Midvaal Local Municipality
PO Box 9, Meyerton, 1960
Tel: 016 360 7400
Fax: 016 360 7519
www.midvaal.gov.za

# 7 DAY QUOTATION

| AHT4972<br>SUPPLY AND DELIVERY OF FIRE EQUIPMENT TO MIDVAAL LOCAL MUNICIPALITY | | | |
|---|---|---|---|
| **COMPULSORY BRIEFING SESSION:** | N/A | | |
| **DATE:** | N/A | **TIME:** | N/A |
| **CLOSING DATE:** | 10 SEPTEMBER 2026 | **TIME** | 12H30 |

| | | | |
|---|---|---|---|
| **FULL NAME OF TENDERING ENTITY:** | | | |
| **COMPANY ADDRESS:** | | | |
| **ENTITY REGISTRATION NUMBER** | | | |
| **CONTACT PERSON:** | | | |
| **TEL NO:** | | **CELL NO:** | |
| **FAX NO:** | | **EMAIL:** | |
| **CENTRAL SUPPLIER DATABASE (CSD) NO:** | | | |
| **MIDVAAL VENDOR NO. (NOT COMPULSORY):** | | | |
| **TOTAL BID PRICE/VALUE (INCLUDING VAT) (R):** | | IGNORE IF RATES BASED | |



**Initials:**

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## ENTITY OWNERSHIP DETAILS

| NAME OF PERSON / ENTITY | % OF SHARES OWNED |
|---|---|
| **1.** | |
| **2.** | |
| **3.** | |
| **4.** | |
| **5.** | |
| **6.** | |
| **7.** | |
| **8.** | |
| **9.** | |
| **10.** | |

**NB:** Please feel free to add a separate page and attach behind this page if the provided space is not enough. Alternatively attach a shareholding certificate.

What percentage of the company is owned by **youth _____%; women _____%** and **people with disabilities _____%**

## FRAUD AND CORRUPTION

*Use this number, 010 496 2662, The Municipality's hotmail to whistle blow, report fraud and corruption. You don't have to disclose your identity if you don't wish to



**Initials:**

# IMPORTANT INFORMATION RELATING TO THIS QUOTATION

| | | | |
|---|---|---|---|
| **BID NUMBER:** | AHT4972 | | |
| **MUNICIPAL NUMBER:** | SCM021/26 | | |
| **CLOSING DATE:** | 10 SEPTEMBER 2026 | **TIME:** | 12H30 |
| **ADVERT DATE:** | 02 SEPTEMBER 2026 | **VALIDITY PERIOD:** | 60 DAYS |
| **VALIDITY EXPIRY:** | 09 NOVEMBER 2026 | | |

## BIDS SUBMISSION

Bids are to be sealed in an envelope marked with the relevant bid number and description as indicated on the bidding documents and are to be placed in the tender box situated at:

Block A – Ground Floor,
25 Mitchell Street,
Meyerton,
1961

Bids are to be submitted between 07:30 and 16:00, Mondays to Fridays, prior to the closing date and time. No late submissions will be considered.

**Please Note:**

1. Bidders are requested to **initial each page** of the bid document.
2. **No** faxed or e-mailed tenders will be accepted.
3. All tenders must be submitted on the official forms **(not to be typed OR re-typed)**. **Only original** signed tender documents will be accepted.
4. Bids submitted for consideration must be 'written' meaning by hand in black ink or any form of electronic or mechanical writing, No correction fluid will be allowed , especially on the pricing schedule or BOQ. **All alterations** should be crossed-out and initialled/signed.
5. Where a **compulsory briefing session** is required, it is the onus of the bidder to attend and arrive in time. Late arrivals will not be allowed to sign the attendance register and will be deemed to be absent. **No bids will be considered** from bidders who did not attend the compulsory briefing session. **One** representative allowed per bidding entity.
6. Midvaal Local Municipality **will not accept** any bid with **missing pages** from the official bid document and **not satisfactorily completed** with the **required attachments.**
7. **Failure to adhere to the above may result in your bid not being further evaluated.**

## 8. REGISTRATION AS A VAT VENDOR

### 8.1: VAT Registration Threshold

According to the South African Revenue Service (SARS) regulations, it is obligatory to register for Value Added Tax (VAT) if the cumulative value of taxable supplies that have been made or are projected to be made within a rolling twelve-month period surpasses R1 Million.

### 8.2: Responsibility of Non-VAT Vendor Service Provider(s)

**8.2.1** In instances where the service provider is not registered as a VAT vendor, it is their responsibility to ensure that the applicable VAT is included in their pricing calculation if the threshold mentioned in Clause 1.1 is met or anticipated to be met.

**8.2.2** Furthermore, in such cases, the service provider must be registered for VAT within 21 working days from the date of being awarded the contract.

### 8.3: Failure to Incorporate VAT in Pricing Proposal

**8.3.1** Should the service provider, who is not a registered VAT vendor, fail to incorporate the relevant VAT amount when submitting their pricing proposal, and it can be determined that the projected value of supplies will exceed R1 Million within any consecutive twelve-month period, the municipality reserves the right to add the applicable VAT to the offered price.

**8.3.2** In the event that the service provider is awarded the contract, they will be required to register for VAT within 21 working days from the date of the award.

### 8.4: VAT Status During Contract Implementation

**8.4.1** Once a service provider's VAT status has been established at the commencement of a contract, it is agreed that the service provider shall not alter their VAT registration status for the duration of the contract.

**8.4.2** In the event that the service provider's VAT registration status changes during the contract implementation, the service provider shall be responsible for absorbing any VAT-related implications that may arise as a result of the change.

**8.4.3** The service provider's obligation to absorb the VAT element throughout the duration of the contract, as outlined in Clause 4.2, shall apply unless otherwise explicitly agreed upon in writing by both parties.

### 8.5: Exception for Panels

**8.5.1** The provisions outlined in Clauses 1 to 4 are not applicable to panels. Price offers for panels will be considered and implemented on an as-needed basis.



**Initials:**

## EVALUATION OF BIDS

1. Bids will be evaluated and according to the following criteria:

    a. Relevant specifications and where applicable, technical proposals;
    b. Value for money;
    c. Capability and ability to execute the contract;
    d. Midvaal SCM Policy, PPPFA and its Regulation as well as any other relevant legislations; and
    e. Supporting documents where required

2. Bidder's attention is specifically drawn to the provisions of the rules and specifications which are included in the bid documents.

3. The Council reserves the right to accept any bid or part thereof and does not bind itself to accept the lowest or any bid.

