………………..
3. The B-BBEE status level or Number of Specified goals as per 1.3.1.2 of the sub-contractor......................................……………..
4. Whether the sub-contractor is an EME or QSE

***(Tick applicable box***)

|  |  |  |  |
| --- | --- | --- | --- |
| YES |  | NO |  |

1. **DECLARATION WITH REGARD TO COMPANY/FIRM**
   1. Name of company/firm:…………………………………………………………………………….
   2. VAT registration number:……………………………………….…………………………………
   3. Company registration number:…………….……………………….…………………………….
   4. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[Tick applicable box]

* 1. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

…………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

* 1. COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[*Tick applicable box*]

* 1. Total number of years the company/firm has been in business:……………………………

1. **List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 1.3.1.2.**

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the bidder to fill in all the information. The full company composition is required including HDI and Non-HDI status. The ownership must accumulate to **100%.**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Name** | **Position occupying in Enterprise** | **ID Number** | **Date RSA Citizenship obtained** | **\* HDI Status** | | | | **%**  **of business / enterprise owned** |
| No franchise prior to elections  (Y / N) | Women  (at least 51% owned)  (Y / N) | Disabled  (Y / N) | Youth  (at least 51% owned)  (Y / N) |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |

\*NOTE: Y - YES / N – NO

1. **Consortium / Joint Venture**
   1. In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

|  |  |
| --- | --- |
| **Name of HDI member (to be consistent with paragraph 1.3.1.2)** | **Percentage (%) of the contract value managed or executed by the HDI member** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

* 1. 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 Specified Goals claimed indicated in paragraphs 1.3.1.2 and 5.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.3.1.2 and 5.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
4. If the Specified Goals have 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 –
   1. disqualify the person from the bidding process;
   2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
   3. 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;
   4. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
   5. forward the matter for criminal prosecution.

……………………………………….

SIGNATURE(S) OF BIDDERS(S)

DATE: …………………………………..

ADDRESS …………………………………..

…………………………………..

…………………………………..

WITNESSES

1. ……………………………………..
2. …………………………………….

MBD 6.2

**MBD 6.2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. **General Conditions**
   1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
   2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
   3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
   4. A person awarded a contract in relation to a designated sector, may not sub-contract 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.
   5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

LC = [1 - x / y] \* 100

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.**

* 1. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

1. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Description of services, works or goods** | **Unit**  **(e.g. m2, m3, ton, etc)** | **Quantity** | **Stipulated minimum threshold** |
|  | **Steel reinforcement** |  |  |  |
| 1 | Ref 245 fabric reinforcement | m2 | 75 | 100% |
|  | **Mild Steel** |  |  |  |
| 2 | 10mm diameter bars | kg | 479 | 100% |
| 3 | 8mm diameter bars | kg | 287 | 100% |
|  | **High tensile steel** |  |  |  |
| 4 | 20mm diameter bars | kg | 753 | 100% |
| 5 | 16mm diameter bars | kg | 778 | 100% |
| 6 | 12mm diameter bars | kg | 1196 | 100% |
| 7 | 10mm diameter bars | kg | 895 | 100% |

**3**. Does any portion of the goods or services offered

have any imported content?

(***Tick applicable box***)

|  |  |  |  |
| --- | --- | --- | --- |
| YES |  | NO |  |

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

|  |  |
| --- | --- |
| **Currency** | **Rates of exchange** |
| US Dollar |  |
| Pound Sterling |  |
| Euro |  |
| Yen |  |
| Other |  |

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

**4.** Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**

**(REFER TO ANNEX B OF SATS 1286:2011)**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**  **IN RESPECT OF BID NO.**: **SCM5-22/23-XXX**  **ISSUED BY**: (Procurement Authority / Name of Institution): **XYZ LOCAL MUNCIPALITY**  NB   1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder. 2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial development/ip.jsp](http://www.thdti.gov.za/industrial%20development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.**  Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.   I, the undersigned, …………………………….................................................... (full names),  do hereby declare, in my capacity as ……………………………………… ………..  of ...............................................................................................................(name of bidder entity), the following:   1. The facts contained herein are within my own personal knowledge. 2. I have satisfied myself that: 3. the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and 4. The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:  |  |  | | --- | --- | | Bid price, excluding VAT (y) | R | | Imported content (x), as calculated in terms of SATS 1286:2011 | R | | Stipulated minimum threshold for local content (paragraph 3 above) |  | | Local content %, as calculated in terms of SATS 1286:2011 |  |   **If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**  **The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**   1. I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011. 2. I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).   **SIGNATURE: DATE: \_\_\_\_\_\_\_\_\_\_\_**  **WITNESS No. 1 DATE: \_\_\_\_\_\_\_\_\_\_\_**  **WITNESS No. 2 DATE: \_\_\_\_\_\_\_\_\_\_\_** |

