



Letaba House, Riverside Office Park, 1303 Heuwel Avenue, Centurion, 0046
Private Bag X105, Centurion, 0046 Tel: 012-848 5300

REQUEST FOR PROPOSAL

APPOINTMENT OF SERVICE PROVIDER TO DEVELOP AND IMPLEMENT BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) AND RESILIENCE PROGRAMME AT MUNICIPAL INFRASTRUCTURE SUPPORT AGENT (MISA) FOR A PERIOD OF TWELVE (12) MONTHS.

Beneficiary	Municipal Infrastructure Support Agent
Contact Person	Ms Dineo Kau Elma.kau@misa.gov.za
Postal Address	1303 Heuwel Avenue, Riverside Office Park, Letaba House, Centurion 0046
Project Name	Appointment of a service provider to develop and implement business continuity management system and resilience programme at Municipal Infrastructure Support Agent (MISA).
Reference No.	MISA/BCMS/IA/008/2025/2026
Virtual Non – Compulsory Briefing session Date	07 NOVEMBER 2025 Time: 10h00 (Virtual Teams Online)
Closing Date	19 NOVEMBER 2025
Bidder's Name	

1. INVITATION

- 1.1. The purpose of the Terms of Reference is to request proposals (RFP) from prospective service provider to develop and implement business continuity management system and resilience programme at Municipal Infrastructure Support Agent (MISA) at 1303 Heuwel Road, Riverside Office Park, Letaba House and Hennops House, Centurion.

2. BACKGROUND AND CONTEXT

- 2.1. In terms of section 38(1) a(i) of the Public Finance Management Act (PFMA) the Accounting Officer must establish and maintain effective, efficient, and transparent systems of Risk Management under the direction of the Risk Management Committee. For the unit to perform efficiently and effectively deficiencies noted by the internal audit that business continuity needs to be improved. Procurement of the service provider to implement MISA business continuity is imperative due to capacity constraints and skills required to fully implement the programme. The implementation of the business continuity programme will assist MISA to address disruption that might affect the institution capabilities to perform its day-to-day activities related to the service delivery of its strategic objectives.
- 2.2. It is the intention to improve the preparedness in ensuring continuity of operations, availability of critical resources, minimization of interruptions to business processes, and full recovery of business infrastructure and applications in the event of a disaster. To achieve this MISA wishes to develop and implement a comprehensive Business Continuity Management System (BCMS) that will achieve this objective in a timely, effective, and efficient manner.
- 2.3. Effective business continuity measures are critical for any business entity. MISA is committed to protecting its staff and assets to ensure the continuity of critical business and support processes to protect the organisation, mitigate risk, sustain both a stable financial service provision and public confidence.
- 2.4. MISA is not operating in a risk-free environment, like all other organisations, it is exposed to various risks, threats and vulnerabilities. These risks, threats or vulnerabilities may be due to internal or external events. While MISA may somehow have minimum processes to deal with some of the internal events, at the moment it does not have measures in place to deal with disruptions due to external events.
- 2.5. The development, implementation, testing and maintenance of an effective BCMS is required to sustain these objectives.

- 2.6. To further the commitment in the event of a significant business disruption, as well as to meet all regulatory requirements, MISA's approach will include staff training on the BCMS to ensure that the newly designed and pilot-tested BCMS activities will be adequate to manage business lines and functions' relocation and recovery in the event of a disaster situation.

3. SCOPE OF WORK AND PROJECT OUTPUTS/ DELIVERABLES

- 3.1. To develop a maintenance and support plan to identify ongoing improvements to the BCMS implementation and the level of resilience.
- 3.2. Assist with the establishment and implementation of the BCMS, which applies to all business operations, and service areas of MISA. The BCMS would operate at three different levels, namely;
 - a) Strategic - where decisions are made, and policy is determined
 - b) Tactical - where operations are coordinated and managed; and
 - c) Operational - where activities are undertaken

4. REQUIREMENTS

The BCMS requirements will include the following:

4.1. BCMS framework

- 4.1.1. Develop the BCMS framework to support MISA BCMS policy and ensure successful implementation thereof. Ensure alignment to the ISO 22301 BCMS framework and the BCMS policy.

4.2. Policy and Programme Management

- 4.2.1. Assist by ensuring that the BCMS policy and BCMS governance structure are aligned to the scope and governance requirement of ISO 22301.
- 4.2.2. Assist to improve MISA's BCMS capability and operational resilience with successive repetition of the BCM Lifecycle.

4.3. Embedding Business Continuity Management System

- 4.3.1 Assist with the integration of the BCMS with the organisation's strategic and day to-day management as well as alignment with business priorities.
- 4.3.2 The service provider in collaboration with MISA need to develop the awareness training programme.
- 4.3.3 The Service Provider to provide awareness training to 225 employees within MISA. This is to ensure that staff understands their BCMS roles and responsibilities.
- 4.3.4 Guide MISA to inculcate the BCMS culture (roadmap).
- 4.3.5 Provide skills transfer during project implementation.

