

GA-SEGONYANA LOCAL MUNICIPALITY



Tender No. 21/2024-25

CONSTRUCTION OF THE KURUMAN TAXI AND BUS RANK

VOLUME 1: CONTRACT DOCUMENT

April 2025

TENDER SUBMITTED BY:

Name of Company:

Address:

Telephone No:

Tender Amount (Incl. VAT):

Issued by:

Gasegonyana Local Municipality
Private Bag X1522
Kuruman
8460
Contact No. (053) 712 9300
Attention: Mr. T. Mulaudzi

Compiled by:

RMDARPM JV
4 Evmom Road
Kuruman
8460
Project Manager
Contact No. 071 607 5837
khalemals@epmo.co.za

Enquiries: Mr. T. Mulaudzi
CLOSING DATE: 16 May 2025



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PORTION 1: TENDER

Part T1 Tendering Procedures

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Tender No: 21/2024-25
Project Name: Construction of the Kuruman Taxi and Bus Rank

TENDER PROCEDURES

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END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



GA-SEGONYANA LOCAL MUNICIPALITY

Private Bag X1522

Kuruman

8460

www.ga-segonyana.gov.za

T1.1 Tender Notice and Invitation to Bid Tender
No: 21/2024-25
Project Name: Construction of the Kuruman Taxi and Bus Rank

INVITATION TO BID

BID NO	BID DESCRIPTION	COMPULSORY SITE VISIT	CIDB GRADING/ FUNCTIONALITY CRITERIONS	CONTACT PERSON	CLOSING DATE, TIME AND VENUE	PREFEREN
21/2024-25	Construction of the Kuruman Taxi and Bus Rank		CIDB Grading: 8GB	Mr. T. Mulaudzi 053 712 9384 Mr. T. Lekoma 053 712 9344	16 May 2025 12H00 Municipal Board Room	
			Functionality:			
			Experience – 60 Points			
			Key Personnel – 20 Points			
			Financial Standing – 10 Points -			
	Capital Resources – 10 Points					
		Minimum threshold – 70 points				

Bids marked with reference number on the outside of the sealed envelope must be placed in the Bid Box of Ga-Segonyana Local Municipality on or before the closing date as indicated above.

COMPULSORY BRIEFING WILL BE HELD AS FOLLOWS:

Date : 23 April 2025
Venue : Municipal Council Chambers
Time : 10H00

Bid Documents are obtainable from the 23 April 2025 for a non-refundable fee of R2, 000.00 per document at the Cashiers Office, Cnr Voortrekker and School Street, Kuruman, 8460 OR can be downloaded free of charge at www.etenders.gov.za and/ or www.ga-segonyana.gov.za

Bids will be evaluated based on the Preferential Procurement Policy Framework Act 5 (PPPFA) of 2000 and the municipal's Supply Chain Management Policy. Bids must be accompanied by a valid TAX COMPLIANCE STATUS (TCS with pin). Bidders must be registered on the Central Supplier Database (CSD) for Government.

For B-BBEE Points Bidders must attach an ORIGINAL OR CERTIFIED B-BBEE Status level Contribution Certificate authorised by SANAS, IRBA or a Sworn Affidavit ((Commission of Oath).

M. M. TSATSIMPE (MUNICIPAL MANAGER)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Ga-Segonyana Local Municipality

TENDER NO: 21/2024-25

CONSTRUCTION OF THE KURUMAN TAXI AND BUS RANK

TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the Construction Industry Development Board's Board Notice 12 of 2009 (contained in Government Gazette No. 31823 of 30 January 2009), bound into section T1.3.

The Standard Conditions of Tender makes several references to the tender data. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

Each item of data given below is cross referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Addition or Variation to Standard Conditions of Tender
1.1	The Employer is Ga-Segonyana Local Municipality.
1.2	The tender documents issued by the employer comprise one volume.
1.3	Replace the 2 nd paragraph of the clause with the following: These Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall form part of the Contract arising from the invitation to tender.
1.4	The Employer's agent is (also known as the Principal Agent): RMDARPM JV Tshepang Raborife tshepangr@rmdatelier.co.za
2.1	Only those tenderers who are registered with the CIDB at the time of closing of tenders, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an 8GB or higher class of construction work, are eligible to have their tenders evaluated. Joint ventures are eligible to submit tenders provided that:

Clause	Addition or Variation to Standard Conditions of Tender
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	<ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB. 2. the lead partner has a contractor grading designation of contractor grading designation 8GB or higher class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an 8GB or higher class of construction work.
2.2	<p>Add the following to the clause:</p> <p>Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).</p>
2.7	<p>An official clarification meeting and site visit will be held as follows:</p> <p>Location : Ga-Segonyana Local Municipality, Corner Voortrekker and School Street, Kuruman, 8460 Date : 23 April 2025 Time : 10H00</p> <p>Confirmation of attendance will be recorded, on site, in the Site Inspection Certificate included in Section T2.2 of the Document.</p> <p>Tender documents will not be made available at the site visit or clarification meeting. Detail relating to the collection of tender documents is indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document)</p>
2.10.5	<p>Add the following to the clause:</p> <p>A digital copy of the Schedule of Rates can be obtained from the Client's agent at the office of the Engineer upon sufficient notice.</p>
2.11	<p>Add the following to the clause:</p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.</p>
2.12.1	<p>Add the following to the clause:</p> <p>All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.</p>
2.12.2	<p>Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender full details thereof, including a complete Schedule of Rates,</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
	<p>formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to the Contract Data in this regard.</p> <p>Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.</p> <p>No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.</p>
2.13	<p>Add the following to the clause:</p> <p>No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.</p>
2.13.2	<p>Replace the contents of the clause with the following:</p> <p>Each tenderer is required to return the complete set of documents as listed in the tender data with all the required information supplied and completed in all respects.</p>
2.13.3	<p>No copies of the tender offer are required.</p>
2.13.4	<p>Add the following to the clause:</p> <p>Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.</p>
2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Tender box location : Ga-Segonyana Local Municipality</p> <p>Physical address : Corner Voortrekker and School Street, 8460</p> <p>Identification details : Tender No: 12/2022-23 – Refurbishment of Town Hall and Offices at Ga-Segonyana Local Municipality</p> <p>The name and address of the tender shall be entered on the back of the envelope.</p>
2.13.6	<p>A two-envelope procedure will not be followed.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2.13.9	Add the following to the clause: Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this
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Clause	Addition or Variation to Standard Conditions of Tender
	Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



2.14	<p>Add the following to the clause:</p> <p>The Tenderer is required to enter information in the following sections of the document: Section T2.2 :</p> <p style="text-align: center;">Returnable Schedules</p> <p>Section C1.1 : Form of Offer and Acceptance</p> <p>Section C1.2 : Contract Data (Part 2)</p> <p>Section C2.2 : Schedule of Rates</p> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</p> <p>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past.</p> <p>Accept that the Employer is restricted in accordance with clause 4.(4) of the Construction Regulations, 2003, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.</p>
2.15.1	The closing time and location for the submission of tender offers are:

Clause	Addition or Variation to Standard Conditions of Tender
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	Time : 12h00 on 16 May 20225 Location : Boardroom of Ga-Segonyana Local Municipality Corner Voortrekker and School Street, Kuruman, 8460
2.16.1	The tender offer validity period is 90 days.
2.16.1	Add the following to the clause: If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.
2.16.3	Add the following new clause: Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.
2.18.1	Add the following to the clause: Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition. Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.
2.22	Return all retained tender documents prior to the closing time for the submission of Tender Offers.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
2.23	<p>The following certificates / information are to be provided with the tender offer or within three days of receipt of the Employer's or his Agent's written request to submit same:</p> <ul style="list-style-type: none"> a. CIDB registration certificate in the grading designation stipulated in clause 2.1 above, b. Original valid Tax Clearance Certificate issued by South Africa Revenue Services. In terms of Joint Ventures, original valid tax clearance certificates must be submitted by each joint venture partner. c. Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002, d. Certified copy of Certificate of Incorporation (if tenderer is a Company), e. Certified copy of Founding Statement (if tenderer is a Closed Corporation), f. Certified copy of Partnership Agreement (if tenderer is a Partnership), g. Certified copy of Identity Document (if tenderer is a One-man concern), h. Joint Venture Agreement (if tenderer is a Joint Venture),
3.1	<p>Replace the contents of the clause with the following:</p> <p>Respond, to a request for clarification received in accordance with clause 2.8, within 7 days prior to the closing time stated in clause 2.15 and notify all tenderers who drew procurement documents.</p>
3.4	<p>Tenders will be opened immediately after the closing time for tenders, at the same venue.</p>
3.5	<p>A two-envelope procedure will not be followed.</p>
3.8.1	<p>Add the following to the clause:</p> <p>Failure on the part of the Tenderer to submit any one of the returnable documents or certificates listed in clause 2.23 within the period stipulated shall be just cause for the Employer to consider the tender offer as being non-responsive.</p>
3.9.1	<p>Replace the contents of the clause with the following:</p> <p>Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <ul style="list-style-type: none"> a) If a Schedule of Rates (or schedule of quantities or schedule of rates) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line-item total shall be corrected.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
	<p>b) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the corrected total of the prices shall govern.</p> <p>c) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern.</p>
3.11.1	<p>Method 2 will be used to evaluate all responsive tender offers, where the value for W_1 is:</p> <p>90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000; or</p> <p>80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R50 000 000.</p>
3.11.6	<p>The financial offer will be scored in terms of formula 2 option 1 of the Standard Conditions of Tender (Section T1.3 of the document).</p>
3.11.7	<p>Add the following new clause: Scoring preference</p> <p>Up to $(100 - W_1)$ tender evaluation points (W_p) will be awarded to tenderers who complete the preferencing schedule (bound into Section T2.2) and who are found to be eligible for the preference claimed. Refer to the Employer's Preferential Procurement Policy appended to this section as Annexure A.</p>
3.12	<p>Replace the contents of the clause with the following:</p> <p>If requested by any Tenderer, submit for the Tenderers' information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data require the Employer to provide.</p>
3.13.1	<p>A Tender offer will only be accepted on condition that such acceptance is not prohibited in terms of clause 44 of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act, 2003.</p>
3.14	<p>Replace the contents of the clause with the following:</p> <p>Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Engineer.</p>
3.18	<p>The successful tenderer shall receive one copy of the signed contract.</p>

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



FUNCTIONALITY:

EVALUATION OF TENDER OFFERS

Prequalification / Quality Criteria

Tenderers will be assessed based on the prequalification criteria as set out in the table below. Tenderers scoring less than 70 points will be considered non-responsive.

Tenderers shall fill in the relevant information on the Prequalification / Quality Criteria Schedules in Part T2 and this information shall be used to award points for functionality on the following basis per category:

	Quality Criteria – Tender Rating Matrix		A	B	C
			Tenderer Rating (Score 1-5)	Weighting	Tenderers Score (%)
1	COMPANY WORK EXPERIENCE				60
	A	Appointment and Completion Letters			$=(A \times B) / 3$
		3 or more similar projects greater than R60m construction value successfully completed in last 10years (As proof, attach the letter of appointment and the completion certificates OR practical completion certificates for projects that reached practical completion prior to the advertisement of this tender).	3	60	
		3 similar projects greater than R30m but less than R60m construction value successfully completed in last 10years (As proof, attach the letter of appointment and the completion certificates OR practical completion certificates for projects that reached practical completion prior to the advertisement of this tender).	2		
	3 similar projects less than R30m construction value successfully completed in last 10years (As proof, attach the letter of appointment and the completion certificates OR practical completion certificates for projects that reached practical completion prior to the advertisement of this tender).	0			
2	FINANCIAL STANDING				10
	A	Bank Rating			$=(A \times B) / 4$
		The bank certificate with the original bank stamp and signature. A – rating	4	10	
		The bank certificate with the original bank stamp and signature. B – rating	0		
		The bank certificate with the original bank stamp and signature. C – rating	0		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Quality Criteria – Tender Rating Matrix		A	B	C
		Tenderer Rating (Score 1-5)	Weighting	Tenderers Score (%)
	The bank certificate with the original bank stamp and signature. D – rating	0		
	The bank certificate with the original bank stamp and signature. E and F rating	0		
3	KEY PERSONNEL			20
	Key Personnel			=(AxB)/4
	<p>Bidder must submit CVs of the following key personnel in building environment:</p> <p>Contract Manager - The Construction Manager is to have ten (10) years or more experience in building construction projects. This to be clearly outlined in the CV and linked into projects showing their duration adding up to the required experience. Furthermore, the Site Agent to be in possession of a BSc or BTech in Civil Engineering and registered with ECSA (either as a Pr. Eng or Pr. Tech Eng). The qualification to be attached with the CV.</p> <p>Site Agent - The Site Agent is to have five (5) years or more experience in building construction projects. This to be clearly outlined in the CV and linked into projects showing their duration adding up to the required experience. Furthermore, the Site Agent to be in possession of a National Diploma in Civil Engineering as a minimum. The qualification to be attached with the CV.</p> <p>General Foreman - The General Foreman is to have five (5) years or more experience in building construction projects. This to be clearly outlined in the CV and linked into projects showing their duration adding up to the required experience. Furthermore, the Site Agent to be in possession of an Artisan's Trade Certificate as a minimum. The qualification to be attached with the CV.</p> <p>OHS Officer - The OHS is to have five (5) years or more experience in Health and Safety within construction projects. This to be clearly outlined in the CV and linked into projects showing their duration adding up to the required experience. Furthermore, the OHS is to be registered with SACPCMP (either as a PrCHSO or PrCHSA) and a minimum NQF 5 in Occupational Health and Safety Management.</p>		20	
	Provide all the listed key personnel	4		
	Provide Contract Manager, Site Agent, OHS Officer	3		
	Provide Site Agent and OHS Officer	2		
	Less than any of the above	0		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Quality Criteria – Tender Rating Matrix		A	B	C
		Tenderer Rating (Score 1-5)	Weighting	Tenderers Score (%)
4	CAPITAL RESOURCES			10
	Plant and Equipment			=(AxB)/5
	Bidder(s) must provide proof of plant and equipment ownership to undertake the projects, or alternatively provide letter of intent to lease from suppliers of the following: Tipper Truck Crane TLB Excavator LDV		10	
	Provide all the listed plant and equipment	5		
	Provide any four (4)	3		
	Provide any three (3)	1		
	Less than three (3)	0		
TOTAL SCORE				

1

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



GA-SEGONYANA LOCAL MUNICIPALITY

SUPPLY CHAIN MANAGEMENT POLICY

Council resolves in terms of section 111 of the Local Government Municipal Finance Management Act (No. 56 of 2003), to adopt the following proposal as the Supply Chain Management Policy of the municipality.

MUNICIPAL SUPPLY CHAIN MANAGEMENT POLICY

LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT, 2003

DATE OF ADOPTION

Council resolves in terms of Sec 111 of the Local Government Municipal Finance Management Act (No.56 of 2003), to adopt the following proposal as the Supply Chain Management Policy of the Municipality.

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1. DEFINITIONS

In this Policy, unless the context otherwise indicates, a word or expression to which a meaning has been assigned in the Act has the same meaning as in the Act, and –

“Municipality” means the Ga-Segonyana Local Municipality.

“Municipal entity” has the meaning assigned to it by Section 1 of the Municipal systems Act, 2000.

"Other applicable legislation" means any other legislation applicable to municipal supply chain management, including -

- the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); and
- the Construction Industry Development Board Act, 2000 (Act No.38 of 2000).

"In the service of the state" means to be -

- a) a member of -
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the National Assembly or the National Council of Provinces.
- b) a member of the board of directors of any municipal entity;
- c) an official of any municipality or municipal entity;
- d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No of 1999);
- e) a member of the accounting authority of any national or provincial public entity; or
- f) an employee of Parliament or a provincial legislature.