**ANNEXURE C**

****

**ANNEXURE D**

****

## 

## ANNEXURE E



**EXEMPTION LETTER**

**PROCESS WHEN REQUESTING EXEMPTION LETTERS**

For exemption requests on designated products and the minimum threshold for local content cannot be met for various reasons, bidders must apply for exemption per tender. After checking with the industry, the **dti** will decide whether to grant an exemption or not.

**In the official request (signed letter), the following information should be included:**

* Procuring entity/government department/state owned company.
* Tender/bid number.

* Closing date.
* Item(s) for which the exemption is being requested for.
* Description of the goods, services or works for which the requested exemption item will be used for and the local content that can be met.
* Reason(s) for the request.
* Supporting letters from local manufacturers and suppliers.

**NB - Exemption letters are tender specific and applications are not transferrable**.

The turnaround time in response to exemption letters for all designated products is five working days with the exception of rail and boats/vessels which is seven working days.

Request for exemption letters are to be directed to:

**Dr Tebogo Makube**

**Chief Director**: Industrial Procurement

**Tel**: 012 394 3927

**E-mail**: [tmakube@thedti.gov.za](mailto:tmakube@thedti.gov.za).

The turnaround time in response to textile, clothing, leather and footwear exemption letters request is two working days and requests are to be directed to:

**Patricia Khumalo**

**Tel**: 012 394 1390

**E-mail**: [khumaloP@thedti.gov.za](mailto:khumaloP@thedti.gov.za)

**EXAMPLE**

**ANNEXURE C, D & E ON LOCAL CONTENT AND PRODUCTION**

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

MBD 6.2

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**EXAMPLE ONLY**

1. **General Conditions**
   1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
   2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
   3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
   4. A person awarded a contract in relation to a designated sector, may not sub-contract 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.
   5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

LC = [1 - x / y] \* 100

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.**

* 1. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

1. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Description of services, works or goods** | **Unit**  **(e.g. m2, m3, ton, etc)** | **Quantity** | **Stipulated minimum threshold** |
| 1 | Mild steel reinforcement to structural concrete work: 12 mm diameter bars | tonnes | 261.95 | 100% |
| 2 | Mild steel reinforcement to structural concrete work: 10 mm diameter bars | tonnes | 240 | 100% |
| 3 | Furniture High back Chair | No. | 261.95 | 85% |

**EXAMPLE ONLY**

**3**. Does any portion of the goods or services offered

have any imported content?

(***Tick applicable box***)

|  |  |  |  |
| --- | --- | --- | --- |
| YES | **X** | NO |  |

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

|  |  |
| --- | --- |
| **Currency** | **Rates of exchange** |
| US Dollar | R14 / $1 |
| Pound Sterling | R19.50 / 1 pound |
| Euro | R14.10 / 1 Euro |
| Yen | R0.50/ 500Yens |
| Other |  |

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

**4.** Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**

**(REFER TO ANNEX B OF SATS 1286:2011)**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**  **IN RESPECT OF BID NO.** SCMU5-22/23-xxxx.................................................  **ISSUED BY**: (Procurement Authority / Name of Institution):  XYZ LOCAL Municipality..........................................................................................  NB   1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder. 2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial development/ip.jsp](http://www.thdti.gov.za/industrial%20development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.**  Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.   **EXAMPLE ONLY**  I, the undersigned, **MKHAYA PHONDO** (full names), do hereby declare, in my capacity as **DIRECTOR**…………………..of .....**PHONDO CONSTRUCTION**..............................................(name of bidder entity), the following:   1. The facts contained herein are within my own personal knowledge. 2. I have satisfied myself that: 3. the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and 4. The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:  |  |  | | --- | --- | | Bid price, excluding VAT (y) | R 370 940 | | Imported content (x), as calculated in terms of SATS 1286:2011 | R 62 868 | | Stipulated minimum threshold for local content (paragraph 3 above) | 100%+85% | | Local content %, as calculated in terms of SATS 1286:2011 | 83.05% |   **If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**  **The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**   1. I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011. 2. I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).   **EXAMPLE ONLY**  **SIGNATURE:**  **DATE: 23 Oct 2018\_\_\_**  **WITNESS No. 1**  **DATE: 23 Oct 2018\_\_\_**  **WITNESS No. 2  DATE: 23 Oct 2018\_\_\_** |







