

# SUPPLY OF GOODS AND SERVICE CONTRACT

## Bid for the supply of services for City Power Johannesburg (SOC) Ltd

**REQUEST FOR BID**

**BID NO: 2647S**

**BID FOR THE INVOICE VENDOR MANAGEMENT PORTAL**

**COMPANY NAME: _____**

**Closing Date: 29 JANUARY 2027**

**Time: 11h00**

40 Heronmere Road
Reuven
Johannesburg

P.O.Box 38766
Booysens
2016

Tel +27(0) 11 490 7000
Fax +27(0) 11 490 7590

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- Municipal Rates and Taxes (Municipal Rates and Taxes (The municipal rates and taxes or municipal charges owed by bidder or any of its directors to the municipality must not be in arrears for more than three months) OR Lease agreement must be duly signed by both the lessor or lessee
- SHERQ Regulations
- Invitation to Bid ( MBD 1)
- Form of Offer / Acceptance
- Pricing Schedule – Firm Prices (MBD 3.1)
- Non-firm prices form (MBD 3.2)
- Declaration of Interest Form ( MBD 4 )
- Declaration for Procurement above R10 000 000 ( MBD 5)
- Preference Claim Form ( MBD 6.1 )
- Declaration Certificate for Local Content (MBD 6.2 )
- Declaration for Purchase of Goods (MBD 7.1)
- Declaration of Bidder's past SCM practices ( MBD 8 )
- Certificate of Independent Bid Determination ( MBD 9 )
- Certified copy of B-BBEE Certificate or Sworn Affidavit signed by the Commissioner of Oath. A consolidated certificate or sworn statement in case of Joint Venture (Failure to attach certificate will lead to non- allocation of points). Refer to evaluation criteria for more information regarding specific goals.
- Valid Tax Clearance Certificate or SARS Pin
- Financial Statements for the past three years
- Central Supplier Database (CSD) Registration Report
- Additional Soft copy of Bid Document must be submitted on Memory Stick

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## 1.1 TENDER NOTICE AND INVITATION TO TENDER

INVITATION TO BID MBD 1

| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF CITY POWER JOHANNESBURG SOC.** | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | 2647S | CLOSING DATE: | 29 JANUARY 2027 | CLOSING TIME: | 11:00 |
| DESCRIPTION | INVOICE VENDOR MANAGEMENT PORTAL | | | | |
| **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)*

| |
|---|
| **City Power Tender Advice Centre** |
| **40 Heronmere Road** |
| **Reuven** |
| **Johannesburg** |
| Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is generally open 24 hours a day, 7 days a week. |

| **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<br>☐ No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | ☐ Yes<br>☐ 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<br>[IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?** | ☐Yes ☐No<br>[IF YES, ANSWER PART 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 | SCM | CONTACT PERSON | TLANGELANI MAPIYEYE |
| CONTACT PERSON | TLANGELANI MAPIYEYE | TELEPHONE NUMBER | 011 490 7248 |
| TELEPHONE NUMBER | 011 490 7248 | FACSIMILE NUMBER | N/A |
| FACSIMILE NUMBER | N/A | E-MAIL ADDRESS | tmapiyeye@citypower.co.za |
| E-MAIL ADDRESS | tmapiyeye@citypower.co.za | | |

# PART B
# TERMS AND CONDITIONS FOR BIDDING

**1. BID SUBMISSION:**

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

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

6.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, 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: ……...

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Municipality / Municipal Entity: City Power**

**Department: Supply Chain Management**

**Contact Person: Tlangelani Mapiyeye**

**Tel: 011 490 7248**

**E-mail: tmapiyeye@citypower.co.za**

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person: Tlangelani Mapiyeye**

**Tel: 011 490 7248**

**E-mail: tmapiyeye@citypower.co.za**

## REPORT FRAUD AND CORRUPTION TO EITHER OF THE FOLLOWING SERVICES.

**TOLL FREE – 0800 002 587**
**FAX – 0800 007 788**
**E-mail: anticorruption@tip-offs.com**

1.2 TENDER DATA

**The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (August 2019). (See WWW.CIDB.ORG.ZA)**
**The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.**
**The CIDB Standard Condition of Tender, as contained in Annex F of the Standard for Uniformity published in August 2019 are included in this document.**

**F1.1 The employer is City Power Johannesburg (SOC) Ltd**

**F1.2 The tender documents issued by the employer comprise:**

**Part 1: Tendering procedure**
1.1 Invitation to Bid ( MBD 1 )
1.2 Tender data
1.3 CIDB Standard conditions of tender (updated August 2019)

**Part 2: Pricing data**
2.1 Pricing instruction
2.2 Firm Prices Form (MBD 3.1)
2.3 Non-firm prices form (MBD 3.2)
2.4 Price Schedule

**Part 3: Agreements and contract data**
**3.1** Form of acceptance
3.2 Contract data
3.3 Formal contract (MBD 7.1)

**Part 4: Returnable documents**
.1 Returnable documents required for evaluation purpose
- Municipal Rates and Taxes (The municipal rates and taxes or municipal charges owed by bidder or any of its directors to the municipality must not be in arrears for more than three months) OR Lease agreement must be duly signed by both the lessor or lessee.
- SHERQ Regulations
- Invitation to Bid ( MBD 1)
- Form of offer / Acceptance
- Pricing Schedule – Firm Prices (MBD 3.1)
- Non-firm prices form (MBD 3.2)
- Declaration of Interest Form ( MBD 4 )
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- Declaration for Purchase of Goods (MBD 7.1)
- Declaration of Bidder's past SCM practices ( MBD 8 )
- Certificate of Independent Bid Determination ( MBD 9 )
- Certified copy of B-BBEE Certificate or Sworn Affidavit signed by the Commissioner of Oath. A consolidated certificate or sworn statement in case of Joint Venture (Failure to attach certificate will lead to non- allocation of points). Refer to evaluation criteria for more information regarding specific goals.
- Valid Tax Clearance Certificate or SARS Pin
- Central Supplier Database (CSD) Registration Report

4.2 Other documents required for evaluation purpose

4.3 Documents that will be incorporated in the contract

**Part 5: Scope of work**

5.1 Evaluation Criteria
5.2 Pricing Schedule (Bill of Quantities)
5.3 Specifications

**F1.4 The employer's agent is:**
**Name: Tlangelani Mapiyeye**
**Address: 40 Heronmere Road, Booysens, Johannesburg**
**Tel: 011 490 7248**
**E-mail: tmapiyeye@citypower.co.za**

**F1.5 The employer's right to accept or reject any tender offer.**

**F1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender, and may cancel the tender process and reject all tender offers at any time before the formation of contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.**

**F2.1 Only those bidders who satisfy the eligibility criteria are eligible to submit tenders and the tenderer, or his principals, is not under any restriction to do business with employer.**

1) ***Bidders should submit the following mandatory documents: (Failure to provide the documents will result in the bidder not being evaluated further)***

- **BOQ must be completed in full, failure to comply will render the submission non-responsive**

**F2.7 Clarification meeting : N/A**

**Location: N/A**

**Date: N/A**

**Starting time: N/A**

**F2.8 Requests for clarification from the employer will be allowed up to five working days before the bid closes and all questions related to the bid should be communicated via email to the buyer responsible for the bid.**

**F2.12 If a tenderer wishes to submit an alternative offer, the only criteria permitted for such alternative offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's agent.**

**Acceptance of an alternative offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.**

**F2.13.2 Return all returnable documents after completing and signing them in their entirely**

**F2.13.3 Parts of each tender offer communicated shall be submitted as an original, plus two copies and a Memory Stick of the whole tender submission**
**F2.13.5 The employer's address for delivery of tender offer and identification details to be shown on each tender offer package are:**

**Location of tender box: City Power Head Office Tender Advice Centre**
**Physical address: 40 Heronmere Road, Reuven**
**Identification details: Tender no: *2647S***
**Postal address: P.O. Box 38766, Booysens, 2016**

**F2.13.6 A two envelope system will not be followed**

**F2.15 The closing time for submission of tender offers is as stated in the Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.**

**F2.16 The tender offer is validity period is 120 days.**

**F2.16.2 The tender must consider extending the validity period if requested by the Purchaser.**

**F3.4 Tender offers/quotes will be opened by City Power SCM unit, in accordance with City Power procurement policy, in the presence of City Power Legal Representative.**

**F3.11.3 Method 2 will be used to evaluate the offers**

**City Power reserves the right to award as follows:**

**A maximum of 1 bidder to be appointed.**

**THE 80/10 PREFERENCE POINT SYSTEMS**

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

**80/10**

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where

*Ps = Points scored for comparative price of tender or offer under consideration;*
*Pt = Comparative price of tender or offer under consideration; and*
*Pmin = Comparative price of lowest acceptable tender or offer.*

**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 | Number of points | Number of points claimed | Number of points claimed |
|---|---|---|---|---|

| | (90/10 system) (To be completed by the organ of state) | allocated (80/20 system) (To be completed by the organ of state) | (90/10 system) (To be completed by the tenderer) | (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|---|
| **Enterprise owned by black people with at least 51% shareholding** | | **8** | | |
| **Enterprise owned by black youth with at least 51% shareholding** | | **5** | | |
| **Enterprise owned by black women with at least 30% shareholding** | | **5** | | |
| **Local suppliers within City Of Johannesburg Geographical area** | | **2** | | |

F3.13.1 Tenders will only be accepted if:

a) The tenderer has in his or her possession an original valid tax clearance certificate or pin issued by the South African Revenue Services or a pin
b) The tenderer is registered with Central System Database ( CSD)
c) The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges
d) The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector
e) The tenderer has not:
    i) Abused the Employer's Supply Chain Management System; or
    ii) Failed to perform on any previous contract and has been given a written notice to this effect
f) Has completed the declaration of Interest Form and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interest of the employer or potentially compromise the tender process.

