VENDOR NR:
OFFICE USE ONLY

WATERBERG DISTRICT MUNICIPALITY

Harry Gwala Street
MODIMOLLE
0510
Tel: 014 718 3300

Private Bag X 1018
MODIMOLLE
0510
Fax: 014 717 2398

SUPPLY CHAIN MANAGEMENT
DATABASE REGISTRATION DOCUMENT

NAME OF COMPANY / BUSINESS:

PLEASE RETURN COMPLETED FORMS TO:

POSTAL ADDRESS	PHYSICAL ADDRESS
Waterberg District Municipality Attention: Supply Chain Management Private Bag X1018 MODIMOLLE 0150	Waterberg District Municipality The Supply Chain Management Unit Corner of Church and Harry Gwala Streets MODIMOLLE 0150
ENQUIRIES	
Mr George Matlou ***Tel: (014) 718 3352*** ***Fax: 086 537 2384*** **E-mail: gmatlou@waterberg.gov.za**	***Ms Wendy Moagi*** ***Tel: (014) 718 3355*** ***Fax: 086 529 4617*** ***E-mail: wmoagi@waterberg.gov.za***
ELECTRONIC FORMS	
Electronic forms are available from the website:	**www.waterberg.gov.za**

Should you require any assistance with regard to this form, please contact the officials above during office hours Monday to Friday (7:30 – 16:15).

Supply Chain Management Office Approval (For Office Use Only)

Head Officer			
Captured		YES	NO
Capture date		Date received	
NAME OF OFFICIAL (Capturer)	SIGNATURE OF OFFICIAL	NAME OF SUPERVISOR	SIGNATURE OF SUPERVISOR
Justification / Comments			

Section 112 (f), (i), (j), (k) and (l) of the Municipal Finance Management Act (Act 56 of 2003) requires that a Municipality must have measures in place to comply with the prescribed regulatory framework for municipal supply chain management.

You are kindly requested to complete this document accurately and in full in black ink, as the information contained herein is required for the following purposes:

- To enable Waterberg District Municipality to compile a database of registered suppliers;
- To support Waterberg District Municipality with the implementation of a system of preferences as required by the Preferential Procurement Policy Framework Act (Act 5 of 2000).

1. Failure to complete the form in full may result in the supplier not being considered for the awarding of any orders or contracts by the Waterberg District Municipality.
2. It is a condition of the bidding process that a vendor's taxes must be in order, or satisfactory arrangements must have been made with the Receiver of Revenue to meet his/her tax obligations. In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate original tax clearance certificate. Please note that no copies, certified or scanned tax clearance certificates will be accepted.
3. Declaration of interest.
4. Confirmation of banking details must be stamped and signed by the bank.
5. Suppliers will not be notified whether application was accepted or not but will be advised of the outcome if telephonically requested.
6. If a space is left blank, it will be regarded as information that is still outstanding.
7. Suppliers must comply with all the registration-criteria for registration to be finalised – failure to do so may result in the application being declined.
8. Faxed documents will not be accepted;
9. Each page of the National Treasury General Conditions of Contract and this application form must be initialled.
10. The onus rest upon the service provider to inform the Supply Chain Unit of any changes to the status of the business, in which case certified proof will be required in order to effect the changes. Failure to do so may result in the service provider being removed from the database and/or the cancellation of contracts awarded to the service provider, on the basis of misrepresentation. Changes to the status of the business shall also be subjected to a 30 day waiting period commencing from the date of receipt of such changes by die SCM Unit.
11. Any changes / alterations to the document must be initialled. The use of correcting fluid is prohibited and the use thereof will lead to non-registration of the application.

KEEP THE FOLLOWING IN MIND WHEN COMPLETING THE VENDOR APPLICATION FORMS:

- ***Required documents:*** Please refer to the attached table following pages to determine the mandatory supporting documentation required by your business. Please ensure that all certified copies of mandatory documents are attached.

- ***Completion of questions:*** All questions must be answered clearly with yes, no, or N?A. Do not leave any fields open. Please respond to all questions in the application form as incomplete forms will not be processed.

- ***Owners, shareholders and partners:*** Ensure that the percentage of ownership amounts to 100% and that every field is fully completed for each of the business owners.

- ***Business opportunities:*** Kindly note that qualifying as a vendor does not in any way guarantee any person, company, service provider vendor, etc. any business from the Waterberg District Municipality every time a bid is put out or requests for quotations.

- Waterberg District Municipality reserved the right to perform an audit to confirm or verify any of the answers supplied in the application form.