4. No bids will be considered from persons in the service of the state.

## GENERAL

### Bid Awards

Please note that even though a bid may be awarded and a successful bidder be approved to supply, deliver or render the applicable services to Midvaal, it is not a guarantee that orders will be placed on a regular basis. It may only be procured on an as and when required basis on receipt of an official Midvaal order.

**NB:** Bids results are placed on the municipality's website: www.midvaal.gov.za

Bidder's attention is drawn to the fact that bid results are updated on a monthly basis.

### Unsuccessful Bids

The unsuccessful bidder may on written request (in terms of the Access to Information Act) be given reason/s why their bid was unsuccessful.

**NB: IT IS THE ONUS OF EVERY BIDDER TO CONTINUOUSLY MONITOR THE MUNICIPALITY'S WEBSITE FOR RESULTS**.

### Objections and Complaints

Bidders aggrieved by decisions or actions taken by Midvaal Local Municipality in the implementation of its supply chain management system may within 14 days of the decision or action lodge a written objection or complaint to the municipality against the decision or action.



**Initials:**

The date of the decision or action referred to above will be the day the results were advertised on the website, being the 07th day of every month.

**Non Awards**

Bidders who submitted bids will be informed formally of all non-awards

**Terms and Conditions**

This quotation is subject to the **National Treasury's General Conditions of Contract (GCC) of 2010.** A copy of the said GCC can be obtained on request and at no cost from tenders@midvaal.gov.za or alternatively on the municipal website: http://www.midvaal.gov.za/index.php/tenders-2/2019-2020-financial-year/notices-2019-2020, as well as from the municipal SCM offices at 25 Mitchell Street, Meyerton, 1961, between 07:30 and 16:00, weekday.

**INCREASE/DECREASE IN SCOPE OF WORK**

The Employer reserves the right to withdraw any section or item in the bill of quantities. The Contractor will have no claim in this respect.

Funds allocated to complete the works may be limited. The Employer thus reserves the right to reduce or add to the scope of work to suit the available budget, in which case the contractor will have no claim in this respect.

**ALTERNATIVE BIDS**

If a bidder wishes to submit an alternative *(where allowed)* for any of the items in the schedule of quantities, the bidder must indicate on the pricing schedule and complete the form included in the bidding documents.

LOCAL MUNICIPALITY

**SIGNATURE AUTHORITY OF CONTRACTOR/BIDDER**

I, _____ in my capacity as _____
hereby confirm to be duly authorized to sign on behalf of

_____
(Name of organization)

Address:
_____
Telephone no: (_____) _____ and hereby acknowledge that I have read and understood all the conditions and conform to adhere to them as set out in the document.

Signed at _____ on the _____ day of _____ 2026.

_____

## MIDVAAL LOCAL MUNICIPALITY INDEMNITY

1. The Contractor hereby agrees to indemnify, hold harmless and defend Midvaal Local Municipality and their officers, employees, agents and representatives, from and against the following liabilities arising as a result of the execution of the work:

   1.1 Any liability with regard to claims by governmental authorities or others for non-compliance by Contractor of any Act of Parliament, law, ordinance, regulation or by-law made by a lawful authority provided that such compliance therewith was required for the execution of the Contract or at Law.

   1.2 Any liability arising from actual or alleged public or private nuisance arising out of negligent acts or omissions to act of Contractor or its Subcontractors, or of their employees.

   1.3 Any liability arising from loss or damage to Contractor and/or Subcontractor's equipment and their other property on site.

   1.4 Any liability arising from claims with regard to the death of/or injury or sickness or disease to Contractor' employees or the death of/or injury or sickness or disease to third parties.

   1.5 Any liability arising from any loss of/or damage to property belonging to a third party.

   1.6 Any liability arising from actual or asserted infringement or improper appropriation or use of patents, copyrights, proprietary information or know-how in respect of the work designed by/or under the responsibility of the Contractor.

   1.7 Any liability arising from the death or injury or loss or damage to property of third parties or Midvaal Local Municipality's property as a result of the negligent acts or omissions of contractors or its subcontractor's employees.

   1.8 Contractor shall indemnify Midvaal Local Municipality against all claims, proceedings, damages and costs of whatsoever nature arising out of contravention of environmental legislation.

   I, _____ the undersigned (duly authorised to sign) hereby declare that I have read and understood the abovementioned and agree to all the above.

**BIDDER'S AUTHORISED SIGNATORY:**

Full Names and Surname: Signature:

_____ _____



**Initials:**

## ATTACHMENTS CHECKLIST

ADMINISTRATIVE COMPLIANCE:

| | DESCRIPTION | BIDDER'S CHECKLIST |
|---|---|---|
| 1 | Certified copy of the signed resolution by all directors authorising a director/ other official of the company to sign the documents on behalf of the company. | ☐YES ☐NO |
| 2 | Current Water and Lights / Rates and Taxes obtainable from the local or metropolitan municipality. | ☐YES ☐NO |
| 3 | In a case of a Joint Venture (JV)/ Consortium, the JV agreement. | ☐YES ☐NO |
| 4 | Valid B-BBEE certificate or Completed or signed Sworn Affidavit<br>The municipality only considers B-BBEE certificates from SANAS accredited agencies as well as certificates and sworn affidavits from the DTI. | ☐YES ☐NO |

**SPECIFIC GOALS – POINTS CLAIM**

| Goal | Weight | | Required Proof | Bidder's Checklist |
|---|---|---|---|---|
| Local Enterprise ***(10 Points)*** | 10 Points, if the business operates within the jurisdiction of Midvaal Local Municipality<br>5 Points, if the business operates outside Midvaal but within the Sedibeng District jurisdiction<br>3 Points, if the business operates outside the Sedibeng jurisdiction<br>0 points for non-submission | | - Rates and Taxes statement in the name of the business, or that of its director(s); OR<br>- Confirmation of the company's director(s) ward and voting district as per the IEC (Independent Electoral Commission of South Africa) | ☐YES ☐NO |
| B-BBEE Status ***(10 Points)*** | Status Contributor | Points | B-BBEE certificate:<br>- issued by the DTIC (The Department of Trade and Industry and Competition) through CIPC; OR<br>- from an accredited institution registered with SANAS; OR<br>- a valid sworn affidavit, as issued by the DTIC | ☐YES ☐NO |
| | 1 | 10 | | |
| | 2 | 8 | | |
| | 3 | 6 | | |
| | 4 | 5 | | |
| | 5 | 4 | | |
| | 6 | 3 | | |
| | 7 | 2 | | |
| | 8 | 1 | | |
| | Non-contributor | 0 | | |