**1.4 CIDB STANDARD CONDITIONS OF TENDER**

# Annex F
*(normative)*

## Standard Conditions of Tender

### F.1 General

### F.1.1 Actions

**F.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**F.1.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

**F.1.1.3** The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

### F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

### F.1.3 Interpretation

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:
i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
f) **functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

**F.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

**F.1.5 Cancellation and Re-Invitation of Tenders**

**F1.5.1** An organ of state may, prior to the award of the tender, cancel a tender if-
(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
(b) funds are no longer available to cover the total envisaged expenditure; or
(c) no acceptable tenders are received.
**F1.5.2** The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

**F.1.6 Procurement procedures**

**F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

**F.1.6.2 Competitive negotiation procedure**

**F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or

additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

**F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
**F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

**F.1.6.3 Proposal procedure using the two stage-system**

**F.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

**F.1.6.3.2 Option 2**

**F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**F.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

**F.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer
.
**F.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

**F.2.2 Cost of tendering**

**F2.2.1** Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**F2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
**F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

**F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

**F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

**F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

**F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least two weeks before the closing time stated in the tender data.

**F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

**F.2.10 Pricing the tender offer**

**F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**F2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide prices that are fixed for the duration of the contract.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**F.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

**F.2.12 Alternative tender offers**

**F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

**F.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

**F.2.13 Submitting a tender offer**

**F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked —financial proposalǁ and place the remaining returnable documents in an envelope marked —technical proposalǁ. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

**F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

**F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

**F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

**F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as —SUBSTITUTE.

**F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
***Note:*** *Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

**F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

**F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

**F.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**F.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

**F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

**F.3 The employer's undertakings**

**F.3.1 Respond to requests from the tenderer**

**F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

**F.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

**F.3.4 Opening of tender submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened
.
**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its B-BBEE status level and time for completion for the main tender offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

### F.3.5 Two-envelope system

**F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**F.3.5.2** Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality, stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on B-BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### F.3.8 Test for responsiveness

**F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

a) complies with the requirements of these Conditions of Tender,
b) has been properly and fully completed and signed, and
c) is responsive to the other requirements of the tender documents.

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer*'s* opinion, would:

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work*,*
b) significantly change the Employer*'s* or the tenderer's risks and responsibilities under the contract, or
c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### F.3.9 Arithmetical errors, omissions and discrepancies

**F.3.9.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

a) the gross misplacement of the decimal point in any unit rate;
b) omissions made in completing the pricing schedule or bills of quantities; or
c) arithmetic errors in:

i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
ii) the summation of the prices.

**F3.9.2** The employer must correct the arithmetical errors in the following manner:

a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.

b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

### F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### F.3.11 Evaluation of tender offers

#### F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data described below:

| | |
|---|---|
| Method 1:<br>Financial offer | 1. Rank tender offers from the most favourable to the least favourable comparative offer.<br>2. Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so. |
| Method 2:<br>Financial offer and Preferences | 1.Score tender evaluation points for financial offer<br>2. Confirm that tenderers are eligible for the preferences claimed and if so, score Tender evaluation points for preferencing<br>3) Calculate total tender evaluation points.<br>4. Rank tender offers from the highest number of tender evaluation points to the lowest.<br>5) Recommend tenderer with the highest number of tender evaluation points for The award of the contract, unless there are compelling and justifiable reasons not to do so. |
| Method 3:<br>Financial offer and Quality | 1.Score quality, rejecting all tender offers that fail to score the minimum number of points for Quality stated in the Tender data<br>2. Score tender evaluation points for financial offer<br>3. Calculate total tender evaluation points<br>4. Rank tender offers from the highest number of tender evaluation to the lowest<br>5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. |
| Method 4:<br>Financial offer, quality And preferences Preferences | 1.Score quality, rejecting all tender offers that fail to score the minimum number of points for Quality stated in the Tender data.<br>2. Score tender evaluation points for financial offer.<br>3. Confirm that tenderers are eligible for the preferences claimed, and if so, score |

| | |
|---|---|
| | tender evaluation points for preferencing.<br>3. Calculate total tender evaluation points.<br>4. Rank tender offers from the highest number of tender evaluation to the lowest.<br>5) Rank tender offers from the highest number of tender evaluation points to the lowest.<br>6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. |

Where:
Pm = the comparative offer of the most favourable tender offer.
P = the comparative offer of tender offer under consideration.

**F.3.11.3 Scoring quality (functionality)**

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

### F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer*'s* information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

### F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
c) has the legal capacity to enter into the contract,
d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
e) complies with the legal requirements, if any, stated in the tender data, and
f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### F.3.14 Prepare contract documents

**F.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

a) addenda issued during the tender period,
b) inclusion of some of the returnable documents, and
c) other revisions agreed between the employer and the successful tenderer.

**F.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

### F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

### F.3.16 Notice to unsuccessful tenderers

**F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

**F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

### F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

### F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

### F3.19 Transparency in the procurement process

**F3.19.1** The CIDB prescripts require that tenders must be advertised and be registered on the CIDB i-Tender system.

**F3.19.2** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

**F3.19.3** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

**F3.19.4** The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

**F3.19.5** The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

**F3.19.6** Consultative Forum must be an independent structure from the bid committees.

**F3.19.7** The information must be published on the employer's website.

**F 3.19.8** Records of such disclosed information must be retained for audit purposes.

# PRICING SCHEDULE – FIRM PRICES
# (PURCHASES)

**NOTE:** **ONLY FIRM PRICES WILL BE ACCEPTED , NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATE OF EXCHANGE ,VARIATION WILL NOT BE CONSIDERED)**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder…….....Bid Number……...

Closing Time …….……Closing Date ……...

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

_____

_

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) |
|---|---|---|---|
| **1** | **1** | **Cost per unit** | **R** |

**Note:**

- Required by: …….
- At: …….
- Brand and Model …….
- Country of Origin …….
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) …….
- Period required for delivery …….
- Delivery basis …….

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

# PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

| | |
|---|---|
| Name of Bidder…… | Bid number…… |
| Closing Time …… | Closing Date …… |

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCUDED) |
|---|---|---|---|
| **1** | | **Cost per unit** | **R** |

**Note:**

- Required by: ……..
- At: ……..
- Brand and Model ……..
- Country of Origin ……..
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) ……..
- Period required for delivery ……..
- Delivery basis ……

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

## PRICE ADJUSTMENTS

### A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt\left( D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{R4t}{R4o} \right) + VPt$$

Where:

| | | |
|---|---|---|
| Pa | = | The new escalated price to be calculated. |
| (1-V) Pt | = | 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.** |
| D1, D2.. | = | Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2…etc. must add up to 100%. |
| R1t, R2t…… | = | Index figure obtained from new index (depends on the number of factors used). |
| R1o, R2o | = | Index figure at time of bidding. |
| VPt | = | 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations. |

3. The following index/indices must be used to calculate your bid price:

   Index……. Dated…….Index……. Dated……. Index……. Dated…….

   Index……. Dated…….Index……. Dated……. Index……. Dated…….

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

| FACTOR<br>(D1, D2 etc. eg. Labour, transport etc.) | PERCENTAGE OF BID PRICE |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

## B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

| PARTICULARS OF FINANCIAL INSTITUTION | ITEM NO | PRICE | CURRENCY | RATE | PORTION OF PRICE SUBJECT TO ROE | AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD |
|---|---|---|---|---|---|---|
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

| AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD: | DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE | DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE | DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

## PART 3: AGREEMENTS AND CONTRACT DATA

### 3.1 FORM OF OFFER

The Chief Executive Officer
CITY POWER Johannesburg
Reuven, JOHANNESBURG

SIR, I (or We), the undersigned hereby BID and should this BID be accepted, undertake to supply and deliver the GOODS AND SERVICES as described and referred to in the Specification, Schedule of Quantities, Drawings and Schedule of Prices Conditions of Contract, and have no objection to enter into the formal Contract with the said City Power, embodying the said Conditions of Contract, Specifications, Schedule of Quantities, Drawings and Schedule of Prices, in consideration of the sum (Inclusive of Value Added Tax) section of the scope as indicated under the headings below.

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | . | | |
| | | | | | | | | | | | | | | **Amount in Figures (VAT Incl.)** |

| | |
|---|---|
| | **Amount in Words** |
| | |

based on the provisional quantities specified and unit rates incorporated by me (or us) in the said Schedule of Quantities and Schedule of Prices or such other sum as may be ascertained in accordance with the aforementioned documents.

| | | |
|---|---|---|
| | | |
| Name of Authorised Person | Signature of Authorised Person | Date |

If the Bidder is a Company, Corporation or Firm, state by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney, or otherwise.

I (We) _____ am (are) authorised to enter into this contract on behalf of

_____ by virtue of _____

dated the _____ day of _____ 20____, a certified copy of which is attached to this BID.

WITNESSES: _____ _____

Signature Date

# CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

## PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)……..……..in accordance with the requirements and specifications stipulated in bid number……..…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of 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;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - 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) Other (specify)

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 goods and/or works 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 full 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 fulfillment 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 ……..……..

2. ……

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

## PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I……in, my, capacity as……..……..…..accept your bid under reference number……..……dated……for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| **ITEM NO.** | **PRICE (ALL APPLICABLE TAXES INCLUDED)** | **BRAND** | **DELIVERY PERIOD** | **B-BBEE STATUS LEVEL OF CONTRIBUTION** | **MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)** |
|---|---|---|---|---|---|
| | | | | | |

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

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE …….

OFFICIAL STAMP

WITNESSES

1. …….

2. …….

DATE …….