“Sole Provider”-means a provider of specialized or exclusive goods/services who has a sole distribution / patent /manufacturing rights and copy rights.

“Senior manager” means an executive director appointed in terms of section 56 of the Municipal Systems Act, 2000 or an acting executive director appointed by the Accounting Officer.

“The Act” means the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003).

“All applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

“The regulations” means the Local Government: Municipal Finance Management Act, 2003, Municipal Supply Chain Management Regulations published by Government Notice 10684 of 2017.

“B-BBEE” – means broad based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

“B-BBEE STATUS LEVEL OF CONTRIBUTOR – means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad Based Black Economic Empowerment Act; “Black People”; has the meaning assigned to it in section 1 of the Broad Based Black Economic Empowerment Act.

Black Designated Groups – has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad Based Black Economic Empowerment Act; Broad Based Black Economic

Empowerment Act – means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)

Co-Operative – means a co-operative registered in terms of section 7 of the Co-operatives ACT, 2005 (Act No. 14 of 2005).

Designated Group means –

a) black designated groups;

i. black people;

ii. women;

iii. people with disabilities, or

iv. small enterprises, as defined in section 1 of the National Small Enterprise Act, (Act No. 102 of 1996).

“Designated Sector” – means a sector, sub-sector or industry or product designated in terms of regulation 8(1) (a)

“EME” means and exempted of the micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

“Functionality” – means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

“Military Veteran” – has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

“National Treasury” has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

“People with Disabilities” - has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).

“Price” – includes all applicable taxes less all unconditional discounts,

“Proof of B-BBEE Status Level of Contributor” – means –

- a) the B-BBEE status level certificate issued by an authorised body or person;
- b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, or
- c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

“QSE” – means a qualifying small business enterprise in terms of code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

“Rural Area” - means

- a) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or
- b) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival and may have a traditional land tenure system.

“Stipulated Minimum Threshold” – means the minimum threshold stipulated in terms of regulation 8 (1) (b).

“Township” – means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

“Treasury” – has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999); and

“Youth” – has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008)

“Accredited” means goods / services that are officially recognized, are generally accepted or having a guaranteed quality.

“Competitive bid” means a bid in terms of a competitive bidding process.

“Competitive bidding process” means a competitive bidding process referred to in paragraph 14 (1) (d) of this Policy.

“Accounting officer” means the Accounting Officer referred to in section 60 of the Municipal Finance Management Act, No. 56 of 2003, in relation to a municipal entity, means the official referred to in section 93, and includes a person acting as the accounting officer.

“Accredited Agent” means a provider who is authorized to deliver certain goods / services and can be trading in a specific area; however, an accredited agent is not a sole provider. “Emergency procurement” emergency cases are cases where immediate action is necessary in order to avoid dangerous or risky situation (life threatening) or misery such as floods or fires.

“Exceptional / urgent cases” exceptional cases are cases where early delivery is of critical importance and the invitation of competitive bids is either impossible or impractical. However, a lack of proper planning should not be constituted as an urgent case subject to the approval of the Accounting Officer. The nature of the urgency and the details of the justifiable procurement must be recorded and the AO to approve.

“Final award”, in relation to bids or quotations submitted for a contract, means bids or quotations submitted for a contract, means the final decision on which-bid or quote to accept; "Written or verbal quotations" means quotations referred to in paragraph 14 (1)(b) of this Policy

"Formal written price quotation" means quotations referred to in paragraph 14 (1) (c) of this Policy.

“Fruitless and wasteful expenditure”- is defined in section 1 of the MFMA as follows: expenditure made in vain and would have been avoided had reasonable care been exercised; “Irregular expenditure”- as contemplated in MFMA section 32 and refers to the:

- Municipal Finance Management Act, Act56 of 2003, and its regulations
- Municipal Systems Act, Act 32 of 2000, and its regulations
- Public Office-Bearers Act, Act20 of 1998, and its regulations; and
- The municipality’s supply chain management policy, and any by-laws giving effect to that policy.

"Long term contract" means a contract with a duration period exceeding one year.

"List of accredited prospective providers" means the list of accredited prospective providers which the municipality must keep in terms of paragraph 16 of this policy.

“Central Supplier Database (CSD)”- is a single database to serve as the source of all supplier information for all spheres of government. The purpose of centralising government’s supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

“e-Tender Publication Portal” - facilitates all government institutions to publish their tenders, corrigendum and award notices on a single platform. This portal gives FREE access to public sector tender opportunities in South Africa.

“Transversal contract” means a contract arranged for more than one Dept/Mun or for more than one level of government e.g. National and Provincial Government.

"Treasury guidelines" means any guidelines on supply chain management issued by the Minister in terms of section 168 of the Act.

“Unauthorized expenditure” - means any expenditure incurred by a municipality otherwise than in accordance with section 15 or 11 [3] of MFMA and includes-

- a) overspending of the total amount appropriated in the municipality’s approved budget;
- b) overspending of the total amount appropriated for a vote in the approved budget;
- c) expenditure from a vote unrelated to the department or functional area covered by the

vote;

- d) expenditure of money appropriated for a specific purpose, otherwise than for that specific purpose;
- e) spending of an allocation referred to in paragraph [b], [c] or [d] of the definition of "allocation" otherwise than in accordance with any conditions of the allocation; or
- f) a grant by the municipality otherwise than in accordance with the MFMA.

CHAPTER 1
IMPLEMENTATION OF SUPPLY CHAIN MANAGEMENT POLICY

2. SUPPLY CHAIN MANAGEMENT POLICY

2.1. All officials and other role players in the supply chain management system of the municipality must implement this Policy in a way that

- a) gives effect to -
 - i. section 217 of the Constitution; and
 - ii. Part 1 of Chapter 11 and other applicable provisions of the Act.
- b) is fair, equitable, transparent, competitive and cost effective.
- c) complies with -
 - i. the Regulations; and
 - ii. any minimum norms and standards that may be prescribed in terms of section 168 of the Act.
- d) is consistent with other applicable legislation:
 - Broad Based Black Economic Empowerment Act [B-BBEEA].
 - Corruption Act, 1998 – anti-corruption measures and practices.
 - Competition Law and Regulations.
 - Promotion of Administrative Justice Act, 2000.
 - National Archives of South Africa Act, 1996.
 - National Small Business Act.
 - Construction Industry Development Board Act, 2000 [Act no 38 of 2000].
 - Preferential Procurement Policy Framework Act
- e) does not undermine the objective for uniformity in supply chain management systems between organs of state in all spheres; and
- f) is consistent with national economic policy concerning the promotion of investments and doing business with the public sector.

2.2. The municipal entity must, in addition to complying with subparagraph (1), apply this Policy, to the extent determined by the parent municipality, in a way that and that is consistent with the supply chain management policy of the municipality.

2.3. This Policy applies when the municipality-

- a) procures goods or services;
- b) disposes goods no longer needed;
- c) selects contractors to provide assistance in the provision of municipal services otherwise than in circumstances where Chapter 8 of the Municipal Systems Act

applies; or

- d) selects external mechanisms referred to in section 80 (1) (b) of the Municipal Systems Act for the provision of municipal services in circumstances contemplated in section 83 of that Act.

2.4. This Policy, except where provided otherwise, does not apply in respect of the procurement of goods and services contemplated in section 110(2) of the Act, including

- a) water from the Department of Water Affairs or a public entity, another municipality or a municipal entity; and
- b) electricity from Eskom or another public entity, another municipality or a municipal entity.

3. AMENDMENT OF THE SUPPLY CHAIN MANAGEMENT POLICY

3.1. The accounting officer must -

- a) at least annually review the implementation of this Policy; and
- b) when the accounting officer considers it necessary, submit proposals for the amendment of this Policy to the council.

3.2. If the accounting officer submits proposed amendments to the council that differs from the model policy issued by the National Treasury, the accounting officer must -

- a) ensure that such proposed amendments comply with the Regulations; and
- b) report any deviation from the model policy to the National Treasury and the relevant provincial treasury.

3.3. When amending this supply chain management policy, the need for uniformity in supply chain practices, procedures and forms between organs of state in all spheres, particularly to promote accessibility of supply chain management systems for small businesses must be taken into account.

4. DELEGATION OF SUPPLY CHAIN MANAGEMENT POWERS AND DUTIES

4.1. The council hereby delegates all powers and duties to the accounting officer which are necessary to enable the accounting officer-

- a) to discharge the supply chain management responsibilities conferred on accounting officers in terms of -
 - i. Chapter 8 or 10 of the Act; and
 - ii. this Policy;

- b) to maximise administrative and operational efficiency in the implementation of this Policy;
 - c) to enforce reasonable cost-effective measures for the prevention of fraud, corruption, favouritism and unfair and irregular practices in the implementation of this Policy; and
 - d) to comply with his or her responsibilities in terms of section 115 and other applicable provisions of the Act.
- 4.2. Sections 79 and 106 of the Act apply to the sub delegation of powers and duties delegated to an accounting officer in terms of subparagraph (1).
- 4.3. The accounting officer may not sub delegate any supply chain management powers or duties to a person who is not an official of the municipality or to a committee which is not exclusively composed of officials of the municipality.
- 4.4. This paragraph may not be read as permitting an official to whom the power to make final awards has been delegated, to make a final award in a competitive bidding process otherwise than through the committee system provided for in paragraph 28 of this Policy.

5. SUB DELEGATIONS

- 5.1. The accounting officer may in terms of section 79 or 106 of the Act sub delegate any supply chain management powers and duties, including those delegated to the accounting officer in terms of this Policy, but any such sub delegation must be consistent with subparagraph (2) of this paragraph and paragraph 4 of this Policy.
- 5.2. The power to make a final award -
- a) above R 10 million (VAT included) may not be sub delegated by the accounting officer;
 - b) above R2 million (VAT included), but not exceeding R10 million (VAT included), may be sub delegated but only to –
 - i. the chief financial officer;
 - ii. a senior manager; or
 - iii. a bid adjudication committee comprises of:
 - Chief Financial Officer
 - Head Infrastructure Services
 - Head Corporate Services
 - Head Community Services
 - c) not exceeding R2 million (VAT included) may be sub delegated but only to –

- i. the chief financial officer;
- ii. a senior manager;
- iii. a manager- directly accountable to the chief financial officer or a senior manager; or –
- iv. a bid adjudication committee comprises of:
 - Chief Financial Officer
 - Head Infrastructure Services
 - Head Corporate Services
 - Head Community Services

5.3. An official or bid adjudication committee to which the power to make final awards has been sub delegated in accordance with subparagraph (2) must within five days of the end of each month submit to the official referred to in subparagraph (4) a written report containing particulars of each final award made by such official or committee during that month, including-

- a) the amount of the award;
- b) the name of the person to whom the award was made; and
- c) the reason why the award was made to that person.

5.4. A written report referred to in subparagraph (3) must be submitted

- a) to the accounting officer, in the case of an award by -
 - i. the chief financial officer;
 - ii. a senior manager; or
 - iii. a bid adjudication committee of which the chief financial officer or a senior manager is a member; or
- b) to the chief financial officer or the senior manager responsible for the relevant bid; in the case of an award by-
 - i. a manager referred to in subparagraph (2)(c)(iii); or
 - ii. a bid adjudication committee of which the chief financial officer or a senior manager is not a member.

5.5. Subparagraphs (3) and (4) of this policy do not apply to procurements out of petty cash.

5.6. This paragraph may not be interpreted as permitting an official to whom the power to make final awards has been sub delegated, to make a final award in a competitive bidding process otherwise than through the committee system provided for in paragraph 28 of this Policy.

5.7. No supply chain management decision-making powers may be delegated to an

advisor or consultant.

6. OVERSIGHT ROLE OF COUNCIL

- 6.1. The council reserves its right to maintain oversight over the implementation of this Policy.
- 6.2. For the purposes of such oversight the accounting officer must – a)
 - i. within 30 days of the end of each financial year, submit a report on the implementation of this Policy and the supply chain management policy to the council of the municipality.
 - ii. whenever there are serious and material problems in the implementation of this Policy, immediately submit a report to the council, who must then submit the report to the accounting officer of the municipality for submission to the council
- 6.3. The accounting officer must, within 10 days of the end of each quarter, submit a report on the implementation of the supply chain management policy to the mayor.
- 6.4. The reports must be made public in accordance with section 21A of the Municipal Systems Act.

7. SUPPLY CHAIN MANAGEMENT UNIT

- 7.1. A supply chain management unit is hereby established to implement this Policy.
- 7.2. The supply chain management unit operates under the direct supervision of the chief financial officer or an official to whom this duty has been delegated in terms of section 82 of the Act.

8. TRAINING OF SUPPLY CHAIN MANAGEMENT OFFICIALS

- 8.1. The training of officials involved in implementing this Policy should be in accordance with any Treasury guidelines on supply chain management training.

CHAPTER 2
SUPPLY CHAIN MANAGEMENT SYSTEM

9. FORMAT OF SUPPLY CHAIN MANAGEMENT SYSTEMS

9.1. This Policy provides systems for -

- i. demand management.
- ii. acquisition management.
- iii. logistics management.
- iv. disposal management.
- v. risk management; and
- vi. performance management.
- vii. asset management
- viii. Contract Management

PART 1: DEMAND MANAGEMENT

10. SYSTEM OF DEMAND MANAGEMENT

10.1. The accounting officer must establish and implement an appropriate demand management system in order to ensure that the resources required by the municipality support its operational commitments and its strategic goal outlined in the Integrated Development Plan

10.2. The demand management system must -

- a) include timely planning and management processes to ensure that all goods and services required by the municipality are quantified, budgeted for and timely and effectively delivered at the right locations and at the critical delivery dates, and are of the appropriate quality and quantity at a fair cost;
- b) take into account any benefits of economies of scale that may be derived in the case of acquisitions of a repetitive nature; and
- c) provide for the compilation of the required specifications to ensure that its needs are met.
- d) to undertake appropriate industry analysis and research to ensure that innovations and technological benefits are maximized.
- e) The municipality must compile a Procurement Plan containing all planned

procurement for the financial year in respect of the procurement of goods, services and infrastructure projects which exceed R 200 000 [all applicable taxes included] per case as described in the Supply Chain Management Guide for Accounting Officers. The procurement plan must be finalized on the 01 July every year. The relevant information should preferably be furnished in the format contained in the MFMA Circular 62 (Annexure A and B).

11. FRAMEWORK FOR INFRASTRUCTURE PROCUREMENT

The framework for infrastructure procurement outlines the minimum infrastructure procurement policy requirements for municipal planning and implementation.

The strategic direction set in the Integrated Development Plan (IDP) informs the framework for infrastructure procurement. For example, procurement strategies must be aligned to the municipality's developmental and internal transformation needs, as specified in the IDP.