***NB:*** *confirmation of the voting district can be obtained from* *https://www.elections.org.za/pw/Voter/Voter-Information*

*A screenshot of the confirmation will be sufficient.*

## BIDDER'S AUTHORISED SIGNATORY:

Full Names and Surname: Signature:

**MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY CHAIN MANAGEMENT PURPOSE**

The purpose of this form is to obtain prove that municipal services, rates and taxes of the service provider are **not more than three months in arrears** with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

**Where bidders are not owners of a property and cannot submit a copy of the municipal account, the following must be completed together with a lease agreement:**

| **( TO BE COMPLETED BY THE LANDLORD)** | | | |
|---|---|---|---|
| Name of the Landlord: | | | |
| Property Physical Address: | | | |
| **Please tick below** | | **Yes** | **No** |
| Rental: | in arrears for more than 3 months | | |
| Municipal services: | in arrears for more than 3 months | | |
| Landlord Signature: | | | |
| Date: _____<br>**Landlord's business stamp here (where applicable)** | | | |

**MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE, OR LEASE AGREEMENT MUST BE ATTACHED BEHIND THIS PAGE.**



**Initials:**

**MBD 1**

# PART A
# INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF MIDVAAL LOCAL MUNICIPALITY | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | AHT4972 | CLOSING DATE: | 10 SEPTEMBER 2026 | CLOSING TIME: | 12H30 |
| DESCRIPTION | **SUPPLY AND DELIVERY OF FIRE EQUIPMENT TO MIDVAAL LOCAL MUNICIPALITY** | | | | |
| **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).** | | | | | |

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

| |
|---|
| 25 MITCHELL STREET |
| MEYERTON |
| 1961 |

| **SUPPLIER INFORMATION** | | | | |
|---|---|---|---|---|
| NAME OF BIDDER | | | | |
| POSTAL ADDRESS | | | | |
| STREET ADDRESS | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | |
| CELLPHONE NUMBER | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | |
| E-MAIL ADDRESS | | | | |
| VAT REGISTRATION NUMBER | | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | **OR** | CSD No: | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | ☐**YES** ☐**NO** | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | ☐**YES** ☐**NO** | |

***[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]***

| | | | |
|---|---|---|---|
| ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?** | ☐**YES** ☐**NO** [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?** | ☐**YES** ☐**NO** [IF YES ENCLOSE PROOF B:3] |
| **TOTAL NUMBER OF ITEMS OFFERED** | | **TOTAL BID PRICE** | **R** |
| **SIGNATURE OF BIDDER** | ..... | **DATE** | |
| **CAPACITY UNDER WHICH THIS BID IS SIGNED** | | | |

| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:** | | **TECHNICAL INFORMATION MAY BE DIRECTED TO:** | |
|---|---|---|---|
| DEPARTMENT | FINANCE | CONTACT PERSON | PS & ROADS SERVICES: |
| CONTACT PERSON | Financial Services: SCM | TELEPHONE NUMBER | 101 496 2840 |
| TELEPHONE NUMBER | 016 360 7453 | FACSIMILE NUMBER | 016 360 5914 |
| FACSIMILE NUMBER | 016 360 7519 | E-MAIL ADDRESS | tenders@midvaal.gov.za |
| E-MAIL ADDRESS | tenders@midvaal.gov.za | | |



**Initials:**

# PART B
# TERMS AND CONDITIONS FOR BIDDING

**1. BID SUBMISSION:**

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

| | |
|---|---|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐**YES** ☐**NO** |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | ☐**YES** ☐**NO** |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐**YES** ☐**NO** |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐**YES** ☐**NO** |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | ☐**YES** ☐**NO** |

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**
**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: ……..

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

DATE: ……..

## MBD 4 - DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position relation to the evaluating/adjudicating authority.

3. A Person who is an advisor or consultant contracted with the municipality.

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

   4.1 Full Name of bidder or his or her representative:

   _____

   4.2 | | | | | | | | | | | | | |

   Identity Number:

   4.3 Position occupied in the Company (director, trustee, shareholder[2]):

   _____

   4.4 Company Registration Number:

   _____

   4.5 Tax Reference Number:

   _____

   4.6 VAT Registration Number:

   _____

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

MIDVAAL LOCAL MUNICIPALITY

4.8 Are you presently in the service of the state? **YES / NO**
If so, furnish particulars.

_____

_____

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

*(a) A member of –*
- *any municipal council;*
- *any provincial legislature; or*
- *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.*

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

If so, furnish particulars.

_____

_____

MIDVAAL
LOCAL MUNICIPALITY

4.10 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**

If so, furnish particulars.

_____

_____

4.11 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**

If so, furnish particulars.

_____

_____

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

**YES / NO**

If so, furnish particulars.

_____

_____

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

**YES / NO**

If so, furnish particulars.

_____

_____

4.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

**YES / NO**

If so, furnish particulars.

_____

_____

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

| FULL NAME | IDENTITY NUMBER | STATE EMPLOYEE NUMBER |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |



**Initials:**

**Please note that The Federal Executive of the DA resolved as follows:**

*"That no office-bearer or member of the professional staff of the Party, or any company, partnership, close corporation or similar juristic entity in which such office-bearer or member of the professional staff has an interest, may tender for or contract to provide any goods or services to any DA controlled government.*

*For the purposes of this resolution:*

*"office-bearer" means any public representative or member of the Federal Executive, a provincial executive, a provincial management committee, a regional executive or a constituency executive;*

*"an interest" means that the office bearer or member of the professional staff has a 5% of more stake; and*

*"member of the professional staff" means any person who has an employment contract with the Party, and includes any person who is employed by the Party but who is paid by an organ of state, but does not include any person paid a gratuity or honorarium for services rendered to the Party."*

6.1 Are you or your company an office-bearer by means of any public representative or member of the Federal Executive, a provincial executive, a provincial management committee, a regional executive or a constituency executive?

**YES / NO**

If so, furnish particulars.

_____

_____

6.2 Do you or your company have an interest by means that the office bearer or member of the professional staff has a 5% of more stakes?

**YES / NO**

If so, furnish particulars.

_____

_____

6.3 Are you or your company a member of the professional staff by means any person who has an employment contract with the Party, and includes any person who is employed by the Party but who is paid by an organ of state, but does not include any person paid a gratuity or honorarium for services rendered to the Party?

**YES / NO**

If so, furnish particulars.