4.3.6 Business Impact Analysis

4.3.7 Conduct the Business Impact Analysis (BIA) to identify and prioritise critical business activities, resources and recovery requirements for MISA.

4.4. Design

4.4.1 The Service Provider will be expected to assist in the identification and selection of appropriate strategies and tactics to determine how continuity and recovery from disruption will be achieved by appropriate response options using information supplied during the analysis phase.

4.5. Implementation

4.5.1 The Service Provider will be expected to assist MISA with the development of the response and continuity plans.

4.6. Validation

4.6.1 The testing to confirm that the BCMS programme meets the objectives set in the BCMS Policy.

4.7. Deliverables

Task	Project Output/Deliverable
Project Management and Planning	
Project Kick-off meeting at execution stage	Agenda
Planning workshop with MISA management after kick-off at execution stage	Workshop Minutes
Produce a draft project plan and project schedule at bidding stage	Draft project plan and project schedule
Produce a statement of work (SOW), project charter, project plan and project schedule at execution stage	Statement of work (SOW), project charter, project plan and project schedule.
Produce a communication plan at execution stage	Communication plan
Produce project meeting minutes at execution stage	Project meeting minutes
Embedding Business Continuity Management System	
Embedding Business Continuity through Competence, Awareness and Training to employees	1. Employees awareness training presentation 2. Attendance Register of officials trained

Task	Project Output/Deliverable
Conduct Threat and Risk Assessment (TRA) & develop a Report at execution stage	Threat and Risk Assessments register and report
Conduct Business Impact Analysis (BIA) & develop a Report at execution stage	Business Impact Analysis report
Design: Develop resilience strategies	
Develop Business Continuity (BC) component strategies and solutions at execution stage	Set of continuity plans including 1. Crisis Management Plan 2. Emergency response plan 3. ICT Disaster Recovery Plan 4. Detailed report on findings and recommendations 5.MISA Continuity Management Ideal Organisation Structure
Implementation: Develop Business Continuity plans	
Develop Business Continuity plans at execution stage	Business Continuity plans
Validation: Implement business continuity elements	
BCMS test reports at execution stage	BCMS test reports
BCMS status reports at execution stage	BCMS Status reports
BCMS review process at execution stage	BCMS review process
BCMS maintenance plan at execution stage	BCMS maintenance plan
BCM governance and culture	
Development of BCMS framework at execution stage	BCMS framework
Alignment of policy and governance structures at execution stage	
BCMS change management process at execution stage	
BCMS roles and responsibilities at execution stage	
Skills Transfer	
Imparting knowledge and tools to all Business Continuity role players to continue with implementation after the project	1. Handover report 2. Skills Transfer Plan

5. TIMEFRAME

- 5.1. The appointed consultants are expected to complete their work within 12 months from signature date of the contract. (Bidders must attach implementation plan)

6. SKILLS, KNOWLEDGE AND EXPERIENCE REQUIRED

- 6.1 The prospective service provider shall provide consistent and quality service through qualified, experienced, skilful and highly trained expert(s) and submit at least three (3) Curriculum vitae (CV) of experts as part of the proposal as per the functionality requirement outlined on item 7.2
- 6.2 Proven capability in undertaking a similar type of assignment by the Service Provider shall be supported by at least three (3) reference letters from clients that were provided with a similar service. The reference letters should clearly indicate the duration of the association and the contact details of the client for verification.
- 6.3 The service provider after being awarded the contract must provide at least 3 technical support team.
- 6.4 The technical support team must have adequate qualification and experience to execute the project.

7 EVALUATION METHOD

The bid will be evaluated in three (3) stages:

7.1 FIRST STAGE –MANDATORY REQUIREMENTS

No.	Item/description	Yes/No
7.1.1	Duly completed and signed Pricing Schedule (SBD 3.3). The cost/fee structure must contain the pricing schedule (SBD 3.3), which includes: the total bid prices for stated time frame. SBD 3.3 or Pricing schedule and Form of offer/Total tender amount shall not contain correction fluid and must not be filled with erasable ink/lead pencil. Any wrong entry, in case of correction, must be cancelled by a single stroke and initialled by the Authorized signatory.	

Other Conditions of bid (Non eliminating, unless expressly mentioned in the document):

1. Duly completed and signed Declaration of Interest (SBD 4).
2. The tender documents completed in all respects, signed off by the authorised signatory, as **authorised in section “Authority to Sign Bid”**. Wherever spaces are provided, the bidder

must complete the section in permanent ink. If the information requested is not applicable bidders must indicate as such.

3. The bidder must be registered on the Central Supplier Database (CSD) prior the award.
4. All bidder's tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.
5. Non-submission or poorly completed schedule or incomplete information will result in a tenderer losing points on Functionality. CVs which do not substantially detail relevant experience will also lead to a bidder losing points on Functionality, It is the responsibility of the tenderer to ensure that all copies are clear and certified when the conditions require them to be so.
6. In cases where key personnel have qualifications that were obtained outside South Africa, the bidder must submit a SAQA Verification Certificate indicating the relevant equivalent South African qualification.
7. If the bidder fails to submit SAQA verification certificate the qualification will not be considered.
8. Bidders must note that by submitting bid proposal you give MISA permission to process or access bidders, members and its directors information in compliance with Protection of Personal Information Act (POPIA).