- 11.1. Minimum Requirement for Infrastructure Procurement
 - a). Infrastructure procurement must be undertaken in accordance with all applicable Infrastructure Procurement related legislation and this Framework.
 - b). Infrastructure procurement must be implemented in accordance with the institutional Supply Chain Management System, which promotes differentiated procurement for infrastructure
 - c). Infrastructure procurement must be implemented in accordance with the procurement gates prescribed in paragraph 11.
 - d). The Accounting Officer must ensure that a budget is available for the duration of the project, in line with MFMA provisions for capital and operating budgets
 - e). The Accounting Officer must ensure that cash flow management processes are in place to meet payment obligations within the time periods specified in the contract.
 - f). Procurement gates provided in paragraph 11 of this policy must be used, as appropriate, to
 - i. Authorise commencement of activities that lead to the next control gate;
 - ii. Confirm conformity with requirements; and/or
 - iii. Provide information

- g). The authorisation to proceed to the next procurement gate must be given by a delegated person or body. The delegated person or body must be able to apply relevant built environment knowledge and skill to achieve the intended results required at the relevant procurement gate. The level of detail contained in the documentation on which a decision to proceed to the next procurement gate is made, must be sufficient to enable an informed decision.
- h). The Accounting Officer must develop and implement effective and efficient emergency procurement procedures, including relevant approval delegation, in compliance with relevant legislation.
- i). The Accounting Officer must develop and implement an effective and efficient infrastructure disposal policy in line with the Municipal Asset Transfer Regulations. The institution may consider disposal strategies aligned to their internal disposal policy, prior to proceeding with the procurement strategy
- j) The Accounting Officer must keep records of Procurement Gate Approvals, in a manual or electronic format, with the following minimum requirements:
 - i. Procurement gate;
 - ii. Delegated person/s or body;
 - iii. Date on which the approval request was received;
 - iv. Date on which the approval was actioned; and
 - v. Signature of the delegated person or body.
- k). All assets must be recorded in the municipal asset register as required by the GRAP standards.

11.2. Infrastructure Procurement Gates (PG1)

- a). Initiate a procurement process;

(See Annexure C: In order for the initiation to be completed, and the decision to proceed with procurement is effected; the Project Stage Deliverables for Stages 1 and 2 must be completed. In the case of Mega Projects (Projects in excess of R50 million) the Gateway Review requirements must be adhered to as stipulated within Annexure C)

11.2.1. Minimum Requirement for PG 1:

- i). Establish and clarify the procurement need, aligned to the municipality's development and transformation priorities specified in the IDP.
 - ii). Determine a suitable title for the procurement, to be applied as the project description.
 - iii). Prepare the broad scope of work for the procurement.
 - iv). Perform market analysis
 - v). Estimate the financial value of proposed procurement and contract for budgetary purposes, based on the broad scope of work.
 - vi). Confirm the budget.
 - vii). Compliance with section 33 of the MFMA with respect to community and stakeholder consultation
- b). PG 1 is complete when a designated person or body makes the decision to proceed/not to proceed, with the procurement of the infrastructure.

11.3. Procurement Gate 2 for PG 2:

- a). Approve procurement strategy to be adopted.
See Annexure C: In order for the procurement strategy to be adopted, and the decision to proceed with an approved procurement strategy; the Project Stage Deliverables for Stages 3 and 4 must be completed)

11.3.1. Minimum Requirement for PG 2:

- a). Develop a procurement strategy aligned to the institutional procurement strategy:
 - i). Establish contracting and pricing strategy comprising of an appropriate allocation of responsibilities and risks; and the methodology for contractor payments.
 - ii). Identify service required for works.
 - iii). Decide on contracting strategy
 - iv). Decide on pricing strategy
 - v). Decide on form of contract
 - vi). Establish opportunities for promoting preferential procurement in

compliance with legislative provisions and the Construction Sector Code

- b). PG 2 is complete when a delegated person or body approves the procurement strategy that is to be adopted.

11.4. Procurement Gate 3 (PG 3)

- a) Approve procurement documents.

11.4.1. Minimum requirements for PG 3

- b). Prepare procurement documents that are compatible with:
 - i). Approved procurement strategies.
 - ii). Project management design documentation.
- c). PG 3 is complete when the Bid Specification Committee approves the procurement document

11.5. Procurement Gate 4 (PG 4)

- a) Confirm that cash flow processes are in place to meet contractual obligations.

11.5.1. Minimum requirement for PG 4

- 11.5.1.1. Confirm that cash flow processes are in place to meet contractual obligations.
- 11.5.1.2. Establish control measures for settlement of payments within the time period specified in the contract.
- b). PG 4 is complete when a delegated person or body confirms in writing that cash flow processes are in place; and control measures are established for the procurement to take place.

PART 2: ACQUISITION MANAGEMENT

12. SYSTEM OF ACQUISITION MANAGEMENT

12.1. The accounting officer must implement the system of acquisition management set out in this Part in order to ensure -

- a) that goods and services are procured by the municipality in accordance with authorised processes only;
- b) that expenditure on goods and services is incurred in terms of an approved budget in terms of section 15 of the Act;
- c) that the threshold values for the different procurement processes are complied with;
- d) that bid documentation, evaluation and adjudication criteria, and general conditions of a contract, are as per National and Provincial prescripts.
- e) that the preference point system used in accordance with the Preferential Procurement Regulations 2017.
- f) that any Treasury guidelines on acquisition management are properly taken into account.

Verification of bids in excess of R10 million

- g) Verification of bids in excess of R10 million:

Prior to advertisement:

Verification by the Chief Financial Officer

The senior manager responsible for a vote must submit to the Chief Financial Officer

- proof that budgetary provision exists for the procurement of the goods/services and / or infrastructure projects:
 - any ancillary budgetary implications related to the bid.
 - any multi -year budgetary implications.

Prior to the award of a bid

Contracts above the value of R 10 million [all applicable taxes included] may only be awarded to the preferred bidder after the Chief Financial Officer has verified in writing that budgetary provision exists for the acquisition of the goods, infrastructure projects and /or services and that it is consistent with the Integrated Development Plan.

- h) Publication of awards in respect of advertised competitive bids [above the threshold value of R 200 000]

The following information on the successful bids must be placed on the

municipal website:

- Contract numbers and description of goods, services or infrastructure projects.
- Names of the successful bidders and the B-BBEE level of contribution claimed.
- Brand names and dates for completion of contracts.

i) Functionality

Adhere to the revised guidelines when functionality is included as a criterion in the evaluation of bids [National Treasury note issued in September 2010].

- (i) Clear indication must be given in bid documents if bids will be evaluated on functionality.
- (ii) Evaluation criteria must be objective.
- (iii) The weight of each criterion, applicable values and the minimum qualifying score [for each bid on its own merit] must be indicated in the bid documents.
- (iv) Bidders failing to achieve the qualifying score for functionality must be disqualified.
- (v) Bidders achieving the minimum qualifying score must be evaluated further in terms of points for price and B-BBEE status level contribution
- (vi) Must be determined separately for each tender; and
- (vii) May not be so-
 - low that it may jeopardise the quality of the required goods and services; or
 - high that it is unreasonably restrictive.
- (viii) Points scored for functionality must be rounded off to the nearest two decimal places.

12.2. When procuring goods or services contemplated in section 110(2) of the Act must make public the fact that it procures such goods and services otherwise than through its supply chain management system, including -

- a) the kind of goods or services; and
- b) the name of the supplier.

13. FRAMEWORK FOR INFRASTRUCTURE PROCUREMENT

The framework for infrastructure procurement outlines the minimum infrastructure

procurement policy requirements for municipal planning and implementation. The strategic direction set in the Integrated Development Plan (IDP) informs the framework for infrastructure procurement. For example, procurement strategies must be aligned to the municipality's developmental and internal transformation needs, as specified in the IDP

13.1. Procurement Gate 5 (PG 5)

a). Solicit tender offers.

13.1.1. Minimum requirements for PG 5

- i). Invite contractors to submit tender offers.
- ii). Receive tender offers.
- iii). Record tender offers.
- iv). Safeguard tender offers.

b). PG 5 is complete when tender offers received are recorded and safeguarded by a delegated person from the SCM unit.

13.2. Procurement Gate 6 (PG 6)

a). Evaluate tender offers premised on undertakings and parameters established in procurement documents.

13.2.1. Minimum Requirement for PG 6:

- i). Determine whether tender offers are complete.
- ii). Determine whether tender offers are responsive.
- iii). Evaluate tender submissions.
- iv). Review minimum compliance requirements for each tender.
- v). Perform a risk analysis.
- vi). Prepare a report on tender offers received, and on their achievement of minimum compliance.

b). PG 6 is complete when the chairperson of the Bid Evaluation Committee approves the BEC report.

13.3. Procurement Gate 7 (PG 7)

a). Award the contract.

13.3.1. Minimum Requirement for PG 7:

- i). Bid adjudication committee review of the BEC evaluation report.
- ii). Bid Adjudication Committee makes an award.

- iii). Accounting Officer Approval of the tender process.
 - iv). Notify successful tenderer and unsuccessful tenderers of the outcome.
 - v). Sign contract document.
 - vi). Formally accept tender offer.
- b). PG 7 is complete when the Accounting Officer, or the Bid Adjudication Committee where delegated, confirms that the tenderer has provided evidence of complying with all requirements stated in the tender data and formally accepts the tender offer in writing, and issues the contractor with a signed copy of the contract

14. RANGE OF PROCUREMENT PROCESSES

14.1. Goods and services may only be procured by way of-

- a) petty cash purchases, up to a transaction value of R2 000 (VAT included);
- b) written or verbal quotations for procurements of a transaction value over R2 000 up to R10 000 (VAT included);
- c) formal written price quotations for procurements of a transaction value over R10 000 up to R200 000 (VAT included); and
- d) a competitive bidding process for-
 - (i) procurements above a transaction value of R200 000 (VAT) included); and
 - (ii) the procurement of long-term contracts.

14.2. The accounting officer may, in writing-

- a) lower, but not increase, the different threshold values specified in subparagraph (1); or
- b) direct that-
 - (i) written or verbal quotations be obtained for any specific procurement of a transaction value lower than R2 000 [all taxes included];
 - (ii) formal written price quotations be obtained for any specific procurement of a transaction value lower than R 10 000[all taxes included]; or
 - (iii) a competitive bidding process be followed for any specific procurement of a transaction value lower than R200 000 [all taxes included].

14.3. Goods or services may not deliberately be split into parts or items of a lesser value merely to avoid complying with the requirements of the policy. When determining transaction values, a requirement for goods or services consisting of different parts or items must as far as possible be treated and dealt with as a single transaction.

15. GENERAL PRECONDITIONS FOR CONSIDERATION OF WRITTEN QUOTATIONS OR BIDS

15.1. A written quotation or bid may not be considered unless the provider who submitted the quotation or bid -

- a) has furnished that provider's -
 - (i) full name;
 - (ii) identification number or company or other registration number; and
 - (iii) tax reference number and VAT registration number, if any;
 - (iv) registered on Central Supplier Database (CSD) with a tax compliant status;
 - (v) check in respect of the recommended bidder whether municipal rates and taxes and municipal service charges are not in arrears for more than three [3] months; or if the bidder lives in the rural area, he or she should get proof of residence from the chief of the village of the area
 - (vi) requirements for construction and engineering related bids should be awarded according to CIDB regulations;
 - (vii) The CIDB Act requires that all projects need to be registered with the CIDB;
 - (viii) Before an award is done to a contractor, the contractor's CIDB grading must be confirmed with the CIDB website;
 - (ix) The CIDB grading designation is as follows:

Grading designation	Less than or equal to
1	R 500 000
2	R 1 000 000
3	R 3 000 000
4	R 6 000 000
5	R 10 000 000
6	R 20 000 000
7	R 60 000 000

8	R 200 000 000
9	No Limit

- a) has authorised the municipality to obtain a tax clearance from the South African Revenue Services that the provider's tax matters are in order; and [the tax compliant status be verified on the Central Supplier Database (CSD)] and
- b) has indicated -
 - (i) whether he or she is in the service of the state, or has been in the service of the state in the previous twelve months;
 - (ii) if the provider is not a natural person, whether any of its directors, managers, principal shareholders or- stakeholder is in the service of the state, or has- been in the service of the state in the previous twelve months; or
 - (iii) whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to in subparagraph (ii) is in the service of the state, or has been in the service of the state in the previous twelve months.

16. LISTS OF ACCREDITED PROSPECTIVE PROVIDERS

16.1. The accounting officer must -

- a) utilise the National Central Supplier Database (NCSDB) to source accredited service providers of goods and services that must be used for procurements through written, verbal quotations, formal written price quotations and competitive bids; and
- b) invite prospective service providers of goods and services to apply for evaluation and listing as accredited prospective service providers for subcontracting purposes; and
- c) disallow the listing of any prospective provider whose name appears on the National Treasury's database as a person prohibited from doing business with the public sector.
- d) Suppliers may update their CSD status continuously;
- e) CSD is compiled per commodity and per type of service.

17. PETTY CASH PURCHASES

17.1. The conditions for the procurement of goods by means of petty cash purchases referred to in paragraph 14 (1) (a) of this Policy, are as follows –

- a) council determine the terms on which a manager may delegate responsibility for petty cash to an official reporting to the manager;
- b) council determine the maximum number of petty cash purchases or the maximum amounts per month for each manager;
- c) council determine any types of expenditure from petty cash purchases that are excluded, where this is considered necessary; and
- d) a monthly reconciliation report from each manager must be provided to the chief financial officer, including –
 - (i) the total amount of petty cash purchases for that month; and
 - (ii) receipts and appropriate documents for each purchase.

18. WRITTEN OR VERBAL QUOTATIONS

18.1. The conditions for the procurement of goods or services through written or verbal quotations are as follows:

- a) Quotations must be obtained from at least three different providers preferably from, but not limited to, providers whose names are listed on the CSD.
- b) quotations must be approved on a rotation basis.
- c) to the extent feasible, providers must be requested to submit such quotations in writing
- d) if it is not possible to obtain at least three quotations, the reasons must be recorded and reported quarterly to the accounting officer or another official designated by the accounting officer;
- e) the accounting officer must record the names of the potential providers requested to provide such quotations with their quoted prices; and
- f) if a quotation was submitted verbally, the order may be placed only against written confirmation by the selected provider:
- g) The municipality will investigate and utilize various other options to advertise bids/quotations viz. community boards, the library, public buildings, police station, etc. This is to ensure that the municipality tried to obtain at least three quotations.
- h) In cases where there are only a few suppliers for certain goods e.g., vehicle repairs, fuel outlets, etc. the municipality will then use these suppliers on a rotation basis. This practice will only be utilized in exceptional cases. As soon

as more suppliers become available, such goods / services will be provided via the normal SCM quotations.

19. FORMAL WRITTEN PRICE QUOTATIONS -

- 19.1. The conditions for the procurement of goods or services through formal written price quotations, are as follows:
- a) quotations must be obtained in writing from at least three different providers whose names are listed on Central Supplier Database
 - b) if it is not possible to obtain at least three quotations, the reasons must be recorded and approved by the chief financial officer or an official designated by the chief financial officer, and
 - c) the accounting officer must record the names of the potential providers and their written quotations.
- 19.2. A designated official referred to in subparagraph (1) (c) must within three days of the end of each month report to the chief financial officer on any approvals given during that month by that official in terms of that subparagraph.

20. PROCEDURES FOR PROCURING GOODS OR SERVICES THROUGH WRITTEN OR VERBAL QUOTATIONS AND FORMAL WRITTEN PRICE QUOTATIONS

- 20.1. The procedure for the procurement of goods or services through written or verbal quotations or formal written price quotations, is as follows:
- a) the accounting officer must promote ongoing competition amongst providers by inviting providers to submit quotations on a rotation basis.
 - b) all requirements in excess of R30 000 (VAT included) that are to be procured by means of formal written price quotations must, in addition to the requirements of paragraph 19, be advertised for at least seven days on the website and an official notice board of the municipality;
 - c) offers received must be evaluated on a comparative basis taking into account unconditional discounts;
 - d) the accounting officer or chief financial officer must on a monthly basis be notified in writing of all written or verbal quotations and formal written price quotations accepted by an official acting in terms of a sub delegation;
 - e) offers below R30 000 (VAT included) must be awarded based on compliance to specifications and conditions of contract, ability and capability to deliver the

goods and services and lowest price;

- f) acceptable offers, which are subject to the preference points system (PPPFA and PPR 2017), must be awarded to the bidder whose offer is according to specifications, has the ability to deliver and is compliant with all the other requirements and scored the highest points.
- g) Minimum requirements for proper record keeping must be complied with.