**Initials:**

_____

_____

## CERTIFICATION

**I, THE UNDERSIGNED (NAME) _____**
**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

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

| | |
|---|---|
| _____ | _____ |
| **SIGNATURE** | **DATE** |
| _____ | _____ |
| **POSITION** | **NAME OF BIDDER** |

MIDVAAL
LOCAL MUNICIPALITY



**Initials:**

## MBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

---

### 1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

| | POINTS |
|---|---|
| **PRICE** | 80 |
| **SPECIFIC GOALS** | 20 |
| **Total points for Price and SPECIFIC GOALS** | **100** |



**Initials:**

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

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

## 2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

*(c)* **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20** **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20** **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|---|
| Local Enterprises | N/A | 10 | N/A | |
| BBB-EE Status | N/A | 10 | N/A | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm……

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME**: .....

**DATE:** .....

**ADDRESS**: .....

.....

.....

## MBD 7.1 - CONTRACT FORM – PURCHASES OF GOODS/WORKS

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)

   _____ In accordance with the requirements and task directives / proposals specifications stipulated in Bid Number: **AHT4972: SUPPLY AND DELIVERY OF FIRE EQUIPMENT TO MIDVAAL LOCAL MUNICIPALITY** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Proof of Tax Compliance Status;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Declaration of interest;
   - Declaration of Bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) SANS/ISO/other regulatory framework where applicable

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

**NAME (PRINT**

_____

**CAPACITY**

_____

**SIGNATURE**

_____

**NAME OF FIRM**

_____

**DATE:** _____

**WITNESSES**

**1.** _____

**DATE:** _____

**2.** _____

**DATE:** _____

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## PART 2 (TO BE FILLED IN BY MIDVAAL LOCAL MUNICIPALITY)

1. I _____ in my capacity as _____accept your bid under reference number Bid Number: **AHT4972: SUPPLY AND DELIVERY OF FIRE EQUIPMENT TO MIDVAAL LOCAL MUNICIPALITY** dated _____for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

4. I confirm that I am duly authorized to sign this contract.

**SIGNED AT MEYERTON ON** _____

**NAME (PRINT)** _____

**SIGNATURE** _____

**OFFICIAL STAMP**

**WITNESSES**

**1.** _____

**DATE:** _____

**2.** _____

**DATE:** _____

## PERFORMANCE MANAGEMENT SYSTEM

The Municipal Finance Management Act (No. 56 of 2003) Section 116 (2) (d) determines that a Municipality must enter into a Performance Management System (PMS) with all service providers.

A final PMS document will be concluded in consultation with the appointed bidder.

---

## ACCEPTANCE OF PMS AGREEMENT

**You are hereby requested to sign this document as acceptance that your performance will be measured continuously in terms of the PMS.**

**CONTRACTOR**

Signature : _____

Name : _____

Designation: _____

Date : _____

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**MIDVAAL LOCAL MUNICIPALITY**

Signature : _____

Name : _____

Designation: _____

Date : _____



**Initials:**

## MBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

**1.** This Municipal Bidding Document must form part of all bids invited.

**2.** It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

**3.** The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

| | | | |
|---|---|---|---|
| 4.1 | **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?**<br>(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).<br><br>**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.** | Yes ☐ | No ☐ |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br>**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.** | Yes ☐ | No ☐ |

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| | | | |
|---|---|---|---|
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes ☐ | No ☐ |
| 4.3.1 | If so, furnish particulars: | | |
| | | | |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes ☐ | No ☐ |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes ☐ | No ☐ |
| 4.7.1 | If so, furnish particulars: | | |

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## CERTIFICATION

**I, THE UNDERSIGNED (NAME) _____**
**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

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

_____ _____
**SIGNATURE** **DATE**

_____ _____
**POSITION NAME OF BIDDER**



**Initials:**

## MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids[1] 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. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

    a. take all reasonable steps to prevent such abuse;
    b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
    c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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**Initials:**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Bid Number: **AHT4972: SUPPLY AND DELIVERY OF FIRE EQUIPMENT TO MIDVAAL LOCAL MUNICIPALITY**

in response to the invitation for the bid made by:

**MIDVAAL LOCAL MUNICIPALITY**
(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;

   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)

(c) methods, factors or formulas used to calculate prices;
(d) the intention or decision to submit or not to submit, a bid;
(e) the submission of a bid which does not meet the specifications and conditions of the bid; or
(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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** |

MIDVAAL LOCAL MUNICIPALITY

## SPECIAL CONDITIONS OF CONTRACT

## 1. TERMINATION MIDVAAL LOCAL MUNICIPALITY'S OPTION

1.1 Midvaal Local Municipality shall have the right at any time, with or without cause, to terminate further performance of the WORK by written notice to Contractor specifying the date of termination. On the date of such termination stated in said notice, Contractor shall discontinue performance of the work and shall preserve and protect tools, materials, construction equipment and facilities on site, materials and plant equipment purchased for incorporation in the work, whether delivered to the site or on order, work in progress and completed work, both at site and in its own plant, pending Midvaal Local Municipality's instructions and, if requested by Midvaal Local Municipality, shall turn over the same to Midvaal Local Municipality, including title to said materials and equipment, or dispose of same in accordance with Midvaal Local Municipality's instructions.

1.2 In the event of such termination, Contractor shall, within seven (7) calendar days of such termination advice Midvaal Local Municipality of all outstanding subcontracts, rental agreements, and purchase orders which Contractor has with others pertaining to performance of the WORK and shall furnish Midvaal Local Municipality with complete copies thereof. Contractor shall upon request by Midvaal Local Municipality assign to Midvaal Local Municipality, or take such other action relative to such subcontracts, rental agreements or purchase orders as may be directed by Midvaal Local Municipality. When considering whether to cancel this contract, Midvaal Local Municipality shall be entitled to receive from the Contractor all information, including copies thereof, relating to outstanding subcontracts, rental agreements, purchase orders and other costs which the Contractor is likely to incur as a result of the cancellation, Contractor shall furnish all information and copies within seven days of Midvaal Local Municipality's written request.

1.3 All claims under any of the foregoing provisions shall be subject to the provisions that the Contractor shall take all reasonable steps to mitigate or diminish such costs or expenses and such claims shall be supported by documentation submitted to Midvaal Local Municipality, satisfactory in form and content to Midvaal Local Municipality and verified by Midvaal Local Municipality and are subject to the Contract having complied with clause 1.2. Midvaal Local Municipality may withhold any further payment due to the contractor until all the required documents in clause 1.2 have been received to Midvaal Local municipality's satisfaction.