## 3.2 CONTRACT DATA

### 3.2.1 PURCHASE PRICE

3.2.1 The Purchase Price shall be the amount set out in the PURCHASE ORDER.

3.2.2 Unless otherwise stipulated in the PURCHASE ORDER, no additional costs of whatever nature shall be payable by CITY POWER.

3.2.3 VAT shall be deemed to be included from the Purchase Price.

3.2.4 All other taxes payable in respect of the items stipulated on the PURCHASE ORDER shall be deemed to be included in the Purchase Price.

3.2.5 PURCHASE ORDERS placed on a “Price to be Agreed” (PTBA), “Estimated Price” or “Price Subject to Adjustment” basis, are issued on the condition that CITY POWER shall be advised, in writing, of the details of the proposed Purchase Price prior to execution of the order CITY POWER may demand, prior to payment, that the price computation be substantiated by documentary evidence.

### 3.3 TERMS OF PAYMENT

CITY POWER payment terms are 30 days from the date of receipt of the invoice and statement of account.

### 3.4 METHOD OF PAYMENT

3.4.1 SUPPLIER must elect payment by cheque or electronic fund transfer for the purpose of a contract within 14 (fourteen) days of a purchase order being awarded. SUPPLIER must exercise its choice in writing and submit it to CITY POWER’s Financial Department, failing which all payments in terms of this contract will be by cheque. The onus is on the SUPPLIER to ensure that the Financial Department has received and recorded its choice in this regard.

3.4.2 The method of payment elected by SUPPLIER may only be altered with CITY POWER’s consent.

3.4.3 If payment is made by cheque, same will be posted.

3.4.4 SUPPLIER assumes the entire risk in cheques from the moment of posting and CITY POWER’s liability is deemed to be met when the cheque is posted.

3.4.5 If cheque(s) will be delivered by hand to SUPPLIER or be collected from CITY POWER by SUPPLIER or its representative. The receiver should acknowledge the receipt.

3.4.6 SUPPLIER shall ensure that CITY POWER at all times has the correct banking information of SUPPLIER in order to make an electronic fund transfer, by submitting a cancelled cheque and a letterhead to:

FINANCIAL ACCOUNTANT
FINANCIAL DEPARTMENT
CITY POWER
P.O. BOX 38766
BOOYSENS
2016

If any aspect of SUPPLIER’s banking information changes, SUPPLIER shall timeously inform CITY POWER in writing of such changes.
SUPPLIER assumes the entire risk of incorrect electronic fund transfers arising from changes in SUPPLIER’s banking information.

3.4.7 Settlement discount as agreed upon and stated in the contract will be deducted from payment.

## 3.5 INVOICING

3.5.1 Invoices shall comply with the VAT Act, failing which payment will not be made.

3.5.2 All invoices, monthly statements and other related documentation must be submitted to:

THE FINANCIAL DEPARTMENT
CITY POWER
P.O. BOX 38766
BOOYSENS
2016

3.5.3 SUPPLIERS invoice(s) shall be fully detailed in respect of:

3.5.3.1 Information

- The CITY POWER Purchase Order Number.
- The full description of item(s) to which the invoice(s) relate(s)
- A unique Invoice Number.
- Date of issue of the invoice.
- Company/Close Corporation Registration Number
- VAT Registration Number
- Delivery Notes Number

3.5.3.2 Value Added Tax

- Amount of VAT.
- In the event of VAT being levied at differentiated rates, each rate invoiced.

3.5.3.3 Structure of Invoice

- Total value of GOODS AND SERVICES excluding VAT
- VAT on amount payable
- Total amount payable
- Comments if applicable
- Settlement Discount … %

## 3.6 STATEMENT OF ACCOUNTS

3.6.1 SUPPLIER shall submit an original monthly statement to the Financial Department by not later than the 10th day of the month following the month in which the GOODS AND SERVICES were delivered.

3.6.2 Said statement must reflect the following:

- Opening balance (which shall be the closing balance of the immediate preceding statement).
- Add: Amount of the current month's invoices
  Debit notes
  (Detailed as per document number)
- Deduct: Credit notes
  Payments received during month
  Settlement discounts allowed
  (Detailed as per document number)
- Closing balance

## 3.7 ORIGINAL DOCUMENTS

SUPPLIER must submit original invoices, debit/credit notes, for GOODS AND SERVICES supplied and relevant information or documentation and monthly statements. Faxed documents will not be accepted and processed for payment.

## 3.8 SET OFF

CITY POWER may deduct any amount owed by the SUPPLIER to CITY POWER from any liquidated and fully due amount owed by CITY POWER to SUPPLIER.

## 3.9 STANDARD COMMERCIAL TERMS AND CONDITIONS

### 3.9.1 ENTIRE CONTRACT

The CONTRACT constitutes the entire CONTRACT between the parties and all previous negotiations, proposals and writings pertaining to the procurement of GOODS AND SERVICES or the subject matter thereof are superseded by this CONTRACT as are SUPPLIERS terms and conditions contained in any of its documentation, invoices and/or delivery notes.

### 3.9.2 SUPPLY OF GOODS AND

SUPPLIER shall supply the GOODS AND SERVICES as specified in the PURCHASE ORDER in accordance with these Standard Commercial Terms for Procurement of GOODS AND SERVICES.

### 3.9.3 QUOTATIONS

3.9.3.1 **SIGNED AND ACCEPTED IN WRITING:**

3.9.3.1.1 Quotations in response to a request by CITY POWER shall be in writing when requested and be signed by the SUPPLIER.

3.9.3.1.2 The quotation must be signed by an authorised representative of the SUPPLIER.

3.9.3.1.3 Failure to sign the quotation will invalidate the quotation.

3.9.3.1.4 CITY POWER does not hold itself liable to be bound by any agreement, arrangement or order for the procurement of GOODS AND SERVICES, not entered into by and on behalf of CITY POWER by authorised CITY POWER Procurement and Supply Management personnel.

3.9.3.1.5 The representative of the SUPPLIER signing the quotation warrants his/her authority by his/her signature on the quotation.

3.9.3.1.6 Unless otherwise advised, only written acceptance of a quotation, by means of a Purchase Order, by an authorised CITY POWER Official shall be valid.

## 3.10 TERMS AND CONDITIONS:

3.10.1 CITY POWER reserves the right to adjust arithmetical errors in quotations. CITY POWER will not accept any liability whatsoever for errors in quotations.

3.10.2 The SUPPLIER must prepare and submit its quotations at its own expense.

3.10.3 CITY POWER reserves the right to invite quotations from several potential SUPPLIERS for the supply of GOODS AND SERVICES.

3.10.4 CITY POWER may in its discretion accept or reject quotations without furnishing reasons.

3.10.5 CITY POWER may accept any part of or an item of a quotation without being obliged to accept such quotation in its entirety.

3.10.6 Notwithstanding clause 4.3.1.5, whoever submits an accepted quotation, shall satisfy CITY POWER, if so required by CITY POWER, in the manner and detail required:

3.10.6.1 As to the authority of the person who signed the quotation and the SUPPLIER's legal capacity to enter into a CONTRACT;

3.10.6.2 As to the SUPPLIER's capability (financially, technically and otherwise) to successfully supply the GOODS AND SERVICES in accordance with the specifications of the GOODS AND SERVICES.

3.10.7 For purposes of making an offer and acceptance thereof the parties agree that the following shall be deemed as acceptable in execution thereof.

-Facsimile Message delivered by CITY POWER

3.10.8 An offer shall be deemed to be accepted upon the terms and conditions contained in the CONTRACT as Follows

3.10.8.1 Facsimile Message - Successful despatch per facsimile confirmed by CITY POWER's fax transmission report.

3.10.9 It is the responsibility of the SUPPLIER to ensure that their sets of documents relating to the GOODS AND SERVICES are complete and legible, and if not, SUPPLIER must apply to CITY POWER for the required documents of portions thereof. CITY POWER will not accept any liability whatsoever for errors in quotations if the SUPPLIER has failed to perform its obligation in terms thereof.

3.10.10 Both parties undertake to act only on the basis of utmost good faith and trust in the execution of this CONTRACT. Should the SUPPLIER commit any act which compromise or may compromise such relationship, or which is contrary to CITY POWER's Commercial Ethics with which the SUPPLIER declares itself fully familiar then CITY POWER shall be entitled, notwithstanding the provisions of clause 4.15, to terminate this CONTRACT forthwith.

3.10.11 DISCREPANCY IN DESCRIPTION

The SUPPLIER shall immediately inform the relevant Procurement Officer of any discrepancy or ambiguity between the Request for Quotation and the PURCHASE ORDER with respect to the description, dimension or quantities in the PURCHASE ORDER prior to executing the PURCHASE ORDER, failing which the SUPPLIER shall indemnify CITY POWER against any and all damages arising as a result thereof.

## 3.11 DELIVERY AND INSPECTION UPON DELIVERY

3.11.1 **DELIVERY**

3.11.1.1 The SUPPLIER rendering the GOODS AND SERVICES to be done in terms of the PURCHASE ORDER to CITY POWER as specified by the project engineer during the hours stipulated in 3.11.1.2. CITY POWER reserves the right to withdraw SUPPLIER's permits should SUPPLIER not adhere hereto.

3.11.1.2 The GOODS AND SERVICES shall be done during normal working hours at the following times:
Monday – Friday: 08:00 to 17:00

3.11.1.3 In the event that delivery of the GOODS AND SERVICES can only be effected outside of the above stipulated times, the CITY POWER Project co-ordinator shall be contacted.