21. COMPETITIVE BIDS

- 21.1. Goods or services above a transaction value of R200 000 (VAT included) and long- term contracts may only be procured through a competitive bidding process, subject to paragraph 12 (2) and 15 of this Policy.
- 21.2. No requirement for goods or services above an estimated transaction value of R200 000 (VAT included), may deliberately be split into parts or items of lesser value merely for the sake of procuring the goods or services otherwise than through a competitive bidding process.
- 21.3. The 80/20 or 90/10 principle is applicable: 80/90 points for price and 20/10 points for B- BBEE status level verification certificates. The 20/10 points will be standard as follows:

B-BBEE Status Level of Contributor	Number of points [80/20]	Number of points [90/10]
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant Contributor	0	0

- 21.4. The points scored for price must be added to the points scored for B-BBEE status level of contribution to obtain the bidder's total points scored out of 100. A bid must not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant

contributor. Such a bidder will score 0 out of a maximum of 10 or 20 points for B- BBEE status.

- 21.5. The 80/20-point system is applicable from R30 000 [all taxes included] up to R50 million [all taxes included]
- 21.6. The 90/10-point system is applicable to bids invited exceeding R 50 million [all taxes included]
- 21.7. The specification committee will make proposals if functionality points need to be used, and the evaluation committee will approve a variation in the point system for a specific bid.
- 21.8. For construction procurements the CIDB Act and Regulations are to be used for quotations/ bids.

22. PROCESS FOR COMPETITIVE BIDDING

- 22.1. The procedures for the following stages of a competitive bidding process are as follows:
 - a) Compilation of bidding documentation as detailed in paragraph 23;
 - b) Public invitation of bids as detailed in paragraph 24;
 - c) Site meetings or briefing sessions as detailed in paragraph 24;
 - d) Handling of bids submitted in response to public invitation as detailed in paragraph 25;
 - e) Evaluation of bids as detailed in paragraph 30;
 - f) Award of contracts as detailed in paragraph 31;
 - g) Administration of contracts
 - (i) After approval of a bid, the accounting officer and the bidder must enter into a written agreement.
 - h) Sub-contracting
 - (i) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
 - (ii) A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
 - (iii) A person awarded a contract may not submit more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 22.2. Subcontracting as condition of tender
 - a) If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.
 - b) If an organ of state applies subcontracting as contemplated in sub regulation
 - (1) the organ of state must advertise the tender with a specific tendering condition that the

successful tenderer must subcontract a minimum of 30% of the value of the contract to-

- (i) an EME or QSE which is at least 51% Black Owned;
- (ii) an EME or QSE which is at least 51% owned black owned by black youth;
- (iii) an EME or QSE which is at least 51% Black Women Owned;
- (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
- (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas and / or townships;
- (vi) a Cooperative which is at least 51% owned by black people;
- (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;
- (viii) The organ of state must make available the list of all suppliers registered on a database approved by national treasury to provide the required goods or services in respect of the applicable designated groups mentioned in sub-regulation (2) from which the tenderer must select a supplier.

22.3. Local production and content

22.3.1. The Department of Trade and Industry may, in consultation with the National Treasury -

- a) designate a sector, sub-sector or industry or product in accordance with national development and industrial policies for local production and content, where only locally produced services or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content, taking into account economic and other relevant factors; and
- b) stipulate a minimum threshold for local production and content.

22.3.2. An organ of state must, in the case of a designated sector, advertise the invitation to tender with a specific condition that only locally produced goods or locally manufactured goods, meeting the stipulated minimum threshold for local production and content, will be considered.

22.3.3. The National Treasury must inform organs of state of any designation made in terms of regulation 8(1) through a circular,

22.3.4. a). If there is no designated sector, an organ of state may include, as a specific condition of the tender, that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

b). The threshold referred to in paragraph (a) must be in accordance with the standards determined by the Department of Trade and Industry in consultation with the National Treasury.

22.3.5. A tender that fails to meet the minimum stipulated threshold for local production and content is an unacceptable tender.

22.3.6. Local Content also applicable when requesting quotations.

22.4. Evaluation of bids that scored equal points

- i. In the event that two or more bids have scored equal total, the successful bid must be the one that scored the highest points for B-BBEE.
- ii. If two or more bids have equal points, including equal preference points for BBBEE, the successful bid must be the one scoring the highest points for functionality, if functionality is part of the evaluation process.
- iii. In the event that two or more bids are equal in all respects, the award must be decided by drawing lots.

22.5. Cancellation and re-invitation of bids

- (i) Addition of sub-regulation related to cancellation of tender due to material irregularities.
- (ii) Also, in addition of a provision that an organ of state may cancel a tender for the second time, only with the approval of the relevant treasury.

22.6. Awarding of contracts

A contract must be awarded to the bidder who scored the highest total number of points in terms of the preference point system. In exceptional circumstances a contract may, on reasonable and justifiable grounds be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved and recorded for audit purposes and must be defensible in a court of law.

22.7. Sale and letting of assets

- i. The Preferential Procurement Regulations, 2017, are not applicable to the sale and letting of assets.
- ii. In instances where assets are sold or leased, by means of a bidding process, the bid must be awarded to the bidder with the highest price

22.8. Proper record keeping

- (i) Original legal copies of written contracts agreements should be kept in a secure place for reference purposes.

23. BID DOCUMENTATION FOR COMPETITIVE BIDS

23.1. The criteria to which bid documentation for a competitive bidding process must comply, must-

- a) take into account -
 - i. the general conditions of contract and any special conditions of contract, if specified;
 - ii. any Treasury guidelines on bid documentation; and
 - iii. the requirements of the Construction Industry Development Board, in the case of a bid relating to construction, upgrading or refurbishment of buildings or infrastructure;
- b) include the preference points system to be used, goals as contemplated in the Preferential Procurement Regulations and evaluation and adjudication criteria, including any criteria required by other applicable legislation;
- c) compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted;
- d) if the value of the transaction is expected to exceed R 10 million (VAT included), require bidders to furnish-
 - (i) if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements-
 - aa). for the past three years; or
 - bb). since their establishment if established during the past three years;
 - (ii) a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
 - (iii) particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non- compliance or dispute concerning the execution. of such contract;
 - (iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion

of payment from the municipality is expected to be transferred out of the Republic;
and

- e) stipulate those disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.
- f) The Accounting Officer reserves the right to stipulate such a dispute to be settled utilizing a court of law preferably within the municipal boundaries or as close as possible to the municipal boundaries

24. PUBLIC INVITATION FOR COMPETITIVE BIDS

24.1. The procedure for the invitation of competitive bids, is as follows:

- a) Any invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally, the website of the municipality or any other appropriate ways which include for:
 - (i) GOODS AND SERVICES:
Advertisement of Bids and the Publication of notices in respect of Awards Cancelled Bids, Verification and Extension of existing contracts on the e-Tender Publication Portal and Government Tender Bulletin; and
 - (ii) WORKS AND INFRASTRUCTURE:
Advertisement of Bids and the Publication of notices in respect of Awards, and cancellation of bids on the CIDB i-Tender.
- b) the information contained in a public advertisement, must include-
 - (i) the closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R 10 million (VAT included), or which are of a long-term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper, subject to subparagraph (2) of this policy;

- (ii) a statement that bids may only be submitted on the bid documentation provided by the municipality or the bid document uploaded on the e- tender portal; and
 - (iii) date, time and venue of any proposed site meetings or briefing sessions.
- 24.2. The accounting officer may determine a closure date for the submission of bids on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.
- 24.3. Bids submitted must be sealed.
- 24.4. Where bids are requested in electronic format, such bids must be supplemented by sealed hard copies.
- 24.5. If a municipality decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond –
 - 24.5.1. a tenderer having a stipulated minimum B-BBEE status level of contributor;
 - 24.5.2. an EME or QSE;
 - 24.5.3. a tenderer or subcontracting a minimum of 30% to –
 - (i) an EME or QSE which is at least 51% owned by black people,
 - (ii) an EME or QSE which is at least 51% owned black owned by black people who are youth.
 - (iii) and EME or QSE which is at least 51% owned by black people who are women;
 - (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
 - (v) an EME which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - (vi) a cooperative which is at least 51% owned by black people;
 - (vii) an EME or QSE which is at least owned by black people who are military veterans;
 - (viii) and EME or QSE.

25. PROCEDURE FOR HANDLING, OPENING AND RECORDING OF BIDS

- 25.1. The procedures for the handling, opening and recording of bids, are as follows:
 - a) Bids-
 - (i) must be opened only in public;
 - (ii) must be opened at the same time and as soon as possible after the period for the submission of bids has expired; and
 - (iii) received after the closing time should not be considered and returned unopened immediately.
 - b) Any bidder or member of the public has the right to request that the names of the bidders who submitted bids in time must be read out and, if practical, also each bidder's total bidding price;
 - c) No information, except the provisions in subparagraph (b), relating to the bid should be

disclosed to bidders or other persons until the successful bidder is notified of the award; and

- d) The accounting officer must-
 - (i) record in a register all bids received in time;
 - (ii) make the register available for public inspection; and
 - (iii) publish the entries in the register and the bid results on the website.

26. NEGOTIATIONS WITH PREFERRED BIDDERS

26.1. The accounting officer may negotiate the final terms of a contract with bidders identified through a competitive bidding process as preferred bidders, provided that such negotiation -

- a) does not allow any preferred bidder a second or unfair opportunity;
- b) is not to the detriment of any other bidder; and
- c) does not lead to a higher price than the bid as submitted.
- d) upon approval to negotiate, the AO/AA must appoint a cross functional negotiation team, with one member appointed to be team leader.
- e) the negotiation team leader must ensure that all members of the negotiating team are clear on the negotiation strategy and desired outcomes.

26.2. Minutes of such negotiations must be kept for record purposes.

27. TWO-STAGE BIDDING PROCESS

27.1. A two-stage bidding process is allowed for -

- a) large complex projects;
- b) projects where it may be undesirable to prepare complete detailed technical specifications; or
- c) long term projects with a duration period exceeding three years.

27.2. In the first stage technical proposals on conceptual design or performance

specifications should be invited, subject to technical as well as commercial clarifications and adjustments.

27.3. In the second stage final technical proposals and priced bids should be invited.

28. COMMITTEE SYSTEM FOR COMPETITIVE BIDS

28.1. A committee system for competitive bids is hereby established, consisting of the following committees for each procurement or cluster of procurements as the accounting officer may determine:

- a) a bid specification committee;
- b) a bid evaluation committee; and
- c) a bid adjudication committee.

28.2. The accounting officer appoints the members of each committee, taking into account section 117 of the Act; and

28.3. A neutral or independent observer, appointed by the accounting officer, must attend or oversee a committee when this is appropriate for ensuring fairness and promoting transparency.

28.4. The committee system must be consistent with -

- a) paragraph 29, 30 and 31 of this Policy; and
- b) any other applicable legislation.

28.5. The accounting officer may apply the committee system to formal written price quotations.

29. BID SPECIFICATION COMMITTEES

29.1. A bid specification committee must compile the specifications for each procurement of goods or services by the municipality.

29.2. Specifications -

- a) must be drafted in an unbiased manner to allow all potential suppliers to offer their goods or services;
- b) must take account of any accepted standards such as those issued by Standards South Africa, the International Standards Organisation, or an authority accredited or recognised by the South African National Accreditation System with which the equipment or material or workmanship should comply;
- c) must, where possible, be described in terms of performance required rather than in terms of descriptive characteristics for design;
- d) may not create trade barriers in contract requirements in the forms of specifications, plans, drawings, designs, testing and test methods, packaging, marking or labelling of conformity certification;

- e) may not make reference to any particular trade mark, name, patent, design, type, specific origin or producer unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the word "equivalent";
 - f) must indicate each specific goal for which points may be awarded in terms of the points system set out in the Preferential Procurement Regulations 2001; and
 - g) must be approved by the accounting officer prior to publication of the invitation for bids in terms of paragraph 24 of this Policy.
- 29.3. A bid specification committee must be composed of one or more officials of the municipality preferably the manager responsible for the function involved, and may, when appropriate, include external specialist advisors.
- 29.4. No person, advisor or corporate entity involved with the bid specification committee, or director of such a corporate entity, may bid for any resulting contracts.

30. BID EVALUATION COMMITTEES

- 30.1. A bid evaluation committee must-
- a) evaluate bids in accordance with -
 - (i) the specifications for a specific procurement; and
 - (ii) the points system set out in terms of paragraph 29(2)(f).
 - b) evaluate each bidder's ability to execute the contract;
 - c) check in respect of the recommended bidder whether municipal rates and taxes and municipal service charges are not in arrears, and;
 - d) submit to the adjudication committee a report and recommendations regarding the award of the bid or any other related matter.
- 30.2. A bid evaluation committee must as far as possible be composed of-
- a) officials from departments requiring the goods or services; and
 - b) at least one supply chain management practitioner of the municipality.

31. BID ADJUDICATION COMMITTEES

- 31.1. A bid adjudication committee must -
- a) consider the report and recommendations of the bid evaluation committee; and
 - b) either-
 - (i) depending on its delegations, make a final award or a recommendation to the accounting officer to make the final award; or
 - (ii) make another recommendation to the accounting officer how to proceed with the relevant procurement.
- 31.2. A bid adjudication committee must consist of at least four senior managers of the municipality, which must include -
- (i) the chief financial officer or, if the chief financial officer is not available, another manager in the budget and treasury office reporting directly to the chief financial officer and designated by the chief financial officer; and
 - (ii) at least one senior supply chain management practitioner who is an official of the municipality; and
 - (iii) a technical expert in the relevant field who is an official, and who requests the goods /services must be co-opted any way. Outside technical experts can also be co-opted, they must leave the meeting after advice has been given. Only standing committee members can be involved in final deliberation and recommendations or final approval.
- a) Where the Bid Adjudication Committee is of the view that the tenderer is charging prices higher than the fair market price, the Bid Adjudication Committee may request for the AO/AA to subject the tender to price negotiations with the tenderers scoring the highest points (from first highest to third highest) before award is made.
- 31.3. The accounting officer must appoint the chairperson of the committee. If the chairperson is absent from a meeting, the members of the committee who are present must elect one of them to preside at the meeting.
- 31.4. Neither a member of a bid evaluation committee, nor an advisor or person assisting the evaluation committee, may be a member of a bid adjudication committee.
- 31.5.
- a) If the bid adjudication committee decides to award a bid other than the one recommended by the bid evaluation committee, the bid adjudication committee must prior to awarding the bid -

- (i) check in respect of the preferred bidder whether that bidder's municipal rates and taxes and municipal service charges are not in arrears, and;
 - (ii) notify the accounting officer.
 - b) The accounting officer may-
 - (i) after due consideration of the reasons for the deviation, ratify or reject the decision of the bid adjudication committee referred to in paragraph (a); and
 - (ii) if the decision of the bid adjudication committee is rejected, refer the decision of the adjudication committee back to that committee for reconsideration.
- 31.6. The accounting officer may at any stage of a bidding process, refer any recommendation made by the evaluation committee or the adjudication committee back to that committee for reconsideration of the recommendation.
- 31.7. The accounting officer must comply with section 114 of the Act within 10 working days
- 31.8. For the purposes of continuity and not to delay meetings the Accounting Officer may also appoint any official to temporarily replace members that are absent from meetings due to illness, leave, etc. The Accounting Officer may also decide whether or not such an official will have the same powers as committee members.