## 2. TERMINATION FOR DEFAULT

2.1 In the event Contractor's estate is liquidated or placed under judicial management provisionally or finally, or if Contractor commit any act of insolvency or publish a notice of surrender or present a petition for the acceptance of the surrender of its estate as insolvent or makes or prepare to make an arrangement with, composition or assignment in favour of its

creditors or agrees to carry out this Contract under a committee of inspectors of its creditors or goes into liquidation, whether provisionally or finally, or if Contractor defaults in the performance of any express obligation to be performed by it under this CONTRACT, and fails to correct or if immediate correction is not possible, shall fail to commence and diligently continue action to correct such default within five (5) working days following written notice thereof from Council or commits a breach of this contract and/or any other contract which the Contractor has with Midvaal Local Municipality and such breach is incapable of being cured, or commits a criminal offence or any of its employees commits a criminal offence, Council may without prejudice to any other rights or remedies Midvaal Local Municipality may have, hold in abeyance further payments to Contractor and/or terminate further performance of all or part of the work under this Contract by written notice to Contractor specifying date of termination.

2.2 In the event that the contractor has the intention to voluntarily liquidate their estate, they shall inform Midvaal Local Municipality of such intention within 14 days prior to the voluntary liquidation application being initiated.

They shall further inform Midvaal Local Municipality in writing once the voluntary liquidation has been finalised no later than 48 hours from date, they receive such confirmation.

2.3 In the event of such termination by Midvaal Local Municipality, Council may take possession of the work at the site and any or all materials and plant equipment whether delivered to the site or on order therefore by Contractor, tools and construction equipment at site and finish the work by whatever method Council may deem expedient. Any methods procured / used by Council to expedite and / or to complete the work pursuant to the termination may be at the cost of the contractor.

2.4 In the event of termination by Midvaal Local Municipality, the Contractor shall upon request of Council, within 5 calendar days advice Midvaal Local Municipality of all outstanding subcontracts, rental agreements and purchase orders which Contractor has with others pertaining to performance of the WORK and furnish Midvaal Local Municipality with complete copies thereof. Upon request of Midvaal Local Municipality, Contractor shall assign to Midvaal Local Municipality in form satisfactory to Midvaal Local Municipality, Contractor's title to materials and plant equipment for the work and those subcontracts, rental agreements and purchase orders designated by Midvaal Local Municipality, which Contractor has with others pertaining to the work. Midvaal Local Municipality may withhold any further payments due to the contractor until all the required documents stated above have been received to Midvaal Local Municipality's satisfaction.

2.5 In the event of termination by Midvaal Local Municipality, the Contractor shall not be entitled to receive any further payment until the work is completed.



**Initials:**

2.5.1 Should the amount that Midvaal Local Municipality must pay to complete the work exceed the contract price with the terminated Contractor, the aforenamed will promptly pay the difference to Midvaal Local Municipality. This amount shall be legally deemed a debt due by the Contractor to Midvaal Local Municipality and should be recoverable accordingly.

2.5.2 Should the amount that Midvaal Local Municipality must pay to complete the work be less than the contemplated contract price, no payment to that effect will be made to the Contractor.

2.5.3 Midvaal Local Municipality shall have the right and is authorised to set off against and deduct any damages suffered by Midvaal Local Municipality due to the Contractor's default or event giving rise to the termination or due to other defaults of the contractor to comply with the terms and conditions of this contract along with amounts payable in respect of 2.5.1 above from payments due to the Contractor under this or any other previous or subsequent contract between the Contractor and Midvaal Local Municipality upon completion of the work. The Contractor shall be and continue to be fully liable for all such aforementioned damages to Midvaal Local Municipality.

2.6 In the event where the Contractor is awarded this Contract, amongst others, because the Contractor is considered by Midvaal Local Municipality in its sole discretion to be a Black Economic Empowerment Entity, and it appears later in Midvaal Local Municipality's opinion that the Contractor is not a Black economic Empowerment Entity or is engaged in fronting as a Black economic Empowerment Entity, Midvaal Local Municipality shall be entitled to terminate this agreement without prior notice.

## 3. PATENTS

The Bidder shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights and hereby indemnifies the Midvaal Local Municipality against any claims arising there-from.

All intellectual property rights including, without limitation, copyright, database rights, design and registered design rights, patents and trademark rights, in the deliverables shall be owned by the Council.

The contractor, bidder or service provider shall execute any documents to ensure vesting of such rights in the Council. No trademark, patent, design or other registration shall be made in the name of the contractor, bidder or service provider, its employees, directors and agents, in relation to any of the deliverables.

## 4. COMPLIANCE WITH REGULATORY / STATUTORY LAWS

4.1 Bidders, who are compelled to register with controlling authorities regarding their goods/services to be delivered/rendered, should ensure that their relevant registrations are in order prior to the closure of the bids. MLM may at any given time request bidders to submit proof thereof.

4.2 The Service Provider hereby acknowledges and agrees that it shall at all times during the term of the contract and any extensions thereof, comply with all applicable regulatory and statutory laws, *including but not limited to* the Unemployment Insurance Fund (UIF), Pay-As-You-Earn (PAYE), Compensation for Occupational Injuries and Diseases Act (COIDA), Pension Fund Regulations, and Private Security Industry Regulatory Authority (PSIRA) Requirements.

The Service Provider shall not, in its compliance with its statutory obligations in terms of this clause, take any action which is intended, or would reasonably be expected, to harm the reputation of the municipality or which would reasonably be expected to lead to adverse publicity for the municipality

4.3 In the event that the Municipality determines, at its sole discretion, that the Service Provider is not in compliance with any of the aforementioned laws, the Municipality reserves the right to initiate the termination process as outlined in the General Conditions of Contract (GCC).

4.4 Termination under this clause shall be without prejudice to any other rights or remedies that the Municipality may have under this contract. The Municipality may take such actions as it deems necessary to safeguard its reputation and interests in light of the Service Provider's non-compliance.

4.5 The Service Provider shall promptly provide all necessary documentation and information as requested by the Municipality to verify its compliance with the relevant laws. Failure to provide such documentation or rectify non-compliance within a reasonable timeframe may result in termination.

4.6 This clause is intended to ensure that the Municipality's reputation is upheld, and the Service Provider acknowledges the importance of adhering to all applicable laws for the duration of this contractual relationship.

## 5. WARRANTY/GUARANTEE

Unless specified otherwise in the SCC the warranty/guarantee shall remain valid for a period of not less than twelve (12) months after the goods, or portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port of place of loading in the source country whichever period concludes earlier.

Bidders must however submit the guarantees upon request from MLM to the end user department at any given time.

## 6. PENALTIES

Should the bidder fail to deliver any or all the goods or perform the services within the period specified in the contract and / or bid document or as concluded in the Service Level Agreement, Midvaal Local Municipality may, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a

sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day until actual delivery of performance.