3.11.1.4 SUPPLIER must ensure that the GOODS AND SERVICES are accompanied by the works completion certificate with a valid CITY POWER purchase order number failing which CITY POWER will not accept the GOODS AND SERVICES. The GOODS AND SERVICES must physically be identifiable per PURCHASE ORDER and line number, failing which no acceptance of the GOODS AND SERVICES can and will be made. In the event that SUPPLIER delivers the GOODS AND SERVICES by sub-contractor, SUPPLIER must ensure that its official works completion certificate accompanies the GOODS AND SERVICES as the sub contractor's documentation shall not be acceptable. The GOODS AND SERVICES shall be provisionally accepted upon delivery and such provisional acceptance shall be indicated on the works completion certificate by CITY POWER.

3.11.1.5 In the event that the GOODS AND SERVICES are not rendered in accordance with the Standard Commercial Terms of Procurement of GOODS AND SERVICES and the CONTRACT, CITY POWER shall be entitled to withhold payment.

3.11.1.6 SUPPLIER must submit its invoices to the Financial Department as indicated in clause 3.5. The project co-ordinator shall not direct invoices to the Financial Department. CITY POWER shall not be responsible for delays in payment emanating as a result of incorrect submission of invoices or incorrect invoicing procedures followed by the SUPPLIER and no interest shall accrue on such outstanding amounts due the SUPPLIER.

### 3.11.2 INSPECTION UPON DELIVERY

3.11.2.1 CITY POWER shall inspect the GOODS AND SERVICES upon receipt thereof on site with a signed works completion certificate.

3.11.2.2 GOODS AND SERVICES shall be subject to one or more of the following inspections, whatever the case may be and whichever may be applicable, under the circumstances
- Statutory
- Technical in accordance with applicable specifications
- Visual
- Statutory and Technical inspection shall take place within 3 (three) business days from date of delivery.

3.11.2.3 Where GOODS AND SERVICES are subject to statutory, technical and visual inspections, the GOODS AND SERVICES will:

- be provisionally accepted upon delivery and such provisional acceptance shall be indicated by CITY POWER on the works completion certificate.

3.11.2.4 In the event that the GOODS AND SERVICES are rejected after either a statutory, technical or visual inspection, CITY POWER shall notify the SUPPLIER verbally or in writing

of such rejection and the GOODS AND SERVICES must be rectified by the SUPPLIER within 7 (seven) business days of receipt of notice of the rejection. Should the SUPPLIER not rectify the DEFECTS within 7 (seven) days, CITY POWER shall notify the SUPPLIER in writing that the GOODS AND SERVICES have not been rectified.

3.11.2.5 CITY POWER reserves the right to rectify the GOODS AND SERVICES should the DEFECTS not be rectified within the above-specified period. CITY POWER shall supply the SUPPLIER with the following documentation:
- Dispatch Advice
- Non-conformance Report, stating the reason for the non-acceptance of the GOODS AND SERVICES,
- Any certification documentation, which accompanied the GOODS AND SERVICES.

## 3.12 INSPECTION OF GOODS AND SERVICES

3.12.1 CITY POWER shall be entitled to inspect the GOODS AND SERVICES to be performed in terms of a CONTRACT

.

3.12.2 Failure to inspect the GOODS AND SERVICES shall in no way impair and prejudice any of CITY POWER's rights set out in clause 3.11.2 hereunder nor be deemed to constitute acceptance of the GOODS AND SERVICES by CITY POWER.

## 3.11 RISK AND INSURANCE

## 3.12.1 RISK

All risk in the GOODS AND SERVICES which are to be rendered by the SUPPLIER, shall remain with the SUPPLIER until delivery and commissioning of said GOODS AND SERVICES has been made to the point of delivery as stated in the PURCHASE ORDER or clause 4.6 of this CONTRACT and the works completion form signed and accepted by the designated CITY POWER official, at which point the risk shall pass to CITY POWER.

## 3.12.2 INSURANCE

a) The minimum limit of indemnity for insurance in respect of loss or damage to property (except the works, Plant, Machinery and Equipment) and liability for bodily injury to or death of a person (*not an employee of the Contractor*) caused by activity in connection with this contract for any one event is R5m
b) The contractor is liable for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out and in the course of their employment in connection with this contract.
c) The insurance against loss of or damage to the *works*, Plant and Materials which includes cover for Plant and Materials provided by the *Employer* for an amount of R50m. The *Contractor is liable* for any amount exceeding R50m.

## 3.13 WARRANTIES

The SUPPLIER warrants that the GOODS AND SERVICES supplied by it in terms of the PURCHASE ORDER complies with the specifications of the GOODS AND SERVICES as stipulated in the CONTRACT.

## 3.14. COMMUNICATIONS

The SUPPLIER must indicate the PURCHASE ORDER number on all its documentation which shall include but not be limited to, invoices, delivery notes, consignment notes, bills of lading, packing lists, packaging and communications, failure to do so will result in delayed payment. No interest will accumulate in respect of such payments and settlement discount shall still be deducted.

## 3.15. FORCE MAJEURE

3.16.1 Should circumstances which were not foreseeable with reasonable foresight or avoidable with reasonable care ("circumstances"), arise (or be reasonably anticipated) and delay, (or have the potential to delay) performance, (whether in whole or in part) or make performance, (whether in whole or in part) impossible, the party who's performance is affected, (or who's performance may be affected) ("affected party") shall forthwith, in good faith and by the most expeditious means, notify the other party in writing of:

3.16.1.1 the cause(s), nature and extent of the circumstances;

3.16.1.2 the expected duration of the circumstances;

3.16.1.3 the extent to which the performance will be affected.

3.16.2 If the circumstances change after the affected party has notified the other party in accordance with clause 4.11.1, the affected party shall forthwith, in good faith and by the most expeditious means inform the other party of such changes and keep the other party updated on such changes.

3.16.3 Subject to paragraphs 3.16.1 and 3.16.2 the circumstances shall NOT terminate the CONTRACT between the parties or absolve the affected party from performance.

3.16.3.1 Should the circumstances make the agreed performance impossible, the affected party shall, having regard to all relevant factors, as soon as possible and in good faith submit proposals for alternatives to the other party. Such proposals shall be in sufficient detail(s) to enable the other party to technically and financially assess the alternative(s) and to decide whether any alternative is acceptable.

3.16.3.2 Should there be no alternative acceptable to the other party, it may elect to cancel the CONTRACT.

3.16.4 Should the circumstances delay the agreed performance?

3.16.4.1 the affected party shall forthwith and in good faith take all reasonable steps to mitigate the delay and to recover lost time, and

3.16.4.2 having regard to all relevant factors and in good faith notify the other party as soon as possible of the steps to be taken to mitigate the delay and recover lost time and keep the other party updated on changes and progress thereof;

3.16.4.3 the other party may, if the extent to which the delay may be mitigated and lost time be recovered are unacceptable to it, elect to cancel the CONTRACT.

3.16.5 Neither of the parties shall have any claim, arising from the circumstances, on the other.

3.16.6 Without limiting the generality and intention of clause 3.16.1 in any way, the circumstances may include, without being limited thereto:

- Acts of God;
- War, riots, civil- or military insurrection and like political happenings;
- Natural disasters such as earthquakes, fire, storms and floods;
- Governmental acts or omissions;

- Terrorism or sabotage;
- Labour unrest such as strikes and lockouts.

## 3.17 ADDITIONS AND OMISSIONS

3.17.1 The AGREEMENT may only be amended in writing by "Change Order" under signature of the parties and SUPPLIER shall only react to written amendments.

3.17.2 No amendment shall be valid unless it is signed on behalf of CITY POWER by:

3.17.2.1 A duly authorised commercial officer or his/her superior.

3.17.3 Terms and conditions in SUPPLIER's documentation, which conflict with the contents hereof, shall be of no force or effect.

## 3.18 CONCESSIONS

3.18.1 Concessions made by CITY POWER shall not prejudice its rights.

## 3.19 DISPUTE RESOLUTION

3.19.1 Should any dispute arise at any time and in any way in connection with this CONTRACT, the dispute will be referred to contracting parties nominated senior management to resolve the dispute within ten (7) days after referral of the dispute to them.

3.19.2 Should the PARTIES fail to resolve the dispute or difference within the aforesaid period or such longer period as the PARTIES may agree, such dispute shall be determined by arbitration in terms of the following:

3.19.2.1 Within 3 (three) days after the negotiations in paragraph 3.19.1. became deadlocked, CITY POWER and SUPPLIER shall by negotiating in good faith, agree on a arbitrator, failing which either may refer the matter to Arbitration Board of South Africa for appointment.

3.19.2.2 The PARTIES shall within 14 (fourteen) days of the appointment of the arbitrator or such other period as the arbitrator considers reasonable, submit written representations to him. Thereafter the arbitrator shall give his determination in writing and furnish CITY POWER and the SUPPLIER each with a copy thereof, provided that the arbitrator may, in his discretion, convene a hearing of the parties and their witnesses or accept further representations from the PARTIES, before giving his determination.

3.19.2.3 The cost of appointment of the arbitration, whatever the case may be shall be determined by the arbitrator hearing the dispute.

3.19.2.4 The appointment of an arbitrator shall be in no way prejudice the rights that either party have to institute legal proceedings in a competent Court of Law with jurisdiction over the subject matter.

## 3.20 TERMINATION

3.20.1 In the event that the GOODS AND SERVICES stipulated in the PURCHASE ORDER:

- not conform to the provisions of the order;
- be defective in any way;
- not be delivered by the stipulated date of performance

CITY POWER shall be entitled to:

- cancel the order, either wholly or in part and claim any damages it may have suffered as a result thereof;
- demand that the rejected GOODS AND SERVICES be re-done at no cost to CITY POWER.

3.20.2 CITY POWER may in its sole and unfettered discretion, unless agreed to otherwise in writing, and at Any time, with or without cause, terminate the agreement by written notice to SUPPLIER.