32. PROCUREMENT OF BANKING SERVICES

- 32.1. A contract for banking services-
 - a) must be procured through competitive bids;
 - b) must be consistent with section 7 or 85 of the Act; and
 - c) may not be for a period of more than five years at a time.
- 32.2. The process for procuring a contract for banking services must commence at least nine months before the end of an existing contract.
- 32.3. The closure date for the submission of bids may not be less than 60 days from the date on which the advertisement is placed in a newspaper in terms of paragraph 24(1). Bids must be restricted to banks registered in terms of the Banks Act, 1990 (Act No. 94 of 1990):

33. PROCUREMENT OF IT RELATED GOODS OR SERVICES

- 33.1. The accounting officer may request the State Information Technology Agency (SITA) to assist with the acquisition of IT related goods or services through a competitive bidding process.
- 33.2. Both parties must enter into a written agreement to regulate the services rendered by, and the payments to be made to, SITA.

- 33.3. The accounting officer must notify SITA together with a motivation of the IT needs if
- a) the transaction value of IT related goods or services required in any financial year will exceed R50 million (VAT included); or
 - b) the transaction value of a contract to be procured whether for one or more years exceeds R50 million (VAT included).
- 33.4. If SITA comments on the submission and the municipality disagrees with such comments, the comments and the reasons for rejecting or not following such comments must be submitted to the council, the National Treasury, the relevant provincial treasury and the Auditor General.

34. PROCUREMENT OF GOODS AND SERVICES UNDER CONTRACTS SECURED BY OTHER ORGANS OF STATE

- 34.1. The accounting officer may procure goods or services under a contract secured by another organ of state, but only if -
- a) the contract has been secured by that other organ of state by means of a competitive bidding process applicable to that organ of state;
 - b) there is no reason to believe that such contract was not validly procured;
 - c) there are demonstrable discounts or benefits to do so; and
 - d) that other organ of state and the provider have consented to such procurement in writing.
- 34.2. Subparagraphs (1)(c) and (d) do not apply if-
- a) a municipal entity procures goods or services through a contract secured by its parent municipality; or
 - b) a municipality procures goods or services through a contract secured by a municipal entity of which it is the parent municipality.
- 34.3. The municipality will implement this procurement method using the guidelines provided in the Instruction Note 25/08/2020 and its implementation guide.

35. PROCUREMENT OF GOODS NECESSITATING SPECIAL SAFETY ARRANGEMENTS

- 35.1. The acquisition and storage of goods in bulk (other than water), which necessitate special safety arrangements, including gasses and fuel, should be avoided where ever possible.

- 35.2. Where the storage of goods in- bulk is justified, such justification must be based on sound reasons, including the total cost of ownership, cost advantages and environmental impact and must be approved by the accounting officer.

36. PROUDLY SA CAMPAIGN

- 36.1. The municipality supports the Proudly SA Campaign to the extent that, all things being equal, preference is given to procuring local goods and services from:
- Firstly - suppliers and businesses within the municipality or district;
 - Secondly - suppliers and businesses within the relevant province;
 - Thirdly - suppliers and businesses within the Republic.

37. APPOINTMENT OF CONSULTANTS

- 37.1. The accounting officer may procure consulting services provided that any Treasury guidelines in respect of consulting services are taken into account when such procurements are made.
- 37.2. Consultancy services must be procured through competitive bids if
- a) the value of the contract exceeds R200 000 (VAT included); or
 - b) the duration period of the contract exceeds one year.
- 37.3. In addition to any requirements prescribed by this policy for competitive bids, bidders must furnish particulars of -
- a) all consultancy services provided to an organ of state in the last five years; and
 - b) any similar consultancy services provided to an organ of state in the last five years.
- 37.4. The accounting officer must ensure that copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised, by a consultant in the course of the consultancy service is vested in the municipality.

38. DEVIATION FROM, AND RATIFICATION OF MINOR BREACHES OF, PROCUREMENT PROCESSES

- 38.1. The accounting officer may -
- a) dispense with the official procurement processes established by this Policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only –
 - (i) in an emergency;
 - (ii) if such goods or services are produced or available from a single provider only;
 - (iii) for the acquisition of special works of art or historical objects where specifications are difficult to compile;
 - (iv) acquisition of animals for zoos and/or nature and game reserves; or

- (v) in any other exceptional case where it is impractical or impossible to follow the official procurement processes; and
 - b) ratify any minor breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely of a technical nature.
- 38.2. The accounting officer must record the reasons for any deviations in terms of subparagraphs (1)(a) and (b) of this policy and report them to the next meeting of the council and include as a note to the annual financial statements.
- 38.3. Subparagraph (2) does not apply to the procurement of goods and services contemplated in paragraph 12 (2) of this policy.
- 38.4. Management of expansion or variation of orders against the original contract
 - (i) Contracts may be expanded or varied by not more than 20% for construction related goods, services and /or infrastructure projects and 15% for all other goods and/or services of the original value of the contract. Furthermore, anything beyond the above-mentioned thresholds must be reported to council. Any expansion or variation in excess of these thresholds must be dealt with in terms of the provisions of Section 116 (3) of the MFMA which will be regarded as an amendment of the contract.
 - (ii) The contents of this paragraph are not applicable to transversal contracts, facilitated by the relevant treasuries on behalf of municipalities and specific term contracts. The latter refers to orders placed as and when commodities are required and at the time of awarding contracts, the required quantities were unknown.

39. UNSOLICITED BIDS

- 39.1. In accordance with section 113 of the Act there is no obligation to consider unsolicited bids received outside a normal bidding process.
- 39.2. The accounting officer may decide in terms of section 113(2) of the Act to consider an unsolicited bid, only if-
 - a) the product or service offered in terms of the bid is a demonstrably or proven unique innovative concept;
 - b) the product or service will be exceptionally beneficial to, or have exceptional cost advantages;
 - c) the person who made the bid is the sole provider of the product or service; and
 - d) the reasons for not going through the normal bidding processes are found to be sound by the accounting officer.
- 39.3. If the accounting officer decides to consider an unsolicited bid that complies with subparagraph (2) of this policy, the decision must be made public in accordance with section 21A of the Municipal Systems Act, together with -

- a) its reasons as to why the bid should not be open to other competitors;
 - b) an explanation of the potential benefits if the unsolicited bid were accepted; and
 - c) an invitation to the public or other potential suppliers to submit their comments within 30 days of the notice.
- 39.4. The accounting officer must submit all written comments received pursuant to subparagraph (3), including any responses from the unsolicited bidder to the National Treasury and the relevant provincial treasury for comment.
- 39.5. The adjudication committee must consider the unsolicited bid and may award the bid or make a recommendation to the accounting officer, depending on its delegations.
- 39.6. A meeting of the adjudication committee to consider an unsolicited bid must be open to the public.
- 39.7. When considering the matter, the adjudication committee must take into account -
- a) any comments submitted by the public; and
 - b) any written comments and recommendations of the National Treasury or the relevant provincial treasury.
- 39.8. If any recommendations of the National Treasury or Provincial Treasury are rejected or not followed, the accounting officer must submit to the Auditor General, the relevant provincial treasury and the National Treasury the reasons for rejecting or not following those recommendations.
- 39.9. Such submission must be made within seven days after the decision on the award of the unsolicited bid is taken, but no contract committing the municipality to the bid may be entered into or signed within 30 days of the submission.

40. COMBATING OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM

40.1. The accounting officer must-

- a) take all reasonable steps to prevent abuse of the supply chain management system;
- b) investigate any allegations against an official or other role player of fraud, corruption, favouritism, unfair or irregular practices or failure to comply with this Policy, and when justified -
 - (i) take appropriate steps against such official or other role player; or
 - (ii) report any alleged criminal conduct to the South African Police Service;
- c) check the National Treasury's database prior to awarding any contract to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with the public sector;
- d) reject any bid from a bidder -
 - (i) if any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the municipality or to any other municipality, are in arrears for more than three months; or
 - (ii) who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that bidder that performance was unsatisfactory;
- e) reject a recommendation for the award of a contract if the recommended bidder, or any of its directors, has committed a corrupt or fraudulent act in competing for the particular contract;
- f) cancel a contract awarded to a person if -
 - (i) the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract; or
 - (ii) an official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of the contract that benefited that person; and
- g) reject the bid of any bidder if that bidder or any of its directors -
 - (i) has abused the supply chain management system of the municipality or has committed any improper conduct in relation to such system;
 - (ii) has been convicted for fraud or corruption during the past five years;
 - (iii) has wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - (iv) has been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

40.2. The accounting officer must inform the National Treasury and relevant provincial treasury in writing of any actions taken in terms of subparagraphs (1)(b)(ii), (e) or (f) of this policy.

40.3. The accounting officer [who may delegate the task to the CFO] must, as part of complying with section

62[1][d] of the MFMA set up and maintain a register of Unauthorised, Irregular, Fruitless and Wasteful Expenditures. The aim with the register is also to serve as a tool for recording all unauthorised, irregular, fruitless and wasteful expenditures and for tracking progress in dealing with the consequences flowing from such expenditures until all the issues that gave rise to the expenditures are properly resolved in accordance with the legal framework. Please also consult National Treasury MFMA Circular 68 dated 10 May 2013 in this regard.

40.4. REMEDIES

The regulation has been enhanced to include sub-regulations related to:

- (i) Giving tenderer an opportunity to make a submission;
- (ii) Informing the relevant treasury in writing of any actions taken against the tenderer;
- (iii) The responsibilities of the treasury after receiving documents from the organ of state concerned.

PART 3: LOGISTICS, DISPOSAL, RISK AND PERFORMANCE MANAGEMENT

41. LOGISTICS MANAGEMENT

41.1. The accounting officer must establish and implement an effective system of logistics management, which must include -

- a) the monitoring of spending patterns on types or classes of goods and services incorporating, where practical, the coding of items to ensure that each item has a unique number;
- b) the setting of inventory levels that includes minimum and maximum levels and lead times wherever goods are placed in stock;

- c) the placing of manual or electronic orders for all acquisitions other than those from petty cash;
- d) before payment is approved, certification by the responsible officer that the goods and services are received or rendered on time and is in accordance with the order, the general conditions of contract and specifications where applicable and that the price charged is as quoted in terms of a contract; .
- e) appropriate standards of internal control and warehouse management to ensure that goods placed in stores are secure and only used for the purpose for which they were purchased;
- f) regular checking to ensure that all assets including official vehicles are properly managed, appropriately maintained and only used for official purposes; and
- g) monitoring and review of the supply vendor performance to ensure compliance with specifications and contract conditions for particular goods or services.
- h) the maintenance and administration of term contracts is co-managed with acquisition management for general goods / services.

42. DISPOSAL MANAGEMENT

- 42.1. The criteria for the disposal or letting of assets, including unserviceable, redundant or obsolete assets, subject to sections 14 and 90 of the Act, are to be determined by council.
- 42.2. Assets may be disposed of by –
 - (i) transferring the asset to another organ of state in terms of a provision of the Act enabling the transfer of assets;
 - (ii) transferring the asset to another organ of state at market related value or, when appropriate, free of charge;
 - (iii) selling the asset; or
- 42.3. The accounting officer must stipulate that -
 - (i) immovable property is sold only at market related prices except when the public interest or the plight of the poor demands otherwise;
 - (ii) movable assets are sold either by way of written price quotations, a competitive bidding process, auction or at market related prices, whichever is the most advantageous;
 - (iii) in the case of free disposal of computer equipment, the provincial department of education must first be approached to indicate within 30 days whether any of the local schools are interested in the equipment; and
 - (iv) in the case of disposal of firearms, the National Conventional Arms Control Committee has approved any sale or donation of firearms to any person or institution

within or outside the Republic;

provide that -

- a). immovable property is let at market related rates except when the public interest or the plight of the poor demands otherwise;
- b). all fees, charges, rates, tariffs, scales of fees or other charges relating to the letting of immovable property are annually reviewed;
- (v). where assets are traded in for other assets, the highest possible trade- in price is negotiated.

43. RISK MANAGEMENT

43.1. The criteria for the identification, consideration and avoidance of potential risks in the supply chain management system, are to be determined by council

43.2. Risk management must include -

- a) the identification of risks on a case-by-case basis;
- b) the allocation of risks to the party best suited to manage such risks;
- c) acceptance of the cost of the risk where the cost of transferring the risk is greater than that of retaining it;
- d) the management of risks in a pro-active manner and the provision of adequate cover for residual risks; and
- e) the assignment of relative risks to the contracting parties through clear and unambiguous contract documentation.

44. PERFORMANCE MANAGEMENT

44.1. The accounting officer must establish and implement an internal monitoring system in order to determine, on the basis of a retrospective analysis, whether the authorised supply chain management processes were followed and whether the objectives of this Policy were achieved.

PART 4: OTHER MATTERS

45. PROHIBITION ON AWARDS TO PERSONS WHOSE TAX MATTERS ARE NOT IN ORDER

- 45.1. No award above R 15 000 [all taxes included], may be made in terms of this Policy to a person whose tax matters have not been declared by the South African Revenue Service to be in order.
- 45.2. Before making an award to a person the accounting officer must first check with SARS whether that person's tax matters are in order.
- 45.3. If SARS does not respond within 7 days such person's tax matters may for purposes of subparagraph (1) be presumed to be in order.

46. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE

- 46.1. Irrespective of the procurement process followed, no award may be made to a person in terms of this Policy -
 - a) who is in the service of the state;
 - b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
 - c) a person who is an advisor or consultant contracted with the municipality.

47. AWARDS TO CLOSE FAMILY MEMBERS OF PERSONS IN THE SERVICE OF THE STATE

- 47.1. The accounting officer must ensure that the notes to the annual financial statements disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state, or has been in the service of the state in the previous twelve months, including -
 - a) the name of that person;
 - b) the capacity in which that person is in the service of the state; and
 - c) the amount of the award.

48. ETHICAL STANDARDS

- 48.1. A code of ethical standards as set out in subparagraph (2) is hereby established for officials and other role players in the supply chain management system of the municipality in order to promote -
 - a) mutual trust and respect; and
 - b) an environment where business can be conducted with integrity and in a fair and reasonable manner.

Note:

It is recommended that the municipality or municipal entity adopt the 'National Treasury's code of conduct for supply chain management practitioners and other role players involved in supply chain management'. When adopted, such code of conduct becomes binding on all officials and other role players involved in the implementation of the supply chain management policy of the municipality or municipal entity. A copy of the National Treasury code of conduct is available on the website www.treasury.gov.za/mfma located under "legislation". This code of conduct must be adopted by council or board of directors to become binding.

- 48.2. An official or other role player involved in the implementation of this Policy -
- a) must treat all providers and potential providers equitably;
 - b) may not use his or her position for private gain or to improperly benefit another person;
 - c) may not accept any reward, gift, favour, hospitality or other benefit directly" or indirectly, including to any close family member, partner or associate of that person, of a value more than R350;
 - d) notwithstanding subparagraph (2) (c), must declare to the accounting officer details of any reward, gift, favour, hospitality or other benefit promised, offered or granted to that person or to any close family member, partner or associate of that person;
 - e) must declare to the accounting officer details of any private or business interest which that person, or any close family member, partner or associate, may have in any proposed procurement or disposal process of, or in any award of a contract by, the municipality;
 - f) must immediately withdraw from participating in any manner whatsoever in a procurement or disposal process or in the award of a contract in which that person, or any close family member, partner or associate, has any private or business interest;
 - g) must be scrupulous in his or her use of property belonging to municipality;
 - h) must assist the accounting officer in combating fraud, corruption, favouritism and unfair and irregular practices in the supply chain management system; and
 - i) must report to the accounting officer any alleged irregular conduct in the supply chain management system which that person may become aware of, including
 -
 - (i) any alleged fraud, corruption, favouritism or unfair conduct;
 - (ii) any alleged contravention of paragraph 49(1) of this Policy; or

(iii) any alleged breach of this code of ethical standards.