7. 2 SECOND STAGE: TECHNICAL FUNCTIONALITY

The bidder that complies with **ALL** requirements in the first stage will be evaluated for Technical Functionality.

EVALUATION SCHEDULE: EXPERIENCE OF THE KEY PERSONNEL RESPONSIBLE FOR MANAGEMENT OF THE PROJECT AND THE PROJECT TEAM [60 POINTS]

Summary

The key personnel are indicated below and should all be compliant for this contract

Key personnel	Requirements
Project Leader x1	The expert must have a degree or equivalent qualification in Financial Management, Information Technology, Risk Management, Project Management, Business Management, With at least 7 years' relevant project management experience and expertise in the following areas: • Management consulting, business strategy, business operations or related fields. • Experience and expertise in implementing or managing Business Continuity Management Systems. • Proven track record in projects aligned with ISO 22301. • Proven experience working with, influencing, provoking and driving senior level leadership. • Excellent project management skills with demonstrated ability to meet project timelines and produce value-added results. • Public service enterprise industry experience, strongly desired.
Technical Support Team Expert 1	The expert must have a degree or equivalent qualification in Bachelor of Commerce majoring in Financial Management, Accounting or Supply Chain Management with at least three (3) years' experience and expertise in implementing BCMS and compiling reports. With relevant experience completing the following activities: • Implement business continuity management systems • Perform business impact analysis, • Determine business system requirements and identify alternatives. • Translate business requirements to a level of detail appropriate for implementation.
Technical Support Team Expert 2	The expert must have a degree or equivalent qualification in Risk Management, Internal Audit or Disaster/Safety Management with at least three (3) years' experience and expertise in implementing BCMS and compiling reports. With relevant experience completing the following activities: • Implement business continuity management systems

Key personnel	Requirements
	• Perform business impact analysis, • Determine business system requirements and identify alternatives. • Translate business requirements to a level of detail appropriate for implementation.
Technical Support Team Expert 3	The expert must have a degree or equivalent qualification in Information Technology or Computer Science and Information Systems with at least three (3) years' experience and expertise in implementing BCMS and compiling reports. With relevant experience completing the following activities: • Implement business continuity management systems • Perform business impact analysis, • Determine business system requirements and identify alternatives. • Translate business requirements to a level of detail appropriate for implementation.

Requirements

The experience of the key personnel who will be responsible for the execution of the project activities, processes, the coordination, administration and management of resources on the project will be evaluated in relation to the scope of work from three different points of view:

- 1) The education, training, skills and experience and knowledge of issues which are pertinent to the scope of work.
- 2) The relevant BCM experience (total duration of work activity), level of education and training, and positions held.
- 3) Business Continuity certification e.g. with Business Continuity Institute or other relevant professional bodies.
- 4) The minimum requirements for qualifications and experience for the Key Personnel are as follows:
 - **Project Leader**
 - i. NQF Level 7 (Degree/ Advance Diploma) in Financial Management / Information Technology / Risk Management/ Project Management, Business Management,
 - ii. 7 years' BCM relevant experience
 - **Technical Support Team x 3**

Expert 1: NQF Level 7 (Degree) in Bachelor of Commerce majoring in Financial Management, Accounting or Supply Chain Management

Expert 2: NQF Level 7 (Degree) Risk Management, Internal Audit or Disaster/Safety Management

Expert 3: NQF Level 7 (Degree) Information Technology or Computer Science and Information Systems

Technical support team must have 3 years' BCM relevant experience

NB: The bidder will be disqualified if the key personnel does not meet the minimum qualifications and experience stated above.

Means of verification

Attach proof of qualifications, brief CV's and where applicable proof of certification for key personnel listed. Compliance will be applied; all key personnel should be made available and compliant to the minimum qualification stipulated.

Listing of key personnel

Bidders are requested to list key personnel by completing SCHEDULE OF KEY PERSONNEL appended to this schedule below.

SCHEDULE OF KEY PERSONNEL

No	Name (s) and Surname	Qualification	Experience	Certification
1.				
2.				
3.				
4.				

EVALUATION SCHEDULE: COMPANY EXPERIENCE AND TRACK RECORD FOR IMPLEMENTATION OF THE PROJECT [30 POINTS]

Means of verification

Signed completion letters with contactable references on the client's letterhead should be included for each project for ease of reference.

In case of references for projects done for state organs

The appointment letter and completion certificate must clearly stipulate:

- i. The details of the project including description, tender number, contract amount, contractual dates and contract period.
- ii. The name of the client or employer.
- iii. The details of the contact person.

Listing of Completed Projects

Bidders are requested to list projects relating to the implementation of Business Continuity Management System including contactable references by completing SCHEDULE OF COMPLETED PROJECTS appended on 7.2.1 below.