3.20.2.1 Unless otherwise agreed in writing such termination shall become effective 3 (three) business days after date on which SUPPLIER is notified in writing of the termination.

3.20.2.2 Should either of the parties fail to comply with the terms and conditions of this agreement and remain in default for 3 (three) days or any other period as agreed to by the parties after having been given notice to remedy the default, then the other party may cancel this agreement without further notice.

3.20.2.3 Should CITY POWER, at any time, have reason to suspect that SUPPLIER is no longer capable (financially, technically or otherwise) of supplying the GOODS AND SERVICES, then CITY POWER may cancel this agreement in terms of 3.20.2.1

3.20.2.4 Cancellation in terms of 3.20.2.1 shall be without prejudice to the cancelling party's other rights.

3.20.2.5 If CITY POWER cancels this agreement in terms of 3.20.2.1, it shall be entitled to retain all Monies due to SUPPLIER until such time as the WORK is completed.

3.20.3 Time is of the essence to the extent that it goes to the root of agreements be between CITY POWER and SUPPLIER in respect of the delivery date of the GOODS AND SERVICES, and entitles CITY POWER to cancel in terms of Clause 3.20.

## 3.21 CESSIONS

3.21.1 SUPPLIER shall not cede, assign, factorise or otherwise make over its right, or obligations, or any part or aspect thereof, in terms of any agreement with CITY POWER, unless consented to in writing by CITY POWER.

3.21.2 SUPPLIER shall in no way encumber its rights or obligations in terms of any agreement with CITY POWER.

3.21.3 Should the SUPPLIER be taken over, or should control of the SUPPLIER pass to anybody other than those disclosed to CITY POWER, then CITY POWER may at its discretion cancel the agreement without prior notice.

3.21.4 SUPPLIER shall immediately advise CITY POWER, in writing, of any actual or proposed transfer of ownership, passing of or change of directors, partners or other stakeholders.

## 3.22 CONFIDENTIALITY

3.22.1 SUPPLIER hereby undertakes not to disclose, in whole or in part, any Confidential Information to anybody without the express prior written approval thereto by CITY POWER.

3.22.2 The SUPPLIER shall restrict access to the Confidential Information only to a limited number of its employees, officers, agents or associates and directors (“representatives”) who have a clear need to know the same for the purpose of this Contract.

3.22.3 The SUPPLIER shall be responsible for ensuring that all representatives are underwritten obligation of sufficient scope to obligate them to comply with the terms and conditions of this Contract.

3.22.4 The Confidential Information shall remain the property of CITY POWER and CITY POWER may demand the return thereof at any time upon giving written notice to the SUPPLIER. Within 30 days of receipt of such notice, the SUPPLIER shall return all of the original Confidential Information and shall destroy all copies and reproductions (including in electronic form) in its possession and in the possession of its representatives to whom it was disclosed pursuant to this Contract. The SUPPLIER may however retain one copy of the Confidential Information in its confidential legal files for the sole purpose of identifying and maintaining its obligations under this Contract.

3.22.5 Without derogating from the generality of the foregoing, SUPPLIER hereby binds itself not to do anything, directly or indirectly, which will or may prejudicially affect CITY POWER's position in the markets, local and international.

3.22.6 Each party shall, in respect of information received from the other, employ the same methods and endeavours to prevent such information becoming known to others as they do in respect of their own.

3.22.7 Should there be a breach of the provisions of clause 3.22.1, 3.22.2, 3.22.3, 3.22.4 or 3.22.6 of this CONTRACT, CITY POWER shall, without limiting any other rights that it might have, be entitled to forthwith cancel any CONTRACT that it has with SUPPLIER.

## 3.23 TRANSPORT

3.23.1 SUPPLIER shall arrange transport in accordance with CITY POWER's instructions which shall be obtained in good time before the transport is required; however CITY POWER may elect to arrange transport.

## 3.24 FOREIGN CURRENCY

3.24.1 SUPPLIER shall arrange forward cover for foreign currency, in accordance with CITY POWER's instructions, however CITY POWER may elect to arrange forward cover for foreign currency.

## 3.25 JURISDICTION

3.25.1 The parties consent to the jurisdiction of the Magistrates Court in proceedings arising from the CONTRACT.

3.25.2 The above consent is without prejudice to the right of either of the parties to institute proceedings in any other South African court of competent jurisdiction, at will.

## 3.26 LABOUR RELATIONS

3.26.1 CITY POWER practices labour relations in the spirit of its Mission.

3.26.3 SUPPLIER shall do nothing to the detriment of CITY POWER's labour relations or which may prejudice harmonious labour relations on CITY POWER's premises, regardless of whether CITY POWER's labour or the labour of others are involved.

3.26.4 SUPPLIER shall not recruit personnel:

3.26.4.1 in the employ of CITY POWER or any of its other SUPPLIERS/CONTRACTORS, or their SUB-CONTRACTORS,

3.26.4.2 anywhere on CITY POWER's premises without CITY POWER's consent which shall be obtained beforehand in writing.

3.26.5 Should SUPPLIER experience any labour disharmony which may have an impact on CITY POWER's operation or SUPPLIER's supply of the GOODS AND SERVICES it shall immediately inform CITY POWER thereof and keep it informed.

## 3.27 COMPLIANCE WITH LAW AND CITY POWER'S RULES

3.27.1 SUPPLIER shall comply with the law.

3.27.2 Without limiting the generality of 3.26.1, SUPPLIER shall in particular comply with:

3.27.2.1 all laws relating to Security, Safety, Occupational Health and Environment;

3.27.2.2 **CITY POWER'S SAFETY AND HEALTH REQUIREMENTS i.e.**

1. CITY POWER maintains high standards with respect to Safety and Health.
2. SUPPLIER may enter areas which may be hazardous.
3. In order to maintain Safety Standards, SUPPLIER shall at all times fully comply with the provisions of the provisions of the Occupational Health and Safety Act 85 of 1993, as amended and all regulations published therewith.
4. No delivery SUPPLIER may enter the premises without a guide.
5. All hazardous materials must be delivered with Safety Data Sheets.
6. If any delivery must take place after hours, the standby person of the Plant or Standby from Procurement and Supply Management must guide the truck to the correct place.
7. After the delivery has been completed it is the responsibility of the guide to ensure that the truck is guided out to the Secondary area.

3.27.2.3 The latest revision of all CITY POWER's rules and in particular those relating to Security, Safety, Occupational Health and Environment which SUPPLIER admits it is fully acquainted with,

3.27.2.4 The successful bidder would be required to submit a signed written agreement with CITY POWER on occupational health and safety regulations in accordance with the provision of Section 37 (2) of the Occupational Health and Safety Act 85 of 1993.

3.27.3 SUPPLIER must acquaint itself with CITY POWER's Procurement Policy that is available on request.

## 3.28 NON-EXCLUSIVITY

CITY POWER shall not in any way be precluded from contracting with any other party the supply of the GOODS AND SERVICES during performance of or after expiration of this agreement.

## 3.29 CONFLICT OF LAWS

The provision of this CONTRACT shall be governed by South African Law and the parties agree to the inclusive jurisdiction of South African courts.

## 3.30 PENALTY CLAUSE

3.30.1 CITY POWER may deduct from the Contract Price of the GOODS AND SERVICES concerned an amount equal to 0.5% of outstanding purchase order value for each day beyond the specified delivery time.

3.30.2 In the event that the supplier fails to perform and the penalty clause is imposed for a period of more than four
weeks, CITY POWER shall terminate the agreement with immediate effect. The SUPPLIER shall not be entitled to claim for damages or for outstanding amount after the aforesaid termination.

3.30.3 CITY POWER may in its sole and absolute discretion, obtain the GOODS AND SERVICES from other suppliers and provided that the failure to perform is not attributable to any of the circumstances set out in the vis major or casus fortuitous clause, CITY POWER may recover from SUPPLIER any amount by which the price so paid exceeds of the Contract Price of the GOODS AND SERVICES concerned. The cost to CITY POWER if any of collection of GOODS AND SERVICES shall be taken into account in determining the amount of any such excess.

## PART 4: RETURNABLE DOCUMENTS

### 4.1 RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

- Municipal Rates and Taxes (The municipal rates and taxes or municipal charges owed by **bidder or any of its directors** to the municipality must not be in arrears for more than three months) OR Lease agreement must be duly signed by both the lessor or lessee
- SHERQ Regulations
- Invitation to Bid ( MBD 1)
- Form of Offer / Acceptance
- Pricing Schedule – Firm Prices (MBD 3.1)
- Non-firm prices form (MBD 3.2)
- Declaration of Interest Form ( MBD 4 )
- Declaration for Procurement above R10 000 000 ( MBD 5 )
- Preference Claim Form ( MBD 6.1 )
- Declaration Certificate for Local Content ( MBD 6.2 )
- Declaration for Purchase of Goods (MBD 7.1)
- Declaration of Bidder's past SCM practices ( MBD 8 )
- Certificate of Independent Bid Determination ( MBD 9 )
- Certified copy of B-BBEE Certificate or Sworn Affidavit signed by the Commissioner of Oath. A consolidated certificate or sworn statement in case of Joint Venture (Failure to attach certificate will lead to non- allocation of points). Refer to evaluation criteria for more information regarding specific goals.
- Valid Tax Clearance Certificate or SARS Pin
- Central Supplier Database (CSD) Registration Report

### 4.2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

- Electricity, water and rates statement ( latest ) indicating the firm's good standing with the municipality that the bidders head office is located and it must not be in arrears for more than 90 days
- Audited annual financial statements for the past three years or since the company's establishment if established during the past three years, the bidder is required by law to prepare annual financial statements for auditing
- Particulars of any contracts awarded to the bidder by an organ of state during the past five years including particulars of any material non-compliance or dispute concerning the execution of such contract.
- Delivery/lead times
- CIDB Registration particulars ( CIDB Registration number ) where applicable
- Valid tax clearance certificate or SARS Pin

### 4.3. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

- Form of Form Offer ( MBD 3.1)
- Signed contract ( MBD 7.1)
- Suppliers signed bid document

# AGREEMENT ON OCCUPATIONAL HEALTH AND SAFETY AND REGULATIONS REGARDING MANDATARIES

## 1. Background

The Occupational Health and Safety Act 85 of 1993 (OHS Act) (Republic of South Africa) schedules comprehensive requirements for employers such as contractors. The Construction Regulations lay down requirements with respect to clients and designers.