- 48.3. Declarations in terms of subparagraphs (2)(d) and (e) -
- a) must be recorded in a register which the accounting officer must keep for this purpose;
 - b) by the accounting officer must be made to the council of the municipality who must ensure that such declarations are recorded in the register.
- 48.4. The National Treasury's code of conduct must also be taken into account by supply chain management practitioners and other role players involved in supply chain management.
- 48.5. A breach of the code of ethics must be dealt with as follows -
- a) in the case of an employee, in terms of the disciplinary procedures of the municipality envisaged in section 67(1)(h) of the Municipal Systems Act;
 - b) in the case a role player who is not an employee, through other appropriate means in recognition of the severity of the breach.
 - c) In all cases, financial misconduct must be dealt with in terms of chapter 15 of the Act.

49. INDUCEMENTS, REWARDS, GIFTS AND FAVOURS TO MUNICIPALITIES, OFFICIALS AND OTHER ROLE PLAYERS

- 49.1. No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of, may either directly or through a representative or intermediary promise, offer or grant-
- a) any inducement or reward to the municipality for or in connection with the award-of a contract;
or
 - b) any reward, gift, favour or hospitality to -
 - (i) any official; or
 - (ii) any other role player involved in the implementation of this Policy.
- 49.2. The accounting officer must promptly report any alleged contravention of subparagraph (1) to the National Treasury for considering whether the offending person, and any representative or intermediary through which such person is alleged to have acted, should be listed in the National Treasury's database of persons prohibited from doing business with the public sector.
- 49.3. Subparagraph (1) does not apply to gifts less than R350 in value.

50. SPONSORSHIPS

- 50.1. The accounting officer must promptly disclose to the National Treasury and the relevant provincial treasury any sponsorship promised, offered or granted, whether directly or through a representative or intermediary, by any person who is -
- a) a provider or prospective provider of goods or services; or
 - b) a recipient or prospective recipient of goods disposed or to be disposed.

51. OBJECTIONS AND COMPLAINTS

- 51.1. Persons aggrieved by decisions or actions taken in the implementation of this supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action.

52. RESOLUTION OF DISPUTES, OBJECTIONS, COMPLAINTS AND QUERIES

- 52.1. The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes -
- a) to assist in the resolution of disputes between the municipality and other persons regarding
 - (i) any decisions or actions taken in the implementation of the supply chain management system; or
 - (ii) any matter arising from a contract awarded in the course of the supply chain management system; or
 - b) to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.
- 52.2. The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.
- 52.3. The person appointed must ~
- a) strive to resolve promptly all disputes, objections, complaints or queries received; and
 - b) submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.
- 52.4. A dispute, objection, complaint or query may be referred to the relevant provincial treasury if -
- a) the dispute, objection, complaint or query is not resolved within 60 days; or
 - b) no response is forthcoming within 60 days.
- 52.5. If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.
- 52.6. This paragraph must not be read as affecting a person's rights to approach a court at any time.

53. CONTRACTS PROVIDING FOR COMPENSATION BASED ON TURNOVER-

- 53.1. If a service provider acts on behalf of municipality to provide any service or act as a collector of fees, service charges or taxes and the compensation payable to the service provider is fixed as an agreed percentage of turnover for the service or the amount collected, the contract between the service provider and the municipality must stipulate -
- a) a cap on the compensation payable to the service provider; and
 - b) that such compensation must be performance based.

54. PROCUREMENT CONTROL MEASURES UNDER COVID

- 54.1. During the national state of disaster accounting officers must consider the impact any supply chain disruptions may have on finance management operations and develop control measures to address such.
- 54.2. When accounting officers consider invoking provisions in contracts related to “force majeure” for suppliers, legal advice must be sought on a case-by-case basis and accounting officers must guard against the risk of possible fruitless and wasteful expenditure due to payments made for services not rendered or goods not supplied.
- 54.3. Internal controls within the supply chain management (SCM) environment must be reviewed in terms of administrative controls and delegations to ensure required authorisations are done by relevant officials.
- 54.4. Internal control measures must be established to consider and approve any COVID- 19 related procurement in the municipality or municipal entity. Prior to generating an order in relation to COVID-19 related procurement, the document must be referred to any other relevant function within the municipality or municipal entity to conduct checks to prevent any possible irregular expenditure.
- 54.5. Emergency requirements may be addressed through the emergency procurement provisions as stipulated in SCM Regulations and MFMA Circulars — Preventing and Combatting Abuse in the SCM System and reiterated further in the National Treasury Circulars.
- 54.6. MFMA Circulars on Preventing and Combating Abuse in the Supply Chain Management System states that accounting officers must only deviate from inviting competitive bids in cases of emergency and sole supplier status. These deviations do not require the approval of the relevant treasuries. It is understood that emergency procurement may occur when there is a serious and unexpected situation that poses an immediate risk to health, life, property or environment which calls on a municipality or municipal entity to action and there is insufficient time to invite competitive bids.
- 54.7. The emergency procurement provisions provide for accounting officers to procure the required goods or services by other means, such as price quotations or negotiations, in terms of SCM Regulations. The reasons must be recorded and approved by the accounting officer or his/her delegate.
- 54.8. Section 114 of the MFMA and council policies require accounting officers to report within 10 working days to the relevant treasury and the Auditor-General all cases where goods and services were procured from bidders other than the one recommended. The report must include the description of the goods or services, the name/s of the supplier/s, the amount/s involved and the reasons for dispensing with the prescribed competitive bidding process.

54.9. The principles of fairness, equity, transparency, competitiveness and cost- effectiveness must be maintained. Emergency procurement must be limited to goods, services and works that addresses the programme of preventing the spread of the COVID-19 virus.

55. CIRCULARS

EFFECTIVE YEAR	DESCRIPTION	CIRCULAR NO
01 July 2021	Local Government Framework for Infrastructure Delivery and Procurement Management	106
18 July 2016	E-Tender Portal	83
November 2016	Cost Containment Measures	82
18 March 2016	Central Supplier Database	81
26 Oct 2015	Model SCM Policy for infrastructure Procurement and Delivery Management	77
13 May 2014	Systems of Delegations	73
22 May 2013	SCM on Local Production and Content	69
10 May 2013	Unauthorised, Irregular, Fruitless and Wasteful Expenditure	68

20 Aug 2012	SCM Enhancing Compliance and Accountability	62
03 Sep 2010	Supply Chain Management – Amended Guidelines on Functionality for Evaluation of Bids	53
30 July 2010	Supply Chain Management – Prohibition of Restrictive Practices	52
17 March 2008	Supply Chain Management – Checking the prohibition status of recommended bidders	46
25 May 2007	Supply Chain Management – Restriction of Suppliers	43
20 Oct 2006	Supply Chain Management Implementation Checklist	40
28 June 2006	Supply Chain Management Issues	34
27 March 2006	Supply Chain Management Issues	33
31 Jan 2006	Supply Chain Management Issues	29
03 Oct 2005	Supply Chain Management Guide and Bid Documents	25
20 April 2005	Supply Chain Management Training	16
25 Aug 2005	Model Policy Supply Chain Management	22

56. GUIDELINES

1.	Supply Chain Management: A Guide for Accounting Officers of Municipalities and Municipal Entities
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57. COMMENCEMENT

57.1. This Policy takes effect on 01 July 2022.



T2.1 List of Returnable Documents

The tenderer must complete the following returnable schedules:

Notes to tenderer:

1. Returnable schedules have been separated into the following categories:
 - Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender (Forms A-F)
 - A list of other returnable documents for completion by the tenderer and which will subsequently be incorporated into the contract (Section C1: Agreement and Contract data)
2. Failure to fully complete all the relevant returnable documents may render such a tender offer unresponsive.
3. Tenderers shall note that their signature appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.
4. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right under sub-clause 9.2 of the general conditions of to terminate the contract.
5. Should a tenderer wish to offer a different period of completion than that required by the Employer, it shall be submitted as an alternative tender.
6. If more than one alternative tender is submitted, each one shall be numbered and submitted on a separate copy of form C1.1 Form of Offer, completed and signed, and accompanied by the prescribed priced Pricing Schedule and supporting documents.
7. A retention money guarantee will be considered for acceptance in lieu of cash deductions provided that the tenderer submits his proposal as an alternative tender indicating the discount he proposes to give.
8. These forms must be completed in black ink and any alterations made prior to tender closure countersigned by an authorised signatory.

TENDERERS ARE INSTRUCTED TO COMPLETE ALL THE SCHEDULES ATTACHED HEREIN. FAILURE TO COMPLETE ANY OF THE SCHEDULES MAY RESULT IN AUTOMATIC DISQUALIFICATION OF THE TENDER AS THE TENDER WILL BE CONSIDERED NOT RESPONSIVE. IF THE SCHEDULE IS NOT APPLICABLE TENDERERS ARE INSTRUCTED TO INDICATE NOT APPLICABLE AND SIGN THE SCHEDULE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2 Returnable Schedules

FORM A1:	CERTIFICATE OF ATTENDANCE AT SITE VISIT AND CLARIFICATION MEETING.....	2
FORM A2:	CERTIFICATE OF AUTHORITY FOR SIGNATORY.....	4
FORM A3:	COMPULSORY DECLARATION.....	5
FORM A4:	SCHEDULE OF VARIATIONS OR DEVIATIONS BY TENDERER.....	9
FORM A5:	SCHEDULE/RECORD OF ADDENDA TO TENDER DOCUMENTS.....	10
FORM A7:	DETAILS OF INSURANCE COVER.....	11
FORM A8:	TENDERER'S BANK DETAILS AND CREDIT RATING FROM BANK.....	12
FORM A9:	CERTIFICATE OF TENDERER'S LITIGATION HISTORY.....	13
FORM A10:	SCHEDULE OF CURRENT COMMITMENTS.....	14
FORM A11:	CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014.....	16
FORM A12:	CERTIFICATE OF REGISTRATION WITH CIDB.....	17
FORM A13:	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIERS DATABASE.....	18
FORM A14:	ORIGINAL CERTIFIED COPIES OF DIRECTORS / MEMBERS / TRUSTEE IDENTIFICATION DOCUMENTS.....	18
FORM A15:	COPIES OF COMPANY REGISTRATION DOCUMENTS.....	20
FORM B1:	CONTRACTOR'S ESTABLISHMENT ON SITE.....	21
FORM C1:	PREFERENCING SCHEDULE: BROAD-BASED BLACK ECONOMIC EMPOWERMENT STATUS	22
FORM C2:	TENDERER'S DIRECT PARTICIPATION OF TARGETED LABOUR JOB CREATION.....	25
FORM C3:	PREFERENTIAL PROCUREMENT: SUBCONTRACTING	27
FORM C4:	JOINT VENTURE COMMITMENT.....	30
FORM A1:	CERTIFICATE OF ATTENDANCE AT SITE VISIT AND CLARIFICATION MEETING	

Notes to Tenderer:

1. Tenderers must attend the clarification meeting. And they must ensure that suitably qualified or experienced personnel attend the meeting.
2. Tenderers must ensure that those who attend the meeting on their behalf complete the official attendance register. Attendees must fill in the tenderers' names and contact details and they must sign the register. If they do not, the offers of the tenderers they represent at the meeting will be considered non-responsive.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ANNEXURE D
FORM A3: COMPULSORY DECLARATION

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

Section 1: Enterprise details

Name of enterprise	
Contact person	
Email	
Telephone	
Cell	
Fax	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company/Close Corporation registration number	
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Section 3: SARS information

Tax reference number	
VAT registration number	(state <i>Not Registered</i> if not registered for VAT)

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
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Section 5: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporations Act, 1984, (Act No. 69 of 1984).

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary.

Section 6: Record in the service of the state

Indicate, by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|--|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Provinces | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Insert separate page if necessary.

Section 7: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate, by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Provinces
- a member of the board of directors of any municipal entity
- a member of an accounting authority of any national or provincial public entity an employee of Parliament or a provincial legislature
- an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
- an official of any municipality or municipal entity

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service <i>(tick appropriate column)</i>	
		Current	Within last 12 months

Insert separate page if necessary.

Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity, including any of its joint venture partners, terminated during the past five years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract?

- Yes
- No

If yes, provide particulars.

(insert separate page if necessary).

Section 9: Declaration

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tendering entity, confirms that the contents of this Declaration are within my personal knowledge, save where stated otherwise in an attachment hereto, and to the best of my belief is both true and correct, and that:

- i) neither the name of the tendering entity, nor any of its principals, appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Activities Act of 2004 (Act No. 12 of 2004); or

b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za);

ii) the tendering entity or any of its principals has not been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa) within the last five years;

iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);

iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers;

v) the tendering entity has not engaged in any prohibited restrictive horizontal practices, including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract, etc.) or intention to not win a tender;

vi) the tendering entity has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

vii) neither the tenderer nor any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity, and are not in arrears for more than three months;

viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and, when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by National Treasury, for SARS to do likewise.

Signed: _____

Date: _____

Name: _____

Position: _____

Enterprise name: _____

NOTE 1: The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with the Employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM A4: SCHEDULE OF VARIATIONS OR DEVIATIONS BY TENDERER

Notes to tenderer:

1. The postulated tender MUST be priced.
2. When submitting an alternative tender (including an alternative contract period), the contents of notes 5 and 6 under "Notes to tenderer" under Part T2: Returnable Schedules, shall be followed.
3. In addition, condition 4.12 of part T1.2: Tender Data, shall be followed when submitting an alternative/qualifying tender.

Page	Description

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM A5: SCHEDULE/RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM A7: DETAILS OF INSURANCE COVER

Note to tenderer:

In the event of the tenderer being a joint venture/consortium the details of the individual members must also be provided.

The tenderer shall provide the following details of this insurance cover:

- i) Name of Tenderer:
- ii) Period of Validity:
- iii) Value of Insurance:
 - Insurance for Works and Construction Equipment
 Company:
 - Value:
 - Insurance for Contractor's Personnel
 Company:
 - Value:
 - General public liability
 Company:
 - Value:
 - SASRIA
 Company:
 - Value:

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM A8: TENDERER'S BANK DETAILS AND CREDIT RATING FROM BANK

Notes to tenderer:

1. The tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of tender condition 5.8.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.
4. The information as supplied will be used to calculate the tenderer's functionality score as per clause 5.11.9 of the tender data.

The tenderer shall provide the following:

- i) Name of Account Holder:.....
 - ii) Account Number:
 - iii) Bank name:.....
 - iv) Branch Number:
 - v) Bank and branch contact details
-

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM A9: CERTIFICATE OF TENDERER'S LITIGATION HISTORY

Note to tenderer:

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Failure to provide or disclose the following information will render the tenderer's offer non-responsive in terms of tender condition 5.8. Please visit www.saflii.org.za to evaluate your status.

Client	Other litigating party	Dispute	Award value	Date resolved

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM A11: CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT,
1993 AND CONSTRUCTION REGULATIONS, 2014

Note to tenderer:

Discovery that the tenderer has failed to make proper disclosure may result in the Employer terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.

The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COIDA / COID Act (Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM A12: CERTIFICATE OF REGISTRATION WITH CIDB

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Contractor Grading Designation:.....

CIDB Contractor Registration Number:

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM A13: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIERS DATABASE.

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za). In the case of a joint venture (JV), the tenderer shall provide printed copies of the Active Supplier Listing on the National Treasury Central Supplier Database for each member of the JV. In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Central Supplier Database Supplier Number:

Supplier Commodity:

Delivery Location:

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM A14: ORIGINAL CERTIFIED COPIES OF DIRECTORS / MEMBERS / TRUSTEES IDENTITY DOCUMENTS

The tenderer shall attach to this page original certified copies of the directors / members trustee's identity documents of the tendering entity.