7.2.1 Schedule of completed projects

SCHEDULE OF COMPLETED PROJECTS

No	Name and Brief Description of the Project	Value in Rands R'000	Date		Employer		
			Started	Completed	Name of employer	Contact Person	
						Name and Surname	Tel. No
1.							
2.							
3.							
4.							

No	Name and Brief Description of the Project	Value in Rands R'000	Date		Employer		
			Started	Completed	Name of employer	Contact Person	
						Name and Surname	Tel. No
5.							

MISA reserves the right to verify all information presented by the bidder.

BIDDERS ARE REQUESTED TO COMPLETE THE ABOVE TABLE AND REFRAIN FROM REFERRING THE COMPLETION THEREOF TO AN ATTACHMENT. PLEASE ATTACH ONLY INFROMATION REQUESTED IN THIS TENDER.

SCORING

No:	CRITERIA	WEIGHT	MIN
1.	COMPANY EXPERIENCE	[30]	20
	Track Record (Company Experience) A minimum of 3 reference letters indicating company experience not older than ten (10) years in conducting and implementation of business continuity, furnish three (3) verifiable customer testimonials/references in company letterheads. The reference letters should demonstrate the ability to conduct and implement BCMS which meet ISO 22301 standards. Points allocation: a) 3 reference letters = 20 Points b) 4 and more reference letters = 25 Points An additional 5 points will be allocated for a company in possession of BCM certification = 5 points NB: The information shall be within the immediate previous 10 years and must only include completed projects prior to closing date for this submission.	30	20
2.	KEY PERSONNEL		
2.1	Project Leader	[35]	18
	Qualification of Project Leader a) NQF Level 7 (Degree/ Advance Diploma) in Financial Management, Information Technology, Risk Management, Project Management, Business Management = 8 points b) NQF Level 8 (Postgraduate) or higher in Financial Management, Information Technology, Risk Management, Project Management, Business Management or Disaster Management = additional 5 points An additional 2 points will be allocated for Business Continuity professional certification = 2 points	15	8
	Experience of Project Leader assigned to this project Demonstrate the ability to provide leadership and innovation within the project reflecting the consolidated years and relevant experience in the establishment, implementation and management of the BCMS The CV of project leader will be used for evaluation of the experience. (Minimum of 7 Years BCM related experience)	20	10

No:	CRITERIA	WEIGHT	MIN
	a) 7 years = 10 points b) Above 7 years up to 10 years = 15 points c) Above 10 years = 20 points		
2.2	Technical Support Team	[35]	22
	Qualification of Technical Support Team Bidder should provide 3 technical support team. Each technical support team will be scored individually based on the points scoring as indicated below. Demonstrate the technical ability and innovation within the project reflecting the consolidated years of experience in the establishment, implementation and management of the BCMS. a) NQF Level 7 (Degree) as indicated in Summary of requirements above Technical Support team = 9 points (for all three resources collectively) Additional points will be allocated for Technical Support team members with Business Continuity professional certification = 2 points for each resource	15	9
	Experience of Technical Support Team Bidder should provide 3 technical support team CVs. Demonstrate the technical ability and innovation within the project reflecting the consolidated years of experience in the implementation of the BCMS. a) 3 years = 13 points b) Above 4 years up to 5 years = 18 points c) 6 years and above = 20 points	20	13
	TOTAL	100	60

The threshold for this bid is **60 points**. Only bidders who meet and exceed the threshold score will proceed to the next stage of Price and Specific Goals.

MISA reserves the right to verify all information presented by the bidder.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

7.2 THIRD STAGE - PRICE AND SPECIFIC GOALS

Points for Specific goals will be allocated as per SBD 6.1

The applicable preference point system for this tender is the 80/20 preference point system.

Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

8. SUBCONTRACTING

Sub-contracting of the services to other companies or individuals is not permitted without the prior written approval of MISA. A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal or higher B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

9. COSTS

PRICING SCHEDULE

NB: ANY AND ALL ALTERATIONS TO THE TENDER PRICE MUST BE SIGNED OR INITIALLED NEXT TO THE ALTERATION BY THE TENDERER'S AUTHORISED SIGNATORY.

BID DOCUMENTS MUST BE COMPLETED USING NON-ERASABLE BLACK INK OR TYPED BIDS THAT ARE RECEIVED CONTRARY TO THIS REQUIREMENT WILL BE DISQUALIFIED

I/We, the undersigned, hereby acknowledge myself/ourselves fully conversant with the details, conditions set out in the General Conditions of Contract, Special Conditions, and Technical Specifications attached and hereby agree to provide the services listed below and provide results and certificates to MISA in accordance therewith.

Tender prices must include all transport, labor and any equipment required to execute the contract.

However, the prices must exclude VAT, but total cost must include VAT (where applicable). Failure to complete this form in full and in ink will result in the tender being invalidated.

It is expected that the project be completed in a period of 12 months effective from the date that the contract is signed with service provider. Only firm prices will be accepted.