Clients shall, inter alia:

- prepare Health & Safety specification for the construction work
- appoint full-time competent employees in writing
- perform Risk Assessments
- develop a Health and Safety Plan
- train and involve employees on matters pertaining to Health and Safety

## 2. Purpose

To determine the procedure necessary for the implementation and management of all construction projects to be undertaken.

## 3. Objectives

- To comply with the provisions of OHS Act section 37(2) in implementing and maintaining an effective control system with regard to managing contractors within city power premises.
- implement and maintain an effective management system for each construction project
- minimize and or mitigate risks and hazards associated with construction activities
- develop a cost-effective program for both the contractor and principal contractor

## 4. References

- Occupational Health &, Safety Act 85 of 1993 (Construction Regulations)
- Compensation for Injuries and Diseases Act 130 of 1993
- Integrated ISO Management System
- SANS 16001:2013 (Wellness and Diseases Management System)
- Basic Conditions of Employment Act,1983 (Act 3 of 1983)
- King IV Code of Conduct

**CITY POWER JHB (SOC) LTD**

**WRITTEN AGREEMENT ON OCCUPATIONAL HEALTH AND SAFETY AND REGULATIONS**

In accordance with the provision of Section 37 (2) of the Occupational Health and Safety Act 85 of 1993

AS ENTERED INTO BY AND BETWEEN

City Power of Johannesburg (SOC) Ltd
(Hereinafter referred to as “the Employer”)

AND

COMPANY

(Hereinafter referred to as “the Mandatory”)

WORKMAN`S COMPENSATION FUND NUMBER

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |

CONTRACT/ORDER NO.

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

**PART "A"**

**GENERAL RULES FOR PROMOTING THE HEALTH, SAFETY AND DISCIPLINE OF CONTRACTORS**

## 1. DEFINITIONS

In these rules, unless inconsistent with the context, the following words of expression shall be interpreted to have the following meaning:

1.1 **Act**

The Occupational Health and Safety Act 85 of 1993

1.2 **City Power**

City Power Johannesburg (SOC) Ltd

1.3 **City Power controlled area**

The City Power Loss Control department controls entry to the area of City Power works in Johannesburg including all the areas within the works perimeter security fence.

1.4 **City Power premises**

The whole of City Power control area, together with all other buildings, land, etc. which are owned, rented or leased by City Power or which in any other way fall under the authority of City Power in Johannesburg area.

1.5 **Risk area**

An area with a probability that a hazard can result in injury to persons or damage

1.6 **Competent person**

A person who complies with the definition in the regulations of the Act.

1.7 **Authorized person**

A competent person employed, appointed and authorized by City Power to perform a specific task, operation or duty.

1.8 **City Power authorized person**

The authorized City Power official appointed to represent City Power in all matters relating to a particular contractor, sub-contractor or contract works. For matters concerning construction and erection work on City Power premises, City Power`s authorized representative shall be either:

a. the area manager, team leader, maintenance manager or his/her nominated representative; or

b. the manager concerned , or his/her nominated representative as indicated to the Contractor in writing at the time of, or subsequent to, the placing of the contract or order, or as indicated to the Contractor`s head representative in writing at the time of or subsequent to, his/her appointment.

1.9 **Contractor**

Any company, business, firm or individual who has a contract or agreement with or an order from City Power to carry out work or to perform any task or operation for City Power to carry out work or to perform any task or operation for City Power or on City Power premises.

Where appropriate to the context, the word contractor shall be understood to include sub-contractor.

1.10 **Sub-contractor**

Any company, business, firm or partnership or individual who has a contract or agreement with or an order from a contractor to carry out work or to perform any task or operation for the contractor to carry out work or to perform any task or operation for the contractor or on City Power premises.

1.11 **Contract Works**

The materials, plant and equipment to be supplied, work to be done and tasks and operations to be performed under terms of a contractor`s contractor order from agreement with City Power or a sub-contractor`s contract or order from or agreement with a contractor.

1.12 **Contractor`s head representative**

The competent person appointed as a Managing Director, in terms of the Act and as the contractor`s head representative and responsible person for the contract works.

1.13 **Contractor`s employees**

Includes any of the following:

a. any person employed by the contractor or a sub-contractor, including the contractor's head representative.

b. any person, other than an employee of City Power, who carries out work or performs any task on City Power premises for or on behalf of the contractor or any sub-contractor.
c. any principal, partner, shareholder, director, consultant, executive, manager, staff member or employee of the contractor or any sub-contractor any contractor's employee, for any reason whatsoever.

1.14 **Site or construction site**

Includes the following:

a. the buildings, ground or any other place on City Power premises, in which or over or under which the contract works are to be executed.

b. any off-loading, stacking or storage areas, yards, workshops, offices, permanent or temporary buildings or other areas erected by, occupied by or allocated to the contractor or sub-contractor for the purpose of carrying out any contract works.

1.15 **Regulation**

Refers to any rule in these “General Rules” aimed at improving health, safety and discipline of contractors and/or sub-contractors.

1.16 **Rule**

Refers to any rule in these “General Rules” aimed at improving health, safety and discipline of contractors and/or sub-contractors.

1.17 **Gender, singular and plural**

Where consistent with the text, any word in these rules implying the masculine gender shall be interpreted as including the feminine gender and vice-versa.

Similarly, any word implying the singular shall be interpreted as including the plural and vice-versa.

## 2. APPLICABLE LEGISLATION

2.1 City Power premises (offices and depots) are defined as factory, in terms of the Act. Therefore, whilst contractors or sub-contractors or contractor`s employees are on City Power premises, they shall adhere strictly to the requirements of this Act and associated regulations.

2.2 In addition to City Power`s general conditions of contract and the requirements of the Act, these rules are issued in accordance with duties allocated to the Managing Director, as appointed in terms of the Act to draw attention to certain regulations and requirements of the said Act, together with other requirements necessary for safety, health and proper discipline on City Power premises.

2.3 Apart from the Act and Regulations and special instructions issued by the chief inspector, these rules and instructions may be amended, substituted or deleted by authorized City Power officials as and when circumstances and conditions require, in the interest of health and safety and in provision for proper discipline.

2.4 The contractor shall comply with the requirements of the OHS Act and other relevant statutes; Code of Practices; Policies; Standards and Guidelines and Protocols.

## 3. ENTERING AND WORKING IN RISK AREAS

### 3.1 Medical Certificate of fitness

The contractor shall, in compliance with the Act, be responsible for the medical examination of his/her employees and shall provide City Power with written proof that medical examination of his/her employees engaged on the site has been done and that the necessary certificates of fitness have been obtained. These medical examinations shall be conducted before the employee will be allowed to commence working on City Power sites. The Wellness department (City Power) can conduct the examinations at a prescribed fee payable by the contractor.

### 3.2 Hazard Identification and Risk Assessment

Prior to contract work commencing on site, the contractor together with City Power project team shall conduct HIRA`s related to the specific task to be performed. A HIRA shall be completed before the start of commissioning.

### 3.3 Safe Work Procedures

The contractor shall prepare written safe work procedures for all tasks to be performed.

### 3.4 Safety Induction Course

All the contractor`s employees shall attend a safety induction course presented by City Power before commencing work on site

### 3.4 Protection Services (Loss Control)

City Power Loss Control is responsible for the security of and controls the movement of persons on City Power premises. In terms of the Control of Access to Public Premises and Vehicles Act, Act No 53 of 1985, security officers have the authority to arrest, search and question any person without a warrant.

It is expected that the contractor`s representative and all contractors employees will give full co-operation to the security officers in the execution of their duties

**PART "B"**

**AGREEMENT ON OCCUPATIONAL HEALTH AND SAFETY AND REGULATIONS REGARDINGMANDATARIES**

1. **General**

The Mandatory and City Power are individual employers, each in its own right, with duties and obligations prescribed by the Occupational Health and Safety Act 85 of 1993 and Regulations.

The Mandatory accepts, in terms of the general conditions of the contract and in terms of the Act, his/her obligations as an Employer in respect of all persons in his/her employ, other persons on the premises or on the site or place of work to be executed by him/her and under his/her control. S/He shall, before commencement with the execution of the contract work, comply with the procedures stipulated in the Act, and shall implement and maintain a Health and Safety Policy and Programme on the Site and Work for the duration of the contract.

City Power accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Mandatory and his/her responsible person shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of work.

2. **Special Permits**

Where special permits are required before work may be carried out such as for work, isolation permits, work permits and occupations, the Mandatory shall apply to City Power Representative or the relevant external Authority for such permit to be issued. The Mandatory shall comply with the conditions and requirements pertaining to the issue of such permits.

3. **Health and Safety Programme**

The Mandatory shall, with his/her tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him/her to ensure compliance by him/her with the Act and Regulations and particularly in respect of :-

(i) the provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health and safety of his/her employees and sub-contractors in terms of section 8 of the OHS Act.

(ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the OHS Act that persons other than those in the Mandatory`s employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety.