In the case of joint ventures, the required documents shall be submitted for each member of the joint venture.

Failure to submit the required documentation in the prescribed format will render the tenderer's offer non-responsive in terms of tender condition 5.8.

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM A15: COPIES OF COMPANY REGISTRATION DOCUMENTS

The tenderer shall attach to this page copies of the registration documents of the tendering entity. Any of the following documents for the tendering entity is sufficient:

- CK1: Founding Statement for a Close Corporation.
- CK2: Amended founding statement for a Close Corporation. CM1: Certificate of Incorporation for a company.
- CM2: Memorandum of Association for a company. CM9: Certificate of Change of name for a company.

Trust Deed and Letter of Authority to Act as Trustees certified by the High Court.

In the case of joint ventures, the required documents shall be submitted for each member of the joint venture. Note:

The tenderer is to ensure that the documentation submitted meets the following criteria:

- The name of the active directors/members appears on the documents.
- The ID documents correspond with the names of active directors/members.

If the above criteria are not met the tenderers offer will be rendered non-responsive in terms of tender condition 5.8.

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM B1: CONTRACTOR'S ESTABLISHMENT ON SITE

The combined, extended total tendered for Item B13.01 (The Contractor's general obligations):

- a) Fixed obligations
- b) Value-related obligations
- c) Time-related obligations

shall not exceed a maximum of 10% of the tender sum (Excluding Contingencies, Escalation and VAT).

If the 10% maximum allowance are exceeded the tenderer's offer will be rendered non-responsive in terms of tender condition 5.8.

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM C1: PREFERENCING SCHEDULE: BROAD-BASED BLACK ECONOMIC EMPOWERMENT STATUS

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that “Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any relevant code of good practice issued in terms of this Act in developing and implementing a preferential procurement policy.”

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003, including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B- BBEE status needs to be assessed in accordance with the applicable code.

1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

2 Sufficient evidence of qualification

2.1 Exempted micro-enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is:

- (a) a registered auditor’s certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporations Act of 1984 in respect of the entity’s last financial year, or a 12-month period which overlaps with its current financial year; or
- (b) a certificate issued by a verification agency and which is valid as at the closing date for submissions.

2.2 Enterprises other than micro-exempted enterprises

Sufficient evidence of B-BBEE status is an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) and which is valid as at the closing date for submissions.

3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status determined in accordance with the preferencing schedule for Broad-Based Black Economic Empowerment	% Maximum points for preference
Form not completed or no-complaint contributor	0

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



B-BBEE status determined in accordance with the preferencing schedule for Broad-Based Black Economic Empowerment	% Maximum points for preference
Level 8 contributor	10
Level 7 contributor	20
Level 6 contributor	30
Level 5 contributor	40
Level 4 contributor	50
Level 3 contributor	80
Level 2 contributor	90
Level 1 contributor	100

4 Declaration

The tenderer declares that:

- (a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- (b) the tendering entity has been measured in terms of the following code (tick applicable box):
 - Generic code of good practice
 - Other – specify

- (c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tenderer, confirms that he/she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature:.....

Name:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Duly authorised to sign on behalf of:

Telephone:

Fax: Date:

Name of witness: Signature of witness:

Note:

- (1) Failure to complete the declaration will lead to the rejection of a claim for a preference.
- (2) Supporting documentation of the above-mentioned claim for a preference must be submitted with the tender submission to be eligible for a preference.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM C2: TENDERER'S DIRECT PARTICIPATION OF TARGETED LABOUR JOB
CREATION

The Tenderer shall complete the table below reflecting the anticipated local labour force to be employed on this contract, including such local labour employed by subcontractors.

I/We hereby tender to participate in job creation through the employment of local labour by creating the following number of jobs using unskilled or semi-skilled labourers, recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), including for a minimum allocation of 43% Women, 55% Youth and 2% Disabled:

A penalty shall be applied to any shortfall in the local labour content achieved, as set out in the Requirements of the Expanded Public Works Programme (EPWP) of the project specifications. The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled), only to shortfalls in the total local labour content achieved.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, confirms that he/she understands the conditions for such participation and confirms that the tender satisfies the conditions for participation in job creation through the employment of local labour.

Name:

Duly authorized to sign on behalf of:

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Proof of citizenship or work visa may be audited during the contract period.

The creation of one job shall mean the temporary employment, for any period of time, of one such unskilled or semi- skilled labourer from the local community.

The Tenderer shall note the requirements for Job Creation Reporting for EPWP as set out in the Requirements of the Expanded Public Works Programme (EPWP) of the project specifications.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The number of jobs to be created using such local labour is inclusive of the local labour employed to execute various portions of the Works by both the main Contractor and any subcontractors, including the small development subcontractors.

The number of jobs to be created using such local labour shall include for a minimum percentage allocation to the following individual targeted groups:

- 43% Women;
- 55% Youth; and
- 2% Disabled.

The minimum required content of such local labour for this project shall be calculated as follows: Minimum required

content of such local labour (%)

$$= \frac{(100 \times \text{amount spent on wages for such local labour (excluding VAT)})}{\text{total value of the project (excluding VAT)}}$$

The minimum required content of such local labour for this project shall be 2,5 FTE.

(Compiler to insert the target minimum percentage based on detailed calculations of the local labour component anticipated for each scheduled pay item, including the pay items contributing to the provisional sum associated with the construction Works carried out by Targeted Enterprise subcontractors appointed).

For purposes of completing the table on the next page containing the Tenderer's declaration with respect to participation in job creation using local labour, the total value of the project shall be the amount of the Tender Offer.

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM C3: PREFERENTIAL PROCUREMENT: SUBCONTRACTING

1. "The regulation states that if feasible to contract above R30 million, an organ of state must apply subcontracting to advance designated groups".
2. Definitions
 - 2.1. "EME" means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act. An EME is an enterprise including a sole propriety with an annual total revenue of R10 million or less.
 - 2.2. "QSE" means qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act. A QSE is an enterprise with an annual total revenue of between R10 million and R50 million.
3. Tenders must be advertised with a condition that tenderers who fail to comply with this requirement would be disqualified. Sub-contracting conditions:
 - i. In the case of construction and built environment sectors, nothing prevents bidders/contractors/suppliers to select sub-contractors from CIDB database who are registered on the CSD for the purposes of compliance with minimum 30% compulsory sub-contracting provisions.
 - ii. Tenderers of contractors must submit proof of subcontracting arrangement between main tenderer and the sub-contractor. Proof of sub-contracting arrangement may include a sub-contracting agreement between the main tenderer and the sub-contractor.
 - iii. The responsibility for inclusion of compulsory sub-contracting clause in the tender rests with the institution.
 - iv. The responsibility to sub-contract competent and capable sub-contractors rest with the main contractor/supplier.
 - v. The contract will be concluded between the main contractor and the institution, therefore the main contractor and not the sub-contractor would be held liable for performance in terms of its contractual obligations.
 - vi. Main contractors/suppliers are discouraged from sub-contracting with their subsidiary companies as this may be interpreted as sub-contracting with themselves and/or using their subsidiaries for fronting. Where primary contractor sun-contracts with a subsidiary, this must be declared in tender documents.
 - vii. Tenders that do not meet sub-contracting requirements, are considered as being not acceptable tenders and must be disqualified and may not be considered for further evaluation or award.
 - viii. The report containing the list of potential sub-contractors may be drawn by accessing the following link: www.csd.gov.za
 - ix. Where no tenderer meets the sub-contracting criteria, institutions must cancel the tender and investigate reasons for the tenderers failing to meet compulsory sub-contracting requirements.
 - x. The tenderer must indicate in the table below the EME/QSE sub-contractors he proposes to use in order to obtain the minimum specified subcontracting percentage of 30%.

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



4. The contractor upon award will submit to the employer's agent, sub-contracting strategy demonstrating how he intends attaining the 30% as prescribed

SCHEDULE ITEM NO	NAME OF EME/QSE	ITEM DESCRIPTION AS PER BOQ	VALUE (RANDS)
Total			
Tender Sum			
% of Tender Sum			

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM C4: JOINT VENTURE COMMITMENT

Tenderers who are Joint Ventures shall complete this form.

The commitment and type of work to be performed by the joint venture partner(s) shall be entered into the chart below:

JOINT VENTURE COMPANY NAME(S)	VALUE OF WORK TO BE ASSIGNED (R VALUE)	NATURE OF WORK TO BE ASSIGNED	PROPORTION HOLDING IN JV AGREEMENT (%)

JOINT VENTURES SHALL ATTACH THEIR JOINT VENTURE AGREEMENT AND COMBINED BBB-EE CERTIFICATE TO THIS PAGE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM D1: SCHEDULE OF WORK EXPERIENCE

Note to tenderer:

The tenderer shall enter in the spaces provided below a complete list of the last five building construction contracts awarded to him. The tenderer shall attach to this form completion certificates OR practical completion certificates for those projects that have reached practical completion within 6 months prior to the advertisement of this tender. This information is deemed to be material to the award of the contract.

EMPLOYER (NAME, TEL NO & FAX NO)	PRINCIPAL AGENT (NAME, TEL NO & FAX NO)	NATURE OF WORK	VALUE OF WORK	YEAR COMPLETED

SIGNED ON BEHALF OF THE TENDERER:.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM D2: SCHEDULE OF CONSTRUCTION EQUIPMENT

Note to tenderer: State with relevant symbol in the availability column.

The tenderer shall state below what construction equipment will be immediately available for this contract, what construction equipment will become available by virtue of outstanding orders, and what further construction equipment will be acquired or hired for the work should he be awarded the contract.

- a) CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE (I)
- b) CONSTRUCTION EQUIPMENT ON ORDER (O)
 (State details of arrangements made, with delivery dates)
- c) CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED (H)
 (State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	NUMBER	AVAILABILITY

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM D3: SCHEDULE OF CONTRACTOR'S KEY PROJECT PERSONNEL

The tenderer shall state below what project personnel will be available for this contract and what additional personnel will be employed for the work should he be awarded the contract.

More than a single individual maybe proposed for a position, based on the size of the project and the required personnel.

No one person may play a role in more than one position in the contract.

Any additional supporting documentation to substantiate the proposed personnel should be attached to this page.

REFER TO SECTION 5.11.9 (PRE-QUALIFICATION CRITERIA) OF THE TENDER DATA FOR THE MINIMUM REQUIRED CONTRACTOR'S PERSONNEL

POSITION	NAME	QUALIFICATIONS (State the Institution, Qualification Obtained and Year Obtained)	NO. YEARS OF RELEVANT EXPERIENCE (Indicate the number of years of road building experience and key expertise)
CONTRACT MANAGER			
SITE AGENT			
GENERAL FOREMAN			
SAFETY OFFICER			
OTHER (Specify)			
OTHER (Specify)			
OTHER (Specify)			
OTHER (Specify)			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Please note that the personnel required on this tender shall remain valid for the duration of the project. Approval from the municipality should be sourced for any change in personnel with similar or higher requirements. The require should be as stipulated on quality criteria, clause 5.11.9 of tender date.

Contractors shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of **Appendix G** of the "Guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme (EPWP) Third Edition 2015":

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM D4: SCHEDULE OF SPECIALIST SUBCONTRACTORS

Note to tenderer:

1. The tenderer shall list below the specialist items of work on this contract. Alternatives may be mentioned.
2. The tenderer shall state whether he intends to carry out any specialised work himself.

Acceptance of this tender shall not be construed as approval of all or any of the listed specialist subcontractors. Should any or all of the specialist subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Employer's Agent.

SPECIALISED ITEM	NAME OF SPECIALIST SUBCONTRACTOR

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM D5: INDICATIVE CONSTRUCTION PROGRAMME

Note to tenderer:

If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall be attached to the Pricing Schedule for the alternative proposal.

The tenderer shall attach a preliminary programme, reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this contract. The programme shall be in accordance with the information provided in form D2: Schedule of construction equipment, form D6: Schedule of estimated monthly expenditure, and with all other aspects of the tender.

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM D6: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

Note to tenderer:

If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall be attached to the Pricing Schedule for the alternative proposal.

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the tables below.

MONTH	VALUE	MONTH	VALUE
1	R.....	TOTAL b/f	R.....
2	R.....	11	R.....
3	R.....	12	R.....
4	R.....	13	R.....
5	R.....	14	R.....
6	R.....	15	R.....
7	R.....	16	R.....
8	R.....	17	R.....
9	R.....	18	R.....
10	R.....	19(FINAL, stipulate as per your contract duration)*	R.....
TOTAL c/f	R.....		
		TOTAL: R	

* Final payment at end of Defects Liability Period is for balance of retention and any other payments due.

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM D7: SWORN AFFIDAVIT

The tenderer shall attach to this Form a sworn affidavit by the Commissioner of Oath in which he declares that the information provided in Forms D1, D2 and D3 is true.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM E1: QUALITY ASSURANCE

The tenderer shall attach to this Form sufficient details from his Quality Assurance Plan to indicate the processes and policies to be adopted to ensure that the required specifications of the works are achieved during construction.

The Quality Assurance Plan to be submitted to the Employer's Agent after award shall include that of any subcontractors (if applicable).

The minimum details to be given with this tender shall include (where applicable):

1. TESTING (WHICH TESTS, POINT/S OF TESTING, FREQUENCY)
2. MANUFACTURE, TRANSPORT, CONSTRUCTION
3. PERSONNEL EMPLOYED ON ALL ACTIVITIES AND QUALITY CONTROL
4. ANY OTHER MATTERS WHICH RELATE TO THE QUALITY ASSURANCE PLAN WHICH THE TENDERER CONSIDERS MAY BE OF ASSISTANCE IN TENDER ADJUDICATION

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM F1: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
4.1.1	If so, furnish particulars		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
4.2.1	If so, furnish particulars:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

Signature

Date

Position.....

Name of Bidder.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM F2: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid.

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description) in

response to the invitation for the bid made by:

Ga-Segonyana Local Municipality

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read, and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation.
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices.
 - (b) geographical area where product or service will be rendered (market allocation).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



-
- (c) methods, factors or formulas used to calculate prices.
 - (d) the intention or decision to submit or not to submit, a bid.
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of Bidder

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM F3: CERTIFICATE OF TENDER COMPLIANCE

Note to tenderer: This form has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules and subsequent placement in the correct envelope.

FORM NO	FORM DESCRIPTION	TICK IF COMPLETED
A1	CERTIFICATE OF ATTENDANCE AT SITE VISIT AND CLARIFICATION MEETING	
A2	CERTIFICATE OF AUTHORITY FOR SIGNATORY	
A3	COMPULSORY DECLARATION	
A4	SCHEDULE OF VARIATIONS OR DEVIATIONS BY TENDERER	
A5	SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	
A6	TAX COMPLIANCE	
A7	CERTIFICATE OF INSURANCE COVER	
A8	TENDERER'S BANK DETAILS	
A9	CERTIFICATE OF TENDER'S LITIGATION HISTORY	
A10	SCHEDULE OF CURRENT COMMITMENTS	
A11	CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014	
A12	CERTIFICATE OF REGISTRATION WITH CIDB	
A13	ORIGINAL CERTIFIED COPIES OF DIRECTORS / MEMBERS / TRUSTEES IDENTITY DOCUMENTS	
A14	COPIES OF COMPANY REGISTRATION DOCUMENTS	
B1	CONTRACTORS ESTABLISHMENT ON SITE	
B2	SCHEDULE OF SPECIAL MATERIALS	
C1	PREFERENCING SCHEDULE: BROAD-BASED BLACK ECONOMIC EMPOWERMENT STATUS	
C2	TENDERER'S DIRECT PARTICIPATION OF TARGETED LABOUR JOB CREATION	
C3	PREFERENTIAL PROCUREMENT: SUBCONTRACTING	
C4	JOINT VENTURE COMMITMENT	
C5	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	
D1	SCHEDULE OF WORK EXPERIENCE	
D2	SCHEDULE OF CONSTRUCTION EQUIPMENT	
D3	SCHEDULE OF CONTRACTORS KEY PROJECT PERSONNEL	
D4	SCHEDULE OF SPECIALIST SUBCONTRACTORS	
D5	INDICATIVE CONSTRUCTION PROGRAMME	
D6	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	
D7	SWORN AFFIDAVIT	
D8	INDICATIVE CONSTRUCTION PROGRAMME	
D9	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	
E1	QUALITY ASSURANCE	
F1	SBD 8 DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
F2	SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION	
F3	TENDER COMPLIANCE	

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



GA-SEGONYANA MUNICIPALITY
DECLARATION OF INTEREST

SBD 4

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? YES / NO

3.8.1 If yes, furnish particulars.....

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces.