**MBD 8 - DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
   1. abused the institution’s supply chain management system;
   2. committed fraud or any other improper conduct in relation to such system; or
   3. failed to perform on any previous contract.
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 companies or persons 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 *audi alteram partem* rule was applied).** | Yes | No |
| 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**](http://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 | No |
| 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 outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes | No |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes | No |
| 4.4.1 | If so, furnish particulars: | | |

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME)…………………………………………………**

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

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

**………………………………………... …………………………..**

**Signature Date**

**………………………………………. …………………………..**

**Position Name of Bidder**

**MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

1. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
2. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Institution)

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.

1. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
2. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
3. prices;
4. 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.

1. 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.
2. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

1. 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

**8. PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD REPORT)**

(ATTACH HERE)

**ANNEXURE C**

**RESOLUTION FOR SIGNATORY**

**A: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

An example is given below:

“By resolution of the board of directors passed at a meeting held on

Mr/Ms , whose signature appears below, has been duly authorised to sign all documents in connection with the tender for

Contract No.

and any Contract which may arise there from on behalf of (Block Capitals)

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES:

1. SIGNATURE:

**IMPORTANT NOTICE: RESOLUTION TO SIGN**

1. In the event that a resolution to sign is not completed by all directors /partners/member directors/ shareholders of the enterprise, the signature of any one of the director or shareholder to this quotation will bind all the directors /partners/member of the enterprise and will therefore render the quotation valid.
2. In the event that a non-shareholder/ non-director/non-partner/ non-member to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the quotation.
3. In the case of a joint venture or consortium, at least one director/partner/member/ shareholder of each of the parties need to sign the joint venture or consortium agreement.
4. Furthermore, in the case of a joint venture or consortium at least one director/ partner/member/ shareholder of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.

# DECLARATION

I, THE UNDERSIGNED NAME)………………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE IS CORRECT.

I ACCEPT THAT THE PRINCIPAL MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………….. ……………………………………..

Signature Date

………………………. ………………………………………………….

Position Name of bidder

**ANNEXURE D**

**DECLARATION OF EMPLOYEES OF THE STATE OR OTHER STATE INSTITUTIONS**

**This form must be included additional to the MBD.4**

1. **I**n terms of section 30 of the Public Service Act; No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department.

|  |  |
| --- | --- |
| Are any of the shareholders/ directors of your company employed by the State? | Yes/No |

1. “State” means –

(a) 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);

(b) Any municipality or municipal entity;

(c) Any provincial legislature;

(d) national Assembly or the national Council of provinces; or

(e) Parliament.

(f) Any Parastatal(A company or agency owned or controlled wholly or partly by the government).

1. Should you indicate “yes” above, please provide the following details:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **NAME & SURNAME OF DIRECTOR** | **STATE INSTITUTION WHERE EMPLOYED** | **ID NUMBER** | **EMPLOYEE/ PERSAL NUMBER** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |

1. **Please note: The “state” is clearly defined in paragraph 3 above. In the event that “no” is selected and subsequently any false declaration are detected, the non-disclosure of such “state employment” will be deemed as “fraud”. Therefore the state may reject the bid and in addition my proceed with further action should this declaration prove to be false.**

# 6. DECLARATION

I, (NAME & SURNAME)…………………………………………………ID NUMBER………………………

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 4 ABOVE IS CORRECT.