(iii) ensuring, as far as is reasonably practical, in terms of section 37 of the OHS Act that no employee or sub-contractor of the Mandatory does or omits to do any act which could be an offence for the Mandatory to do or omit to do.

3.2 The Mandatory`s Health and Safety Programme shall be based on a Risk Analysis in respect of the hazards to health and safety of his/her employees and other persons under his/her control, that are associated with or directly affected by the Mandatory`s activities in

performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.

3.2.1 The Health and Safety Programme shall include full particulars in respect of:

3.2.1.1 **Reporting**

The Mandatory and/or his designated person appointed in terms of Section 16(2) of the Occupational Health and Safety Act 85 of 1993 (OHS Act) shall report to the Regional Manager and/or representative designated by the Employer prior to commencing the work at the premises.

3.2.1.2 **Compliance**

(i) In terms of this agreement the Mandatory warrants that s/he agrees tithe arrangements and procedures as prescribed by City Power and as provided for in terms of Section 37 (2) of OHS Act for the purposes of compliance thereto.

(ii) The Mandatory acknowledges that this agreement constitutes an agreement in terms of Section 37 (2) of OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatory and his employees are to perform on the premises shall bathe obligation of the Mandatory.

(iii) The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by him or her

(iv) The Mandatory hereby undertakes to unsure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of all his employees while they are on the premises of City Power

(v) City Power may terminate this agreement with immediate effect on written notice to the contractor in the event that the mandatary fails to comply with the signed agreement. This may further lead to liquidation, judgement etc.

3.2.1.3 **Mandatory**

The Mandatory shall be deemed to be an employer in his own right while on the premises of City Power. In terms of Section 16 (1) of the OHS Act, the Mandatory shall accordingly ensure that the requirements of the OHS Act are complied with by himself and/or his nominated Managing Director.

3.2.1.4 **Appointments and training**

The Mandatory shall appoint competent persons as per Section 16 (2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his responsibility. Copies of any appointments made by the Mandatory shall immediately be provided to the Safety, Health and Environmental Risk (SHERQ) Manager`s office.

The Mandatory shall further ensure that all his/her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises. Without derogating from the afore going, the Mandatory shall, in particular, ensure that all his/her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

Notwithstanding the provision of the above, the Mandatory shall ensure that the appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions thereof.

3.2.1.5 **Supervision, disciplinary and reporting**

The Mandatory shall ensure that all work performed on City Power premises are done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his/her employees regarding non-compliance by such employee with any health and safety matters.

The Mandatory shall further ensure that his/her employees report to him/her all unsafe or unhealthy work situations immediately after they become aware of the same and that he/she in turn immediately reports these to City Power representative.

3.2.1.6 **Access to the OHS Act**

The Mandatory shall ensure that he/she has an updated copy of the OHS Act on site at all times and that this is accessible to his/her appointed responsible persons and employees, save that the parties may make arrangements for the Mandatory and his/her appointed responsible persons and employees to have access to the Employer’s updated copy/copies of the Act.

3.2.1.7 **Co-operation**

The Mandatory and/or his/her responsible persons and employees shall provide full co-operation and information if and when City Power or a representative inquiries into occupational health and safety issues concerning the Mandatory. It is hereby recorded that City Power or a representative shall at all times be entitled to make such inquiry.

Without derogating from the generality of the above, the Mandatory and his/her responsible person/s shall make available to City Power or a representative/s, on request, all and any checklists and inspection register/s required to be kept by him/her in respect of any of his/her materials, machinery or equipment.

3.2.1.8 **Work procedures**

The Mandatory shall be entitled to utilize the procedures, guidelines and other documentation as used by City Power for the purposes of ensuring a healthy and safe working environment. The Mandatory shall then ensure that his/her responsible persons and employees are familiar with and utilize the documents.

The Mandatory shall implement safe work practices as prescribed by City Power and shall ensure that his/her responsible persons and employees are made conversant with and adhere to such Safe Work Practices.

The Mandatary shall ensure that work for which a permit is required by the Employer is not performed by his employees prior to the obtaining of such a permit.

3.2.1.9 **Health and safety meetings**

If required in terms of the OHS Act, the Mandatory shall establish his/her own health and safety committee(s) and ensure that his/her employees, being the committee members, hold health and safety meetings as often as may be required and at least once every three (3) months. City Power may elect to permit the Mandatory's health and safety representatives to attend City Power`s health and safety committee meetings.

3.2.1.10 **Compensation registration**

The Mandatory shall ensure that he/she has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COID Act), and that all payments owing to the Commissioner are discharged.

The Mandatory shall further ensure that the cover shall remain in force while any such employee is present on the premises

3.2.1.11 **Medical Examinations**

The Mandatory shall ensure that all his/her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

3.2.1.12 **Incident Reporting and Investigation**

All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatory to the Department of Labour and to City Power. City Power shall further be provided with copies of any written documentation relating to any incident.

City Power retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS Act into such incident.

3.2.1.13 **Subcontractors (not allowed for this bid)**

The Mandatory shall notify City Power or a representative of any subcontractor he/she may wish to perform work on the Employer's premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor commencing with the work.

Without derogating from the generality of this paragraph:

[a] The Mandatory shall ensure that training as discussed under Appointments and training, is provided prior to the subcontractor commencing work on City Power premises.

[b] The Mandatory shall ensure that work performed by the subcontractor is done under strict supervision and discipline, as described under the section Supervision, discipline and reporting.

[c] The Mandatory shall inform the Employer of any health and safety hazard and/or issue that the subcontractor may have brought to his attention.

[d] The Mandatory shall inform City Power or a representative of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on City Power premises.

3.2.1.14 **Security and Access**

The Mandatory and his/her employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by City Power. The Mandatory shall ensure that employees observe the security rules of City Power at all times and shall not permit any person who is not directly associated with the work from entering the premises.

The Mandatory and his/her employees shall not enter any area of the premises that is not directly associated with the work.

The Mandatory shall ensure that all materials, machinery or equipment brought by him/her onto the premises are recorded at the main gate(s) and/or checkpoint(s). A failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the premises.

3.2.1.15 **Fire Precautions and Facilities**

The Mandatory shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.

The Mandatory shall further ensure that all his/her employees are familiar with fire precautions at the premises, which include fire-alarm signals and emergency exits, and that such precautions are adhered to.

3.2.1.16 **Hygiene and Cleanliness**

The Mandatory shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

3.2.1.17 **Nuisance**

The Mandatory shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.

The Mandatory shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatory or any tenants. Where such situations are unavoidable, the Mandatory shall
give prior notice to the Employer.

3.2.1.18 **Intoxication**

No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

3.2.1.19 **Personal Protective Equipment**

NB: Non-conformance to the PPE Policy and any instruction regarding the use of PPE is regarded as a serious and dismissible misconduct.

The Mandatory shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2(1) of the OHS Act, Construction Regulation Sec.4 )e) & (h) and the approved City Power PPE Policy. The Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them all material times.

The Mandatory shall supply his/her employees with the necessary safety clothing and equipment as required by the areas worked in, which includes amongst others:

o Hard hats
o Safety shoes
o Eye protection

o Respirators
o Safety gloves
o Hearing protection
o Overalls (fire/acid resistant)
o Safety harness and any other appropriate PPE relevant to the scope of the activity.

The Mandatory shall ensure that the equipment is maintained in a good condition. In the event of the Mandatary committing a breach of this agreement and failing to remedy such breach within seven (07) days of receiving a Non-Conformance Notice from City Power to remedy such breach, City Power shall be entitled to terminate the contract with immediate effect.

3.2.1.20 **Plant, Machinery and Equipment**

The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize on the Employer's premises is/are at all times of sound order and fit for the purpose for which they intended, and that it/they complies/comply, with the requirements of Section 10 of the OHS Act.

In accordance with provisions of Section 10(4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

3.2.1.21 **Usage of the Employer's Equipment**

The Mandatory hereby acknowledges that his employees shall not be permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case the Mandatory shall ensure that only those persons authorized to make use of same, have access thereto.

3.2.1.22 **Transport**

The Mandatory shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and no vehicle shall carry passengers unless it is specifically designated to do so. All drivers shall adhere to the speed limits and road signs on the premises at all time.

In the event that any hazardous substances are to be transported on premises, the Mandatory shall ensure that the requirements of then Regulations for Hazardous Chemical Substances (OHS Act 85 of 1993) are complied with at all times.

3.2.1.23 **Clarification**

In the event that the Mandatory requires clarification of any of the terms of provisions of this agreement, he should contact the Safety Health and Environmental Risk Department.

3.2.1.24 **Duration of Agreement**

This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or while any of the Mandatory's workmen are present on the Employer's premises.

3.2.1.25 **Headings**

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in themselves or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

In the event of the Mandatary committing a breach of this agreement City Power shall be entitled to suspend and or terminate the Contract with immediate effect as per 11.2.1.2 (v)(Compliance).

**Signatories**

Thus done and signed at _____ on _____

_____
for and on behalf of the Employer

_____
for and on behalf of the Mandatory

**Witnesses:**

1. _____

2. _____

# INDEMNITY CLAUSE

I/We the undersigned do hereby indemnify and hold harmless City Power Johannesburg (Pty) Ltd in respect of all loss, damage or injury that may be caused to any premises or to any person or animal by reason of the performance of this contract.