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

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

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

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1. If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



PORTION 1: CONTRACT

Part C1

AGREEMENTS AND CONTRACT DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Tender No: 21/2024-25 Project Name: Construction of the Kuruman Taxi and Bus Rank

AGREEMENTS AND CONTRACT DATA

INDEX

Section	Description	Page No.
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PART C.1.2	Contract Data	C1.2-1

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PORTION 1: CONTRACT

Part C1 AGREEMENTS AND CONTRACT DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Tender No: 21/2024-25 Project Name: Construction of the Kuruman Taxi and Bus Rank

AGREEMENTS AND CONTRACT DATA

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END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C1 : AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

Contract No: 21/2024-25 for the CONSTRUCTION OF THE KURUMAN TAXI AND BUS RANK

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

The offered total of the prices inclusive of Value Added Tax is:

R _____ (in words) _____

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Signature (of person authorized to sign the tender): _____

Name (of signatory in capitals): _____

Capacity (of signatory): _____

Name of Tenderer (organisation): _____

Address: _____

Telephone Number: _____

Fax Number: _____

Witness:

Signature: _____

Name (in capitals): _____

Date: _____

[Failure of a Tenderer to sign this form will invalidate the tender]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



B. ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract as set out in the General and Special Conditions of Contract and identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

Part C1 Agreement, and Contract Data, (which include this Agreement)

Part C2 Pricing Data, including the Bill of Quantities

Part C3 Scope of Work

Part C4 Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2004 within the period stated in the Contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Signature: _____

Name (in capitals): _____

Capacity: _____

Name of Employer (organization): _____

Address: _____

Witness: Signature: _____ Name: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C. SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance; the outcome of such agreement shall be recorded here.

Any other matters arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1. Subject: _____
Details: _____

2. Subject: _____
Details: _____

3. Subject: _____
Details: _____

4. Subject: _____
Details: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signature: _____

Name: _____

Capacity: _____

Tenderer (Name and address of _____

Witness:

Signature: _____

Name: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FOR THE EMPLOYER:

Signature: _____

Name: _____

Capacity: _____

Employer (Name and address of _____

Witness:

Signature: _____

Name: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C1.2. CONTRACT DATA

C1.2.1 JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

The Conditions of Contract are clauses 1 to 41 of the JBCC Series 2000 Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained through most regional office of the:

- Association of South African Quantity Surveyors,
- Master Builders Association,
- South African Association of Consulting Engineers,
- South African Institute of Architects,
- Association of Construction Project Managers,
- Building Industries Federation South Africa,
- South African Property Owners Association, or
- Specialist Engineering Contractors Committee.

CONTRACT VARIABLES THE SCHEDULE

This schedule contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries

Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



CONTRACTING AND OTHER PARTIES

Clause	Item and data
1	The Employer is Ga-Segonyana Local Municipality
2	The address of the Employer is: Corner Voortrekker and School Street Kuruman 8460 Telephone: (057) 712 9300
3	The Principal Agent is RMDARPM JV Telephone: Project Manager (071 607 5837) Email: tshepangr@rmdatelier.co.za or khalemals@epmo.co.za Address (physical): 4 Evkom Road Kuruman 8460 Address (postal): 4 Evkom Road Kuruman 8460

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



CONTRACT DETAILS

Works Description: Construction of the Kuruman Taxi and Bus Rank

Site Description: Erf no. 2830 Tsenin (R31) Road; Kuruman; 8460

This agreement is for a government contract where there are specific options that are applicable to a State organ only Yes

Period for the commencement of the works after the contractor takes possession of site Ten (10) Days for the works as a whole.

Intended date of practical completion and the penalty per calendar day Twenty-Four (24) Months after contractual commencement date and penalty amount is R6,500 (Six Thousand Five Hundred) per calendar day

The provision of the following temporary services is required on the basis as indicated in the nominated options:

Water	Option A
Electricity	Option A
Telecom	Option A
Ablution	Option A

The law applicable to this agreement shall be that of the: Republic of South Africa

INSURANCES

Contract works insurance to be effected by: Contractor:

Construction Guarantee (Variable): Yes

With a deductible of not exceeding 5% of each and every claim

Supplementary insurance is required: N/A

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Public liability insurance to be effected by: Contractor:
For the Sum of R 10 000 000-00
With a deductible of not exceeding 5% of each and every claim

DOCUMENTS

Number of construction document copies to be supplied to the contractor free of charge:
(1) One Number of

Bills of Quantities/Lump sum document schedule of rates drawn up in accordance with: “Standard System of Measuring Builders’ Work”

The contract value is to be adjusted using escalation adjustment indices: No

Where JBCC CPAP is to be used: Base Month N/A

Details of changes made to the provision of JBCC standard documentation: N/A

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C1.3 Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

..

Physical address

..

.....

..

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

Employer means GA-SEGONYANA LOCAL MUNICIPALITY

Contractor means

Agent means RMDARPM JV

Works means Construction of the Kuruman Taxi and Bus Rank

Site means Erf no 2830 Tsenin (R31) Road; Kuruman 8460

Agreement means the JBCC Series 2000 Principal Agreement

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT Amount in figures R

Amount in words.....(Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words(Rand)

1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: (Rands) (R.....)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

- 2** The Guarantor hereby acknowledges that:
- 2.1** Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship.
- 2.2** Its obligation under this Guarantee is restricted to the payment of money.
- 3** Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:
- 3.1** A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2
- 3.2** A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.
- 3.3** A copy of the said payment certificate, which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.
- 4** Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



-
- 4.1** The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or
 - 4.2** A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.
 - 5** It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
 - 6** Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
 - 7** Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
 - 8** The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
 - 9** The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
 - 10** This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
 - 11** This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at Date

Guarantor's
Signatory 1

Guarantor's
Signatory 2

Identity number

Identity number

Witness 1

Witness 2

Guarantor's seal or stamp

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PORTION 2: CONTRACT

Part C2 PRICING DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Tender No: 21/2024-25
Project Name: Construction of the Kuruman Taxi and Bus Rank

PRICING DATA

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PART C2.2	BILL OF QUANTITIES	C2.2-1

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C2.1 PRICING INSTRUCTIONS

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
 - b) Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
 - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July 2005).
- 2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.2, and May 2018. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the various parts of the JBCC Series 2000 Preliminaries as prepared by the Joint Building Contracts Committee, Edition 6.2, and May 2018. The additions, deletions and alterations to the various parts of the JBCC Series 2000 Preliminaries as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



information on standards).

- 5 The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 6 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.
- 7 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 8 The rates contained in the Bills of Quantities will apply irrespective of the final quantities of the different classes and kinds of work actually executed.
- 9 Rates for work of similar description occurring in different sections of the Bills of Quantities shall be identical.
- 10 An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- 11 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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- 12 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities
 - 13 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
 - 14 The amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.
 - 15 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 14 but taking into account the revised period for completing the works.
 - 16 The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
 - 17 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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- a) 10 percent is Fixed.
 - b) 15 percent if Value Related
 - c) 75 percent is Time Related.
- 18 The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 19 All work is to be constructed using labour-intensive methods. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a variation order to the contract
- 20 Payment for items, which are designated to be constructed under labour-intensively, will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour- intensively will not be condoned and any works so constructed will not be certified for payment.
- 21 The tenderer is to acquaint him as to the specific requirements of this tender as contained in additional clauses A1 to A2 to the JBCC Principal Agreement as incorporated in the Contract Data. These clauses may be priced under the relevant Preliminaries items in SECTION C: SPECIFIC PRELIMINARIES of the Preliminaries Bill. No claim will be entertained due to the failure of the tenderer to allow for these requirements

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C2.2 PRICE SCHEDULE

NOTE 1: The tender will be evaluated and awarded as a whole or to one bidder.

NOTE 2: The quantities indicated on the Bill of Quantities are only approximate figures for evaluation purposes and Ga-Segonyana Local Municipality does not guarantee to purchase this or any quantity.

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.

Person Authorized to sign Tender:

FULL NAME (IN BLOCK LETTERS):

SIGNATURE:

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



BILL OF QUANTITIES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PORTION 2: CONTRACT

Part C3 SCOPE OF WORK

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Tender No: 21/2024-25
Project Name: Construction of the Kuruman Taxi and Bus Rank

SCOPE OF WORK

INDEX

Section	Description	Page No.
PART C3.1	SCOPE OF WORK	C3.1-1
PART C3.2	ELECTRICAL, MECHANICAL AND FIRE SPECIFICATIONS Annexure B.....	C3.2-1

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The employer's objective is the construction of the Kuruman Taxi and Bus Rank.

1.2 Overview of the works

The project comprises of the breaking down existing Bus and Taxi Rank and construct new with two levels and offices.

1.3 Location of the works

The site is situated at Erf no. 2830 Tsenin (R31) Road; Kuruman, 8460

2 DRAWINGS

The drawings used for setting up the Bills of Quantities as attached

- Architectural drawings
- Civil and Structural drawings
- Electrical and Mechanical drawings

To be provided at site hand over

3 MANAGEMENT

3.1 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

3.2 Unauthorized persons

The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

3.3 Management meetings

The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

3.4 Forms for contract administration

The Contractor shall be required to submit an updated contractor monthly report during site meetings, which will be used by the consultant to update the client.

3.5 Payment certificates

The Contractor to ensure that the VAT invoice required with each certificate is delivered timeously. The date of the certificate will be that of the date when the certificate is received by the consultant.

The Contractor to ensure timeous submission of all required documentation for the expedient processing of payment certificates, as required by the client, e.g. BAS entity forms, company registration details, VAT clearance certificates, etc. The Contractor is responsible for such documentation submission.

4 ADDENDA

- 4.1 Architectural Specifications (ADDENDUM A)
- 4.2 Electrical Project Specifications (ADDENDUM B)
- 4.3 Mechanical Specifications (ADDENDUM C)
- 4.4 Occupational Health and Safety Regulations (ADDENDUM D)
- 4.5 Drawings (ADDENDUM E)

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Contractor

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Witness 1

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Witness 2

[Signature box]

Employer

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Witness 1

[Signature box]

Witness 2
November 2022

ADDENDUM A
ARCHITECTURAL SPECIFICATIONS

ADDENDUM B
ELECTRICAL SPECIFICATIONS

ADDENDUM C
MECHANICAL SPECIFICATIONS

ADDENDUM D
OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

ADDENDUM E
DRAWINGS

Drawing Register – Kuruman Taxi Rank Tender Drawing Register

Architectural Drawings

Site Development Plan	GSGLM-02 01-100 AR-1100-A1
Elevations	GSGLM-02 01-100 AR-3100-A0 Revision C
First Floor Plan	GSGLM-02 01-100 AR-1102-A0 Revision F
Ground Floor Plan	GSGLM-02 01-100 AR-1101-A0 Revision D
Roof Plan	GSGLM-02 01-100 AR-1103-A0 Revision D
Sections – 1	GSGLM-02 01-100 AR-2100-A0 Revision C
Sections – 2	GSGLM-02 01-100 AR-2200-A0 Revision A

Civil Engineering Drawings

Road Making Layout Plan (Ground Floor)	NW24004-CIV-RDS-001 Rev 0
Road Making Layout Plan (First Floor)	NW24004-CIV-RDS-002 Rev 0
Road Making & Signage Details	NW24004-CIV-RDS-300 Rev 0
Stormwater Layout Plan & Details	NW24004-CIV-STW-001 Rev 0
Sewer Layout Plan & Long Sections	NW24004-CIV-SWR-001 Rev 0
Sewer Details Sheet 1 of 2	NW24004-CIV-SWR-300 Rev 0
Sewer Details Sheet 2 of 2	NW24004-CIV-SWR-301 Rev 0
Water Layout Plan & Bedding Details	NW24004-CIV-WTR-001 Rev 0
Water Details: Thrust Block Bend, Valve Box	NW24004-CIV-WTR-300 Rev 0

Structural Engineering Drawings

Foundation Layout & Details	RPM 0011/2024-SL 001	Revision C
Surface Bed Layout & Details	RPM 0011/2024-SL 002	Revision C
Lower Roof Canopy & Stair Layout	RPM 0011/2024-SL 003	Revision C
First Floor Layouts & Details (Deck)	RPM 0011/2024-SL 004	Revision C
Roof Eaves Level Layout & Details	RPM 0011/2024-SL 005	Revision C
Structural Steel Roof Level Layout & Details	RPM 0011/2024-SL 006	Revision C
Tower & Stair 02 Layout & Details	RPM 0011/2024-SL 007	Revision C

Electrical Drawings

ELECTRICAL: FIRST FLOOR LIGHTING	BPS2024-03-EE-FFL Rev B
ELECTRICAL: FIRST FLOOR SMALL POWER	BPS2024-03-EE-FFP Rev B
ELECTRICAL: GROUND FLOOR LIGHTING	BPS2024-03-EE-GFL Rev B
ELECTRICAL: GROUND FLOOR SMALL POWER	BPS2024-03-EE-GFP Rev B
ELECTRICAL: SITE RETICULATION AND AREA LIGHTING	BPS2024-03-EE-SR Rev B

Mechanical & Fire Drawings

Ticket Office HVAC Layout	084-A01-HVAC-DRW-001 Rev TD 14-Apr-25
Existing Ablution Block HVAC Layout	084-A01-HVAC-DRW-002 Rev TD 14-Apr-25
Taxi Association Offices HVAC Layout	084-A02-HVAC-DRW-001 Rev TD 14-Apr-25
Ticket Office Water Supply Layout	084-A01-WSS-DRW-001 Rev TD 14-Apr-25
Ticket Office Water Drainage Layout	084-A01-WSD-DRW-001 Rev TD 14-Apr-25
Taxi Association Water Supply Layout	084-A02-WSS-DRW-001 Rev TD 14-Apr-25
Taxi Association Drainage Layout	084-A02-WSD-DRW-001 Rev TD 14-Apr-25
Site Plan Fire Protection Layout	084-A00-FP-DRW-001 Rev TD 14-Apr-25
Ticket Office Fire Protection Layout	084-A01-FP-DRW-001 Rev TD 14-Apr-25
Stall 01 to 09 Fire Protection Layout	084-A01-FP-DRW-002 Rev TD 14-Apr-25
Stall 10 to 32 Fire Protection Layout	084-A01-FP-DRW-003 Rev TD 14-Apr-25
Existing Ablution Block Fire Protection Layout	084-A01-FP-DRW-004 Rev TD 14-Apr-25
First Floor Fire Protection Layout	084-A02-FP-DRW-001 Rev TD 14-Apr-25