Midvaal Local Municipality may consider termination of the contract at it sees fit in in line with the General Conditions of Contract.



**Initials:**

## 7. INCREASE/DECREASE IN SCOPE OF WORK

The Employer reserves the right to withdraw any section or item in the bill of quantities. The Contractor will have no claim in this respect.

Funds allocated to complete the works may be limited. The Employer thus reserves the right to reduce or add to the scope of work to suit the available budget, in which case the contractor will have no claim in this respect.

## 8. COSTS

The Contractor agrees that Midvaal Local Municipality shall be entitled to recover from the Contractor, Attorney and own client fees incurred by Midvaal Local Municipality in the event of arbitration and/or litigation proceedings relating to this Contract.

## 9. VALUE ADDED TAX AND CURRENCY

All prices quoted are to INCLUDE Value Added Tax (VAT), unless specifically stated to the contrary and all prices must be quoted in ZAR, i.e. the currency of the Republic of South Africa.

## 10. INSPECTION OF PLANT, EQUIPMENT AND PREMISES

Midvaal Local Municipality may at any stage during the production or execution, or on completion, be subject to inspect the premises of the bidder or contractor at all reasonable hours for inspection of the bidder's plant, equipment and premises prior to the bid being awarded. These inspections shall be carried out as follows:

The HOD or any other delegated official, will visit the premises upon a formal appointment to inspect all plant and equipment and other items deemed necessary prior to the issue of the bid to the bid adjudication committee.

## 11. RETURNABLE DOCUMENTS

All required returnable documents should be attached to the bid document; failure to adhere to this may result in your bid being disqualified.

## 12. ALTERNATIVE BIDS

If a bidder wishes to submit an alternative *(where allowed)* for any of the items in the schedule of quantities, the bidder must indicate on the pricing schedule and complete the form included in the bidding documents. Failure to either indicate on the pricing schedule or complete the form in the bid document or both may result in your bid being disqualified.

## 13. DOMICILIUM & SOUTH AFRICAN JURISDICTION

The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Bid, and each Bidder shall indicate a place in the

Republic and specify it in his Bid as his *domicilium citandiet executandi* where any legal process may be served on him.

Each Bidder shall bind himself to accept the jurisdiction of the Courts of Law of the Republic of South Africa.

The parties choose as their respective *domicilia citandiet executandi* the Following addresses:
**The Council: Midvaal Local Municipality**

25 Mitchell Street
Meyerton

**The Contractor**

_____

_____

_____

Change of these addresses will only be valid if the other party has been notified in writing.

All notices between the parties concerned must be in writing.

If a notice or document is delivered by hand, written proof of delivery must be obtained. If a document is delivered by official of the Council, a statement to that effect will be sufficient.

If not delivered by hand, notices and documents will be sent by registered post.

## 14. GENERAL

### Bid Awards

Please note that even though a bid may be awarded, and a successful bidder be approved to supply, deliver or render the applicable services to Midvaal, it is not a guarantee that orders will be placed on a regular basis. It may only be procured on an as and when required basis on receipt of an official Midvaal order.

**NB:** Bids results are placed on the municipality's website:
www.midvaal.gov.za

Bidder's attention is drawn to the fact that bid results are updated on a monthly basis.
**Unsuccessful Bids**

The unsuccessful bidder may on written request (in terms of the Promotion of Access to Information Act 2 of 2000 ) be given reason/s why their bid was unsuccessful.

**NB: IT IS THE ONUS OF EVERY BIDDER TO CONTINUOUSLY MONITOR THE MUNICIPALITY'S WEBSITE FOR BID RESULTS**.

**Objections and Complaints**

Bidders aggrieved by decisions or actions taken by Midvaal Local Municipality in the implementation of its supply chain management system may within 14 days of the decision or action lodge a written objection or complaint to the municipality against the decision or action.

The date of the decision or action referred to above will be the day the results were advertised on the website, being the 07th day of every month.

**Non Awards**

Bidders who submitted bids will be informed formally of all non-awards

**EPWP requirements for labour intensive projects**

Midvaal LM supports labour intensive projects and other services relating to where physical labour is required.

All service providers will be required to maximize the use of local unemployed labour on projects or when supplying or delivering services to MLM where applicable and agree to appoint unemployed Labour for the entire duration of the contract at a minimum rate determined by the Department of Labour.

All relevant questionnaires and reports are to be completed in full and submitted as part of this bid document.

## 15. ACCEPTANCE

16.1 The Tender document provided by Midvaal Local Municipality accompanied by a signed written letter of acceptance shall constitute a contract binding on both parties.

16.2 Notwithstanding anything to the contrary in this agreement, the contract shall come into existence with effect from the signature date signed by both parties.

16.3 Unless otherwise specified in the invitation to bid, this bid shall remain open for acceptance for a period of **SIXTY (60) DAYS** from the date on which bids are due and during this period the bidder shall agree not to withdraw his/her bid or impair or derogate from its effect;

## 16. AUTHORITY TO SIGN BIDS

The bid shall be signed by a person duly authorised thereto.

Company: A resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company, which shall be included in the bid document / returnable.

Close Corporation: A resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf, which shall be included in the bid document / returnable.

Partnership: All the partners shall sign the documents unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in the bid / returnable.

Joint Venture: Should two or more firms jointly submit a bid, the bid shall be accompanied by the document of establishment of the joint venture, duly registered and authenticated by a notary public or other official deputed to witness sworn statements, which defines the conditions under which the joint venture will function, the period of duration, the persons authorised to represent the Joint Venture and who are obligated thereby, the participation of the several firms forming the joint venture, and well as any other information necessary to permit a full appraisal of its functioning. Which shall be included in the bid document / returnable.

One Man Concern: This shall be clearly stated and all documents shall be signed accordingly.

## 17. SIGNATURE AUTHORITY OF CONTRACTOR/BIDDER

I, _____ in my capacity as _____
_
hereby confirm to be duly authorized to sign on behalf of
_____
(Name of organization)

Address:

_____

Telephone no: (_____) _____ and hereby acknowledge that I have read and understood all the conditions and special conditions of contract and conform to adhere to the schedules as set out in this bid document.

Signed at _____ on the _____ day of _____ 2026.

_____
**SIGNATURE OF CONTRACTOR**

MIDVAAL LOCAL MUNICIPALITY

**THE NATIONAL TREASURY**

**Republic of South Africa**

# GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

**JULY 2010**

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**Initials:**

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**1. Definitions**

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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



**Initials:**

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

1.14 "GCC" means the General Conditions of Contract.