I/We, further indemnify City Power Johannesburg (Pty) Ltd in respect of all legal and other expenses that may be incurred by City Power Johannesburg in examining, resisting or settling any claims which may be made by the third party in respect of any damage, injury or less that may in any way be occasioned by work necessary in terms of the contract**.**

**BUSINESS NAME AND ADDRESS**

_____

_____

_____

_____

**NAME OF PERSON AUTHORISED**

**TO SIGN THIS BID** _____

**(Block Letters)**

**SIGNATURE** _____

**WITNESSES (Block Letters)**

**(1)** _____

**(2)** _____

**Telephone** _____

**Facsimile** _____

## DECLARATION OF INTEREST

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

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

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

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

   3.2 Identity Number: …….

   3.3 Position occupied in the Company (director, trustee, hareholder[2]):……..

   3.4 Company Registration Number: …….

   3.5 Tax Reference Number:……

   3.6 VAT Registration Number: ……

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

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

   3.8.1 If yes, furnish particulars. ……

   ……..

   [1]MSCM Regulations: "in the service of the state" means to be –
   (a) a member of –
      (i) any municipal council;
      (ii) any provincial legislature; or
      (iii) the national Assembly or the national Council of provinces;
   (b) a member of the board of directors of any municipal entity;
   (c) an official of any municipality or municipal entity;
   (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
   (e) a member of the accounting authority of any national or provincial public entity; or
   (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars……..……..

…….

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

3.10.1 If yes, furnish particulars.

……

……

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

3.11.1 If yes, furnish particulars

……

……

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

3.12.1 If yes, furnish particulars.

……

……

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

3.13.1 If yes, furnish particulars.

……

……

3.14 Do you or any of the directors, trustees, managers, 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**

3.14.1 If yes, furnish particulars:

……..

……..

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

| Full Name | Identity Number | State Employee Number |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

…….. ……..

**Signature** **Date**

……. ……

**Capacity** **Name of Bidder**

## DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

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

……

……

**3** Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?
***YES / NO**

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

2.2 If yes, provide particulars.

……

……

……

……..

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, provide particulars.

……

……

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

4.1 If yes, provide particulars.

……..

……..

## CERTIFICATION

**I, THE UNDERSIGNED (NAME**) ……

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

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

…….. ……..
Signature Date

…….... …….
Position Name of Bidder

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

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

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

1. **GENERAL CONDITIONS**

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

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

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

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

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** | 90 |
| **SPECIFIC GOALS** | 10 |
| **Total points for Price and SPECIFIC GOALS** | **100** |

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

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

2. **DEFINITIONS**

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
*(c)* **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20 or 90/10**

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

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) |
|---|---|---|---|---|
| Enterprise owned by black people with at least 51% shareholding | | 8 | | |
| Enterprise owned by black youth with at least 51% shareholding | | 5 | | |
| Enterprise owned by black women with at least 30% shareholding | | 5 | | |
| Local suppliers within City of Johannesburg Geographical area | | 2 | | |

## 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 6.2**

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

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

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

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

2. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

**NOTE: BIDDERS HAVE TO COMPLETE ANNEX C PER ITEM/COMMODITY BEFORE COMPLETING ANNEX D and E.**

3. Does any portion of the goods or services offered have any imported content?
(***Tick applicable box***)

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

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

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

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

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

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

## LOCAL CONTENT DECLARATION
## (REFER TO ANNEX B OF SATS 1286:2011)

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO.** .....

**ISSUED BY**: (Procurement Authority / Name of Institution):

.....
NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ……..... (full names), do hereby declare, in my capacity as …… ……..
of .....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

| | |
|---|---|
| Bid price, excluding VAT (y) | R |
| Imported content (x), as calculated in terms of SATS 1286:2011 | R |
| Stipulated minimum threshold for local content (paragraph 3 above) | |
| Local content %, as calculated in terms of SATS 1286:2011 | |

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**
**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE: _____**

**WITNESS No. 1 _____** **DATE: _____**

**WITNESS No. 2 _____** **DATE: _____**

## 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.**

| Item | Question | Yes | No |
|---|---|---|---|
| 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>**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>**ulters 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 ☐ |
| 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: | | |
| **Item** | **Question** | **Yes** | **No** |
| 4.4 | rs 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: | | |

**CERTIFICATION**

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

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

**……...** **……..**
**Signature** **Date**

**…….** **……..**
**Position** **Name of Bidder**

**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:

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

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of 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: _____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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.

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

- 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

**PART 5: SCOPE OF WORK**

**5.1 EVALUATION CRITERIA**

**5.2 PRICING SCHEDULE (BILL OF QUANTITIES)**

**5.3 SPECIFICATIONS**

**5.1 EVALUATION CRITERIA**
**MINIMUM THRESHOLD OF 80% ON TECHNICAL FUNCTIONALITY MUST BE ACHIEVED FAILING WHICH, THE BID WILL NOT BE FURTHER EVALUATED**

| Item | Mandatory Requirements | Yes/No |
|---|---|---|
| **1.** | **BOQ must be completed in full, failure to comply will render the submission non-responsive** | |

| **1st Stage Evaluation: A minimum threshold of 80% must be achieved to proceed to the 2nd Stage Evaluation**<br>**Evaluation will be done on a relationship to the weighting on a scale of 0 to 10** | | | |
|---|---|---|---|
| **Technical Evaluation:** | | **Scoring** | **Weighting** |
| 1. | **<u>Implementation strategy for Vendor Management Portal</u>**<br><br>1. Detailed Project Implementation Methodology that includes:<br>➢ Environmental assessment<br>➢ Planning<br>➢ Implementation and data migration<br>➢ Testing<br>➢ Maintenance and support | Project Implementation Methodology provided:<br>➢ Environmental assessment = 1 points<br>➢ Planning = 2 points<br>➢ Implementation and data migration = 3 points<br>➢ Testing = 2 points<br>➢ Maintenance and support = 2 points | **35** |
| 2. | **Provide a Support and Maintenance Plan that includes the following**<br><br>➢ Onsite Support and Maintenance<br><br>➢ Offsite Support and Maintenance | Provided a Support and Maintenance Plan:<br>➢ Onsite Support and Maintenance = 5 points<br><br>➢ Offsite Support and Maintenance = 5 points | **30** |
| 3. | **Contactable References**<br><br>Company experience - minimum of 5 reference letters with completed projects detailing scope of work in the implementation, deployment and support and maintenance of Invoice Vendor Management Portal with a minimum duration of (2) two years<br>Company experience will only be considered on the following conditions:<br>• Reference letters must be issued on a client's official letterhead and must include contactable references, including the | 5 Contactable reference letters =10 Points<br><br>4 Contactable reference letters = 5 Points<br><br>3 Contactable reference letters = 2 Points<br><br>2 or less Contactable reference letters = 1 Points<br><br>0 Contactable reference letters = 0 Points | **35** |

| | | | |
|---|---|---|---|
| | client's name, contact details, and the relevant project/contract information.<br>• Where the bidder has performed the relevant work as a subcontractor, the bidder must submit a reference letter issued by the main client/employer on a client's official letterhead, confirming that the bidder/ subcontractor performed the relevant works.<br>• The reference letter must clearly state the scope of work performed, period of performance, and the bidder's role as a subcontractor, and must include contact details of a person who can be contacted to verify the information provided.<br>• No appointment letters, contracts, purchase order or work completion certificate will be accepted as references<br>**Reference letters that do not comply with the conditions stated above will be deemed invalid.**<br><br>**Reference letters that are not confirmed by the client will not be considered.** | | |
| TOTAL | | **100** | |
| | **SECOND STAGE EVALUATION** | | |
| | **Price** | **80** | |
| | **Specific Goals** | **20** | |

| | | |
|---|---|---|
| **Specific goals**<br>**Maximum 20 points** | | |
| **1.** | **Enterprises owned by black people with at least 51% shareholding**<br>➢ **51% black ownership = 8 points**<br>➢ **Less than 51% black ownership = 0 point**<br>***Provide a valid and certified copy (not older than three (3) months) of BEE certificate / sworn affidavit, consolidated B-BBEE certificate from verification agency if bidder is JV/consortium and certified copies (not older than three (3) months of ID copies of owners)*** | **8** |
| **2.** | **Enterprise owned by black youth with at least 51% shareholding**<br>➢ **51% black youth ownership = 5 points**<br>➢ **Less than 51% black youth ownership = 0 points**<br>***Provide a valid and certified copy (not older than three (3) months) of BEE certificate / sworn affidavit, consolidated B-BBEE certificate from verification agency if bidder is JV/consortium and certified copies (not older than three (3) months of ID copies of owners)*** | **5** |
| **3.** | **Enterprise owned by black women with at least 30% shareholding**<br>➢ **30% black women ownership = 5 points**<br>➢ **Less than 30% black women ownership = 0 points**<br>***Provide a valid and certified copy (not older than three (3) months) of BEE certificate / sworn affidavit, consolidated B-BBEE certificate from verification agency if bidder is JV/consortium and certified copies (not older than three (3) months of ID copies of owners)*** | **5** |
| **3.** | **Local suppliers within City of Johannesburg Geographical area**<br>➢ **Within COJ = 2 points**<br>➢ **Outside COJ = 0 point**<br>**(Provide municipal rates account or lease agreement)** | **2** |

**Maximum of 1 service Provider**

**5.2 BILL OF QUANTITY**

| ITEM | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|
| 1 | Assessment of Software design and Integration of the environment | 1 | Each | R | R |
| 2 | Installation and Commissioning of Software | 1 | Each | R | R |
| 3 | Migration of services and data | 1 | Each | R | R |
| 4 | Integration to SAP and other ICT Systems | 1 | Each | R | R |
| 5 | Support and Maintenance (36months) | 3 | Each | R | R |
| 6 | Training | 8 | Each | R | R |
| | | | | **SUB TOTAL** | R |
| | | | | **15% VAT** | R |
| | | | | **GRAND TOTAL** | **R** |

**5.3 SPECIFICATIONS**

**STANDARD FOR INVOICE VENDOR MANAGEMENTPORTAL AQUISATION - CP_ TSSTAN_180**