PART A - INVITATION TO BID (SBD 1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MUNICIPAL INFRASTRUCTURE SUPPORT AGENT					
BID NUMBER:	MISA/BCM/IA/008/2025/2026	CLOSING DATE:	19 November 2025	CLOSING TIME:	11H00
DESCRIPTION	TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP AND IMPLEMENT BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) AND RESILIENCE PROGRAMME AT MUNICIPAL INFRASTRUCTURE SUPPORT AGENT (MISA) FOR A PERIOD OF TWELVE (12) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
1303 Heuwel Avenue,					
Riverside Office Park,					
Letaba House (FIRST FLOOR)					
Centurion, 0046					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT	SUPPLY CHAIN MANAGEMENT				
TELEPHONE NUMBER	012 848 5300				
E-MAIL ADDRESS	tenders@misa.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 THE QUESTIONNAIRE BELOW]
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:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER MAY BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 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."

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:

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, AND THE GENERAL CONDITIONS OF CONTRACT. REFER TO THE GENERAL CONDITIONS OF CONTRACT AT THE FOLLOWING WEB ADDRESS:

www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/default.aspx

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed, and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.

12. Any alteration made by the bidder must be initialled.
13. Only black ink is allowed for the completion of the bid document. Use of correcting fluid is prohibited.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. The bidder must initial each and every page of the bid document.

AUTHORITY TO SIGN A BID

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the Board of Directors, personally signed by the Chairperson of the Board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on

..... 20.....

..... (Full name)

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

.....(Name of Company).

IN HIS/ HER CAPACITY AS:

.....

SIGNED ON BEHALF OF COMPANY: (PRINT NAME)

SIGNATURE OF SIGNATORY:

DATE:

WITNESSES: 1 **DATE:**

2 **DATE:**

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned (Full name)
hereby confirm that I am the sole owner of the business trading as:

..... (Name of Business)

SIGNATURE

DATE

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

FULL NAME OF PARTNER	RESIDENTIAL ADDRESS	SIGNATURE

We, the undersigned Partners in the business trading as

..... (name of partnership)

hereby authorise (full name) to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and/ or contract on behalf of

SIGNATURE **DATE**.....

SIGNATURE **DATE**.....

SIGNATURE **DATE**.....

D. CLOSE CORPORATION

In the case of a Close Corporation submitting a bid, a certified copy of the Founding/ Amended Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on

..... 20.....

.....
(Full name)

whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

.....
(Name of Close Corporation)

Trading as

.....
(Trading name).

IN HIS/ HER CAPACITY AS:

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

..... (PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1 **DATE:**

2 **DATE:**

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20.....

.....(Full name)
whose signature

appears below, has been authorised to sign all documents in connection with this bid on behalf of
.....

.....
(Name of cooperative)

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/ HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

.....

FULL NAME IN BLOCK LETTERS:

.....

WITNESSES: 1

DATE:

2

DATE:

F. JOINT VENTURE

If a bidder is a Joint Venture, a certified copy of the resolution/ agreement passed/ reached, signed by the duly authorised representatives of the entities, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and /or contract on behalf of the Joint Venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the Joint Venture partners

on.....20.....
..... (Full name)
..... (Full name)
..... (Full name)
.....
(Full name)

whose signatures appear below have been duly authorised to sign all documents in connection with this bid on behalf of:

..... (Name of Joint Venture)

IN HIS/ HER CAPACITY AS:

SIGNED ON BEHALF OF (ENTITY NAME):

.....

SIGNATURE: **DATE:**

IN HIS/ HER CAPACITY AS:

.....

SIGNED ON BEHALF OF (ENTITY NAME):

.....

SIGNATURE: **DATE:**

IN HIS/ HER CAPACITY AS:

.....

SIGNED ON BEHALF OF (ENTITY NAME):

.....

SIGNATURE: DATE:

IN HIS/ HER CAPACITY AS:

.....

SIGNED ON BEHALF OF (ENTITY NAME):

.....

SIGNATURE: DATE:

IN HIS/ HER CAPACITY AS:

.....

G. CONSORTIUM

If a bidder is a Consortium, a certified copy of the resolution/ agreement passed/ reached, signed by the duly authorised representatives of concerned entities, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/ or contract on behalf of the Consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the Consortium on

.....20.....

..... (Full name)

whose signature appears below have been duly authorised to sign all documents in connection with this bid on behalf of:

.....
(Name of Consortium)

IN HIS/ HER CAPACITY AS:

.....

SIGNATURE: **DATE:**

SBD 3.3

PRICING SCHEDULE

NAME OF BIDDER:	BID NO.: MISA/BCMS/IA/008/2025/2026
CLOSING DATE AND TIME 11:00	CLOSING DATE 19 NOVEMBER 2025

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED
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FOR THE APPOINTMENT OF SERVICE PROVIDER TO DEVELOP AND IMPLEMENT BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) AND RESILIENCE PROGRAMME AT MUNICIPAL INFRASTRUCTURE SUPPORT AGENT (MISA) FOR A PERIOD OF TWELVE (12) MONTHS.

Services must be quoted in accordance with the attached terms of reference.