………………………………….. ……………………………………

Signature Date

…………………………………. …………………………………………

Position Name of bidder

**GENERAL CONDITIONS OF CONTRACT**

### TABLE OF CLAUSES

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28. Limitation of liability

29. Governing language

30. Applicable law

31. Notices

32. Taxes and duties

**GENERAL CONDITIONS OF CONTRACT**

**1. Definitions**

The following terms shall be interpreted as indicated:

* 1. **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
  2. **“Contract”** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  3. **“Contract price”** means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
  4. **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of the value to influence the action of a public official in the procurement process or in contract execution.
  5. **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  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.
  7. **“Day”** means calendar day.
  8. **“Delivery”** means delivery in compliance of the conditions of the contract or order.
  9. **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
  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 provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  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.
  12. **“Force majeure”** means an event beyond the control of the provider and not involving the provider’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.
  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.
  14. **“GCC”** means the General Conditions of Contract.
  15. **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
  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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
  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.
  18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
  19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
  20. **“Project site,”** where applicable, means the place indicated in bidding documents.
  21. **“Purchaser”** means the organization purchasing the goods.
  22. **“Republic”** means the Republic of South Africa.
  23. **“SCC”** means the Special Conditions of Contract.
  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 provider covered under the contract.
  25. **“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 in the bidding documents.

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

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

**3. General**

3.1 Unless otherwise indicated in the bidding documents, the 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 in the institution’s website.

**4. Standards**

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

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

* 1. The provider 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 provider 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.
  2. The provider 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.
  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 provider’s performance under the contract if so required by the purchaser.
  4. The provider shall permit the purchaser to inspect the provider’s records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

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

* 1. When a provider developed documentation/projects for the municipality, department or Provincial entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the municipality, department or PROVINCIAL entity.

**7. Performance security**

* 1. Within thirty (30) days of receipt of the notification of contract award, the success bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
  2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider’s failure to complete his obligations under the contract.
  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:

1. 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
2. a cashier’s or certified cheque.
   1. The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider’s performance obligations under the contract, including any warranty obligations, unless otherwise specified.

**8. Inspections, tests and analyses**

* 1. All pre-bidding testing will be for the account of the bidder.
  2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
  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.
  4. If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
  5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
  6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
  7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
  8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9. Packaging**

* 1. The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good’s final destination and the absence of heavy handling facilities at all points in transit.
  2. The packaging, 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**

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

**11. Insurance**

* 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**

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

13. Incidental services

* 1. The provider may be required to provide any or all of the following services, including additional services, if any:

1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
4. 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 provider of any warranty obligations under this contract; and
5. training of the purchaser’s personnel, at the provider’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
   1. Prices charged by the provider 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 provider for similar services.

**14. Spare parts**

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

1. such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
2. in the event of termination of production of the spare parts:
   1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
   2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

* 1. The provider 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 provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
  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.
  3. The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
  4. Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
  5. If the provider, 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 provider’s risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

**16. Payment**

* 1. The method and conditions of payment to be made to the provider under this contract shall be specified
  2. The provider 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.
  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 provider.
  4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

* 1. Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider 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. Increase/decrease of quantities

* 1. In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised 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. Contract amendments

* 1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

20. Assignment

* 1. The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser’s prior written consent.

21. Subcontracts

* 1. The provider 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 provider from any liability or obligation under the contract.

22. Delays in the provider’s performance

* 1. Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
  2. If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider’s notice, the purchaser shall evaluate the situation and may at his discretion extend the provider’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.
  3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider’s point of supply is not situated at or near the place where the supplies are required, or the provider’s services are not readily available.
  4. Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider’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 provider.

**23. Penalties**

23.1 Subject to GCC Clause 25, if the provider 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 good 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.

**24. Termination For Default**

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

1. if the provider 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;
2. if the provider fails to perform any other obligation(s) under the contract; or
3. if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

**25.** **Anti-Dumping And Counter-Vailing Duties And Rights**

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

**26.** **Force Majeure**

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

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

**27.** **Termination For Insolvency**

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

**28.** **Settlement Of Disputes**

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.

28.2 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 provider 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.

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

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

1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
2. the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

**29. Limitation Of Liability**

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

1. the provider 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 provider to pay penalties and / or damages to the purchaser; and
2. the aggregate liability of the provider 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.

**30.** **Governing Language**

30.1 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.

**31.** **Applicable Law**

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

**32. Notices**

32.1 Every written acceptance of a bid shall be posted to the provider 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.

* 1. 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.

**33.** **TAXES AND DUTIES**

* 1. A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.
  2. A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.

33.3 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.

**34.** **Transfer Of Contracts**

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

**35. Amendment Of Contracts**

35.1 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.