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

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

1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

1.26 "Tort" means in breach of contract.

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

a. "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

b.

**2. Application**

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

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

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

**3. General**

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

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

**4. Standards**

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

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

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

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

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

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



**Initials:**

**Patent Rights**

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

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

**7. Performance security**

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

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

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

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

(b) a cashier's or certified cheque.

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

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**8. Inspections, tests and analyses**

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

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

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

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

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of comply with the contract requirements may be rejected.

8. 6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected .

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

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

**9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental Services**



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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

**14. Spare parts**

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

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

(b) in the event of termination of production of the spare parts:
(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

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

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

from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

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

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

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

**16. Payment**

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

**17. Prices**

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

**18. Variation Orders**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

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

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

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

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

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

**22. Penalties**

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

**23. Termination for default**

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;



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(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the

public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti- dumping and countervailing duties and rights**

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

**25. Force Majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

**28. Limitation of Liability**

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

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**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

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

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

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

**33. Transfer of contracts**

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

**34. Amendment of contracts**

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

**35. Prohibition of restrictive practices**

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

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the

matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 0f 1998.

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

Revised July 2010

## CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI)

This section sets out how personal information will be collected, used and protected by Midvaal Local Municipality hereinafter referred to as "MLM", as required by the Protection of Personal Information Act. The use of the words "the individual" for the purposes of this document shall be a reference to any individual (bidder) communicating with MLM and/or concluding any agreement, registration or application, with the inclusion of each of those individuals referred to or included in terms of such agreement, registration or application.

### 1. What is personal information?

The personal information that MLM requires relate to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, and personal and work email and contact details.

### 2. What is the purpose of the collection, use and disclosure (the processing) of personal information?

MLM is legally obligated to collect, use and disclose personal information for the purposes of:

- reporting MLM initiatives to the Gauteng Provincial Treasury and Sedibeng District Municipality;
- reporting to National Treasury all contracts awarded;
- obtaining information related to Tax Compliance information from SARS;
- Verifying information on the National Treasury database of defaulters;
- evaluating and processing applications for registration on the database;
- compiling statistics and other reports;
- providing personalised communications;
- complying with the law; and/or
- for a purpose that is ancillary to the above. Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.

### 3. How will MLM process personal information?

MLM will only collect personal information for the purpose as stated above. Information will be collected in the following manner:

- directly from the individual;
- from service providers who provided with services or goods to MLM;
- from MLM's own records relating to previous supply of services or goods; and/or
- from a relevant public or equivalent entity.



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## 4. To whom will personal information be disclosed?

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country (transborder flow of information) where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for. In the event of another party/ies acquiring all of or a portion of MLM's mandate or functions, personal information will be disclosed to that party but they will equally be obliged as we are, to protect personal information in terms of this policy and the law.

## 5. Consent and Permission to process personal information:

I hereby agree with the policy and provide authorisation to MLM to process the personal information provided for the purpose stated.

- I understand that withholding of or failure to disclose personal information will result in MLM being unable to perform its functions and/or any services or benefits I may require from MLM.
- Where I shared personal information of individuals other than myself with MLM I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in terms of this personal information policy and I warrant that I am authorised to give this consent on their behalf.
- To this end, I indemnify and hold MLM not responsible in respect of any claims by any other person on whose behalf I have consented, against MLM should they claim that I was not so authorised.
- I understand that in terms of POPI and other laws of the country, there are instances where my express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.
- I will not hold MLM responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

## 6. Rights regarding the processing of personal information:

- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide MLM with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if MLM agrees to same in writing. MLM specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.
- In order to withdraw consent, please contact the Information Officer at Johannesm@midvaal.gov.za
- A copy of the full MLM policy is available at our offices, situated at Head Office, 25 Mitchell Street, Meyerton, 1961, South Africa.



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- Individuals are encouraged to ensure that where personal information has changed in any respect to notify MLM so that our records may be updated. MLM will largely rely on the individual to ensure that personal information is correct and accurate.
- The individual has the right to access their personal information that MLM may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:

    - the information comes under legal privilege in the course of litigation,
    - the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
    - giving access may cause a third party to refuse to provide similar information to MLM,
    - the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
    - the information as it is disclosed may result in the disclosure of another person's information,
    - the information contains an opinion about another person and that person has not consented, and/or
    - the disclosure is prohibited by law.

## 7. Requesting access and lodging of complaints:

- Please submit any requests for access to personal information in writing to MLM's information officer at Johannesm@midvaal.gov.za
- With any request for access to personal information, MLM will require the individual to provide personal information in order to verify identification and therefore the right to access the information.
- There may be a reasonable charge for providing copies of the information requested.
- If any request has not been addressed to satisfaction a complaint may be lodged at the office of the Information Regulator.

MIDVAAL
LOCAL MUNICIPALITY

| | |
|---|---|
| Signature: | Date**:** |

## SPECIFICATIONS
## SUPPLY AND DELIVERY OF FIRE EQUIPMENT TO MIDVAAL LOCAL MUNICIPALITY

### 1. PURPOSE

Midvaal Local Municipality requires the services of a service provider to supply and deliver fire equipment for the Fire and Rescue Section.

### 2. SCOPE

To supply and deliver fire equipment to as per the technical specifications.

### 3. TECHNICAL PRODUCT SPECIFICATIONS (minimum requirements)

| ITEM NUMBER | ITEM DESCRIPTION |
|---|---|
| 1 | **Explosion Proof Confined Space Blower**<br>**Motor HP Meet or Exceed:** 0.33<br>**CFM Meet or Exceed:** 900<br>**Electrical Current:** 220V/50Hz<br>**Suitable for Hazardous Atmospheres:** Yes<br>**Supplied with Explosion Proof Ducting Length Within:** 4 - 16m |
| 2 | **Inline Foam Inductor**<br>**Flow Rate:** 225 l/min<br>**Proportion Ratio:** 0-1/4%-1/2%-1%-3%-6%<br>**Hose Coupling:** 65mm BIC Male and Female |
| 3 | **Low Expansion Foam Nozzle**<br>**Flow Rate Within:** 225 - 250 l/min<br>**Working Pressure Within:** 3.0 – 10 Bar<br>**Open and Shut Off Device:** Ball Valve<br>**Hose Coupling:** 65mm BIC Male |
| 4 | **Medium Expansion Foam Nozzle**<br>**Flow Rate Within:** 225 - 250 l/min<br>**Working Pressure Within:** 3.0 – 10 Bar<br>**Open and Shut Off Device:** Ball Valve<br>**Hose Coupling:** 65mm BIC Male |
| 5 | **Piercing Nozzle**<br>**Flow Rate Within:** 400 - 1000 l/min<br>**Working Pressure Within:** 3 – 10 Bar<br>**Length:** 1 – 2m<br>**Hose Coupling:** 65mm BIC Male |

### 4. CONTRACT PERIOD

Not applicable.