Total cost of the assignment must include all
Expenses and inclusive of all applicable taxes for the project. R.....

NB: Bidders are also advised to indicate a total cost breakdown for this assignment.

The financial proposal for this assignment should cover all assignments, activities and outputs enumerated above.

Period required for commencement with project after acceptance of bid.....

Are the rates quoted firm for the full period? Yes/ No

If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index (CPI)

COST TO DEVELOP AND IMPLEMENT BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) AND RESILIENCE PROGRAMME				
Description	Unit Measure	QTY	Unit Price	Total Amount
Develop and review BCMS Policy, Framework and align with IT and Disaster Recovery Policy and Plans. Provide detailed report on findings and recommendations.	Sum	1	R	R
Conduct Business Continuity Awareness workshops attended by all MISA officials through Microsoft teams.	Sum	10	R	R

Conduct Business Impact Analysis & Risk Assessment, provide Business Impact Analysis report.	Sum	1	R	R
Conduct Threat and Risk Assessment on critical activities and provide risk register.	Sum	1	R	R
Provide Business Continuity Strategy definition report.	Sum	1	R	R
Develop Business Continuity Plans (BCPs) for MISA which includes emergency response plan, crisis management plan, ICT disaster recovery plan and MISA continuity management ideal organisation structure.	Sum	1	R	R
Handover report and Skills Transfer Plan	Sum	1	R	R
Subtotal				
VAT at 15%				
Total inclusive of VAT				

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

² 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.

- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (c) Price; and
- (d) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total Points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 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
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$
Where		
Ps = Points scored for price of tender under consideration		
Pt = Price of tender under consideration		
Pmin = Price of lowest acceptable tender		

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this bid	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder)
Who are women (51% or more)	10	
LOCALITY (within Gauteng)	5	
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	5	
Total scored points	20	

the specific goals may include—

- a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.
- b) Implementing the programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.

Means of Verification (Specific Goals)

Procurement Requirement	Required Proof Documents
Women	Full CSD Report and/or ID Copies
Location	Official Municipal rates statement which is in the name of the bidder or Any account or statement which is in the name of the bidder or Valid lease agreement.
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid certificate/ sworn affidavit

Failure on the part of a tenderer to submit proof of documentation required in terms of this tender to claim for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that

- person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the Purchaser and the Vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the Vendor under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance with the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignee’s store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Vendor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **“Force majeure”** means an event beyond the control of the Vendor and not involving the Vendor’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at

artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 **“GCC”** means the General Conditions of Contract. (These are standard clauses that may only be amended by National Treasury. However, not all these conditions may be applicable to this bid and the Special Terms and Conditions, in Section K, enhance these general conditions.)
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the Vendor is required to supply to the Purchaser under the contract.
- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Vendor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods/works or the rendering of a service.
- 1.20 **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the Institution purchasing the goods/works and/or service.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services, ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Vendor covered under the contract.
- 1.25 **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but **excluding immovable property**, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, Special Conditions of Contract are also laid down to cover specific Vendors, 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.

4. Standards

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

5. Use of Contract Document and Information; Inspection

- 5.1 The Vendor 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 Vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Vendor shall not, without the Purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Vendor's performance under the contract if so required by the Purchaser.
- 5.4 The Vendor shall permit the Purchaser to inspect the Vendor's records relating to the performance of the Vendor and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.

6. Patent Rights

- 6.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies MISA against any claims arising there from.
- 6.2 The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the Purchaser.

7. Performance Security

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

obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspection, Tests and Analysis

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Institution or an organization acting on behalf of the Institution.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the Purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the Purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the Vendor.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the Vendor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the Vendor's cost and risk. Should the Vendor fail to provide the substitute supplies forthwith, the Purchaser may, without giving the Vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the Vendor.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the Purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packaging

- 9.1 The Vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

13.2 Prices charged by the Vendor 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 Vendor for similar services.

14. Spare Parts

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

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

15. Warranty

15.1 The Vendor 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 Vendor 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 Vendor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Purchaser shall promptly notify the Vendor in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Vendor shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Purchaser.
- 15.5 If the Vendor, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Vendor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Vendor under this contract shall be specified in SCC.
- 16.2 The Vendor shall furnish the Purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Vendor.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17 Prices

- 17.1 Prices charged by the Vendor for goods/works delivered and/or services rendered under the contract shall not vary from prices quoted by the Vendor in this bid, with an exception of any price adjustments authorized in SCC or Purchaser's request for bid validity extension, as the case may be.