### 5. STATED QUANTITIES

Please note that all quantities stated in the Schedule of rates of this bid document are based in a quantity of one.



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Due to the nature of this commodity, the bid document will only reflect a quantity of 1 (One) next to each line item. This quantity of 1 (One) is not an indication that the municipality only intends to buy one of each product or make use of a service once. However, the quantity of 1 (One) is not an indication that the municipality is under any obligation to procure all the indicated products or services stated in the Schedule of rates during the duration of the contract.

## 6. DELIVERY

Products as stated on an official Midvaal Local Municipality purchase order needs to be delivered within 8 weeks after the purchase order has been received by the bidder. Purchase orders may be hand delivered, faxed through, or e-mailed.

The delivery address is Midvaal Local Municipality's Fire Station Cnr. Galloway and Johan le Roux Street, Meyerton.

## 7. ALTERNATIVE OFFER SCHEDULE

Not applicable.

## 8. AWARDING OF BIDS

The municipality reserves the right to accept or reject any offer and does not bind itself to accepting any lowest offer.

## 9. CONTRACT PRICE ADJUSTMENTS

This is a once-off transaction.

## 10. PAYMENT OF INVOICES

All valid invoices are to be paid within 30 days from date of receipt by the municipality.

Midvaal Local Municipality will not accept any responsibility for the non-payment of any invoices submitted by a successful bidder(s) if the relevant invoice does not reflect an official municipal order number.

## 11. PERFORMANCE ASSESSMENT

The successful bidder will be required to enter into a performance management agreement, whereby the bidder's performance will be measured and assessed against deliverables.

## 12. MINIMUM REQUIREMENTS

Below are the Documents that must be attached to the bid document.



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| ITEM | MINIMUM REQUIREMENTS | YES | NO |
|---|---|---|---|
| **1.** | Submit a brochure with specifications of tendered items meeting requirements as stated in functionality checklist below. | | |
| **2.** | Complete **Annexure "A"** Certificate of Undertaking. | | |

**NB:** Only bidders found ***to fully comply*** with the above will be further evaluated on technical specifications.

## TECHNICAL SPECIFICATIONS:

| **ITEM 1 – Explosion Proof Plastic Blower** | | | |
|---|---|---|---|
| | | **YES** | **NO** |
| Motor HP | Meet or Exceed 0.33HP | | |
| CFM | Meet or Exceed 600CFM | | |
| Electrical Current | 220V/50Hz | | |
| Insulation | Suitable for hazardous atmospheres | | |
| Ducting | Explosion Proof Ducting between 4 - 16m | | |
| **ITEM 2 – Inline Foam Inductor** | | | |
| | | **YES** | **NO** |
| Flow Rate | 225l/min | | |
| Proportion Ratio | 0-1/4%-1/2%-1%-3%-6% | | |
| **ITEM 3 – Low Expansion Foam Nozzle** | | | |
| | | **YES** | **NO** |
| Flow Rate | Within 225 - 250l/min | | |
| Working Pressure | Within 3 – 10 Bar | | |
| **ITEM 4 – Medium Expansion Foam Nozzle** | | | |
| | | **YES** | **NO** |
| Flow Rate | Within 225 - 250l/min | | |
| Working Pressure | Within 3 – 10 Bar | | |
| **ITEM 5 – Piercing Nozzle** | | | |
| | | **YES** | **NO** |
| Flow Rate | Within 400 - 1000l/min | | |
| Working Pressure | Within 3 – 10 Bar | | |
| Length | Within 1 – 2 Meters | | |

**NB: Only bidders found to *fully comply* with the above will be further evaluated for price and specific goals.**

## 13. EVALUATION OF BIDS

The bid will be evaluated in line with the set specifications, Midvaal Local Municipality's SCM Policy and Preferential Procurement Policy, Preferential Procurement Policy Framework Act 5 of 2000 and its 2022 regulations, as well as any other applicable legislation.

Potential service providers will have to fully comply with the minimum requirements before their financial proposals and specific goals are evaluated.



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## 14. PRICING

Bidders are advised to price their offers according to the pricing schedule provided, no other pricing schedule/ structures/methods will be considered. If a bidder fails to adhere to this, they will not be further evaluated, and they will be disqualified.

Prices below must include transport and other costs which may be incurred by the service provider.



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**PRICING SCHEDULE**

| ITEM NO | DESCRIPTION | QTY | UOM | UNIT PRICE VAT EXCL | PRICE EXCLUDING VAT |
|---|---|---|---|---|---|
| 1 | **Explosion Proof Confined Space Blower** *(As per the specifications)* | 1 | Each | | |
| 2 | **Inline Foam Inductor** *(As per the specifications)* | 1 | Each | | |
| 3 | **Low Expansion Foam Nozzle** *(As per the specifications)* | 1 | Each | | |
| 4 | **Medium Expansion Foam Nozzle** *(As per the specifications)* | 1 | Each | | |
| 5 | **Piercing Nozzle** *(As per the specifications)* | 1 | Each | | |
| | | | | **TOTAL EXCLUSIVE OF VAT** | **R** |
| | | | | **VAT @ 15%** | **R** |
| | | | | **TOTAL INCLUSIVE OF VAT** | **R** |



**Initials:**

## ANNEXURE A

## CERTIFICATE OF UNDERTAKING

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality)

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. All quotations must include 15% VAT *(Where applicable)* and delivery costs to Midvaal Fire Department, Corner Galloway and Johan le Roux Road Meyerton.
2. The tenderer shall assume complete responsibility for the supply of all items in the tender.

MIDVAAL LOCAL MUNICIPALITY

…… ……

Signature Date

…… ……

Position Name of Bidder

## ALTERNATIVES OFFERED

If there are no alternatives to be offered, the Schedule hereunder is to be marked NIL and signed by the Bidder.

Bidders wishing to bid on alternative products that differ from the requested specification may do so, only if a detailed pricelist that includes the name, make, model and price of such items is submitted and attached to this page.

Only ISO/SANS/SABS or items registered with the relevant authority will be considered.

NOT APPLICABLE*

MIDVAAL LOCAL MUNICIPALITY

**SIGNATURE OF BIDDER** **DATE**



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