18 Contract Amendments

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

19 Assignment

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

20 Subcontractors

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

21 Delay in Vendor's Performance

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

22 Penalties

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

23 Termination for Default

- 23.1 The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, may terminate this contract in whole or in part:
- a) if the Vendor fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21.2;
 - b) if the Vendor fails to perform any other obligation(s) under the contract; or
 - c) if the Vendor, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 23.2 In the event the Purchaser terminates the contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods/works and/or services similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar goods/works and/or services. However, the Vendor shall continue performance of the contract to the extent not terminated.
- 23.3 Where the Purchaser terminates the contract in whole or in part, the Purchaser may decide to impose a restriction penalty on the Vendor by prohibiting such Vendor from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a Purchaser intends imposing a restriction on a Vendor or any person associated with the Vendor, the Vendor will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the Vendor fail to respond within the stipulated fourteen (14) days the Purchaser may regard the intended penalty as not objected against and may impose it on the Vendor.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the Purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the Vendor and / or person restricted by the Purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24 Anti-Dumping and Countervailing Duties and Rights

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

rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25 Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the vendor shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract as a result of an event of Force Majeure.
- 25.2 If a force majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26 Termination on Insolvency

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

27 Settlement of Disputes

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

28 Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
a) the Vendor 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 Vendor to pay penalties and/or damages to the
b) Purchaser; and

- c) the aggregate liability of the Vendor to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29 Governing Language

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

30 Applicable Law

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

31 Notices

- 31.1 Every written acceptance of a bid shall be posted to the Vendor concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32 Taxes and Duties

- 32.1 A foreign Vendor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 32.2 A local Vendor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Purchaser must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33 National Industrial Participation Programme

- 33.1 The NIP Programme administered by MISA of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive Practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the Purchaser, has / have engaged in the restrictive practice referred to above, the Purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

SIGNATURE: DATE:
(of person authorized to sign on behalf of the Bidder)

SPECIAL TERMS AND CONDITIONS

The bid is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the General Conditions of Contract. The Special Terms and Conditions are supplementary to that of the General Conditions of Contract. Where, however, the Special Terms and Conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions prevail as well as those contained in the Terms of Reference.

- (a) Bidder/s must ensure that they are fully aware of all the conditions contained in this bid document.
- (b) Only bidders that fully meet the specifications and all conditions will be considered.

CONDITIONS OF BID

The bid is issued in accordance with the following conditions:

ACCEPTANCE OF A BID

Municipal Infrastructure Support Agent (MISA) is under no obligation to accept any bid.

The financial standing of a bidder and its ability to supply goods or render services may be examined before the bid is considered for acceptance.

Bidders must note that MISA is committed to ensuring compliance with the government's principles of, *inter alia*; promoting employment and advancing the social and economic welfare of all South Africans and promoting equitable participation of small and medium-sized enterprises in government projects/contracts. MISA shall, where appropriate, strive to avoid creating a monopoly by any service provider over the projects to be undertaken by MISA's evaluation criteria.

Municipal Infrastructure Support Agent will enter into Service Level Agreement(s) with the successful bidder(s).

Bidders must comply with safety regulations at all times, during operations for the contract's duration.

As a Bid submission condition, Bidders are required to submit a USB containing a Scanned Copy of the Tender Offer and accompanying Supporting Documentation.

B-BBEE STATUS LEVEL

A status level verification certificate or sworn affidavit (for Exempt Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs) must be submitted in order to qualify for preference points.

COMPLIANCE WITH SPECIFICATION

Offers must comply strictly with the specification.

Offers exceeding specification requirements will be deemed to comply with the specification.

The quality of services/ supply must not be less than what is specified.

DETAILS OF CURRENT CONTRACTS HELD BY THE BIDDER

Complete applicable returnable schedule (Annexure B), hereunder.

Details of current contracts held by the bidder relating to the nature of goods and services mentioned in this bid.

The bidder must provide client reference letters on a client letterhead furnishing the following details of the contracts.

- i. Date of commencement of contract/s;
- ii. Expiry date/s;
- iii. Value per contract;
- iv. Contract details such as with whom held, details of the contract, phone number, facsimile number, email address and physical and postal address/es of the entity; and
- v. A summary of the functions/activities that were performed as part of the contract.

LATE BIDS

Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)

A bidder submitting an offer must be registered on the Central Supplier Database. A bidder who has submitted an offer and is not registered on the Central Supplier Database will not be considered.

Each party to a joint venture/ consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

TAX COMPLIANCE REQUIREMENTS

Bidders must ensure compliance with their tax obligations.

No award may be made to any bidder who is not tax compliant either on the Central Supplier Database or SARS eFiling system at the time of finalisation of the award of the bid.

TRUST, CONSORTIUM OR JOINT VENTURE

In terms of the Preferential Procurement Policy Framework Act and Regulations, as amended, a Trust, Consortium or Joint Venture must submit a consolidated Status Level Verification Certificate for every separate bid.

A separate B-BBEE Certificate must be submitted by each company participating in the Trust, Consortium or Joint Venture.

The non-submission of a B-BBEE Certificate by a Trust, Consortium or Joint Venture will result in zero (0) preference points being allocated for evaluation purposes.

Should this bid be submitted by a Joint Venture, the Joint Venture agreement must accompany the bid document.

The Joint Venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

The Joint Venture/Consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the Joint Venture/ Consortium, nomination of an authorised person to represent the Joint Venture or Consortium in all matters relating to this bid and the details of the bank account for payments to be effected.

No award will be made to a Trust/ Joint Venture/ Consortium that is not tax compliant at the finalisation of the award.

For verification purposes, each party must submit separate proof of TCS/ PIN / CSD number.

VALIDITY PERIOD OF BID AND EXTENSION THEREOF

The validity (binding) period for the bid will be **90 days** from close of bid. However, circumstances may arise whereby MISA may request bidders to extend the validity period. Should this occur, MISA will request bidders to extend the validity period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity period.

10. MISA'S RIGHTS

MISA reserves the right to cancel this solicitation in whole or in part, at its sole discretion, at any time before the Agreement is fully executed. This RFP does not commit MISA to award an Agreement, to pay any costs incurred by bidders in the preparation of their proposals submitted in response to this RFP, or to procure or contract for services. MISA reserves the right to modify or cancel in whole or in part this RFP, to reject any and all proposals, to accept the proposal it considers most favorable to MISA's interests at its sole discretion, and to waive irregularities or informalities in any proposal or in the proposal procedures. MISA further

reserves the right to reject all proposals and seek new proposals when MISA considers such a procedure to be in its best interest. If there is any evidence indicating that two or more bidders are in collusion to restrict competition or are otherwise engaged in anti-competitive practices, the proposals of all such bidders shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations issued by MISA.

MISA reserves the right to hold discussions and/or negotiations with any individual or qualified company, to interview or not, to request additional information or revised proposals or to request best and final offers if it is in the best interest of MISA to do so. However, MISA may make an award without conducting any interview or negotiations; therefore, proposers are encouraged to submit their best proposal at the outset. Appointment will be subject to the outcome of the vetting process on the recommended bidder.

11. REPORTING

The appointed service provider will report to the appointed Project Manager of MISA. The detailed reporting requirements will be provided to the successful service provider during the contract negotiation and project inception.

The service provider shall every time upon completion of a task written report to the MISA Project Manager on specific problems, suggestions, improvement methods, work programmes, personnel turnover, complaints, remedial actions taken and all other matter relating to provision of response handling services.

12. MONITORING AND EVALUATION

MISA or its nominee reserves the right to monitor and evaluate the progress and outcome of this intervention as well as other services provided by the selected service provider; MISA or its nominee reserves the right to replace the service provider if the quality of service rendered is being compromised.

13. PAYMENTS

MISA does not pay any amount in advance. Only original signed invoices must be submitted for payments. The service provider will be paid within **30** days after approval of the invoice, when the services have been fully rendered to the satisfaction of MISA, and this done by means of electronic transfer directly into the service provider's bank account.

14. NON - COMPULSORY BRIEFING SESSION (Virtual Teams Online)

Bidders are invited to attend an online briefing session on MS Teams at **10H00**, on **07 November 2025**.

Link for virtual Non-Compulsory Briefing session:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 322 601 992 436

Passcode: 9E8e63jx

15. SUBMISSION OF PROPOSALS

The Tender Documents are not for sale and will also not be emailed to bidders. The Tender Documents must also include a soft copy (Memory Stick) of the proposal, they reach the offices of the MISA before **11:00 on 19 November 2025** and must be enclosed in a sealed envelope which must have clearly inscribed on the outside:

BID REFERENCE NUMBER: MISA/BCMS/IA/008/2025/2026

CLOSING DATE: 19 November 2025 @ 11h00

Tender documents are to be submitted to MISA Reception and deposited in the tender box. (At MISA Offices, Letaba House, 1303 Heuwel Road, Riverside Office Park, Centurion, 0046.

16. PERIOD FOR ACCEPTANCE OF PROPOSALS

In order to allow for adequate evaluation, MISA requires a response to this solicitation to be valid and irrevocable for 90 working days after submittal date and time. No bidder may withdraw a proposal within 90 working days after the proposal due date. A mistake on the part of the bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. Should there be valid reasons why the Agreement cannot be awarded within the specified period, the time may be extended by mutual agreement between MISA and the bidder(s).

17. TENDER VALIDITY PERIOD

The bid shall be valid for 90 days from the bid's closing date.

18. MODIFICATION, WITHDRAWAL, MISTAKES, AND MINOR INFORMALITIES

Proposals may be modified or withdrawn prior to the established due date via email or mail request. Please refer to section 21, "Questions and Requests for Clarifications" for contact information.

19. COMMUNICATION WITH MISA OFFICIALS

Bidders and their representatives may not communicate with MISA officials except in writing and if the communication is made public. Bidders and their representatives must communicate in the manner set forth in this RFP. There shall be no communication with MISA officials except as may be reasonably necessary to carry out the procedures specified in this RFP. Nothing herein prohibits bidders and their representatives from making oral statements or presentations in public to one or more MISA officials during a public meeting.

20. CONFIDENTIALITY

All responses to this RFP become property of MISA and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure in accordance with the provisions of applicable legislation.

21. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

Bidders must carefully examine the bid documents and in the event of doubt of anything contained in the documents.

For Technical queries please contact the following person:

Supply Chain Management

Ms. Dineo kau

Tel: (012) 848 5300

E-mail: tenders@misa.gov.za