BUSINESS INFORMATION

COMPANY NAME						
Type of Business		Pty (Ltd)		CC		Sole Trader		Partnership		Consortium	
TYPE OF EME		Micro		Very Small		Small		Medium		Large	

Company/CC Registration Number					/						/		

Address Information:

Web Address	
Telephone Number	
E-mail Address	
Fax Number	

Business Postal Address (Compulsory)	Business Physical Address (Compulsory)
Postal Code	Postal Code

Registration details					
Company Registration / CC / Trust Number:	YES		NO	EXPIRY DATE	
VAT Registration Number:	YES		NO	EXPIRY DATE	
Income Tax Registration Number:	YES		NO	EXPIRY DATE	
Tax Clearance Certificate Number:	YES		NO	EXPIRY DATE	
BBBEE Registration Number:	YES		NO	EXPIRY DATE	
CIDB Registration Number: Grading	YES		NO	EXPIRY DATE	
Public Drivers Permit Number:	YES		NO	EXPIRY DATE	
SIRA Certificate Number:	YES		NO	EXPIRY DATE	
NPO Number:	YES		NO	EXPIRY DATE	
NGO Number:	YES		NO	EXPIRY DATE	

❖ **If not applicable to your company, please specify N/A**

Company Size

Indicate Annual average Turnover (excluding VAT) during the past 3 years	
Number of employees	
Please indicate the year the Organisation was established	
What do the company specialise in?	

Details of Contact Persons in your Company

CONTACT PERSON	Main Contact Person	Sales Person
Name and Surname		
Designation		
Cell number		
Fax Number		
E-Mail Address		
ID Number		

LOCALITY

Local Municipal Area	✔	Name of town
Modimolle		
Bela Bela		
Thabazimbi		
Mookgophong		
Lephalale		
Mogalakwena		
Other		

	Province	Municipal Area	Town
If Other, complete the following:			

NB!!! **This locality information will be used to determine the locality of suppliers in cases where commodities are required per municipal area.**

BUSINESS OWNERSHIP AND PAYMENT OF MUNICIPAL SERVICES

Further details of the applicant(s) – Director(s) / Shareholder(s) / Partner(s), etc:

No	Name	Citizenship	Gender (Male / Female)	ID Number	Designation (Director / Shareholder / Partner/Member / Owner)	% of Ownership	Residential address of the Director(s) / Shareholders / Partner(s)	Municipal Account Number(s)	Municipal Account / other evidence attached

NB: **In case where the owners are themselves a company or partnership, the owners of the holding firm must be identified.**

Note: This table must include all the shareholders, not only directors. Please attach certified copies of ID document(s).

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PAYMENT OF MUNICIPAL SERVICES *(continued)*

As a minimum, the business' physical residence municipal account as well as that of EVERY shareholder of the business must be included in this table above on page 5.

Municipal accounts for the physical address of the business and residential addresses of each of its shareholders must be attached. The municipal accounts submitted may not be older than 3 months from the closing date of tender.

- If the proof submitted is not in the name of the company or shareholder, written explanations and evidence must be attached indicating how the proof submitted relates to the said business or shareholder;
- In cases where the address of the business or shareholder is not through ownership but through a lease agreement, a copy of municipal account for the owner of the building must be attached as well as a copy of the lease agreement with the said business or shareholder;
- Evidence of the Physical addresses of business and shareholders must be attached if not evident from the municipal account;
- This should provide clear evidence that the municipal accounts of the business' address and the residential addresses of every individual shareholder are not in arrears for more than 90 days;
- WDM takes no responsibility to follow up with bidders whose accounts are not clearly explained, if the 90 days debt confirmation is not evident from the records submitted, the application will not be processed.

BBEEE LEVEL

HDI OWNERSHIP STATUS

Previously Disadvantaged Individuals (PDI)			%
Women Equity (WE)			%
Disabled Individuals (DA)			%
Youth (younger than 36 years of age)			%
Locality (Please tick)	Waterberg	Limpopo	RSA
BBBEE Accreditation Level			

The B-BBEE Status Level Verification Certificates issued by the following agencies must be submitted:

- **Bidders other than EMEs**
  - (a) Verification agencies accredited by SANAS; or
  - (b) Registered auditors approved by IRBA.
- **Bidders who qualify as EMEs**
  - (a) Accounting officers as contemplated in the CCA; or
  - (b) Verification agencies accredited by SANAS; or
  - (c) Registered auditors. (Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates).

CONFIRMATION OF BANKING DETAILS

Bank Name		
Branch Name		
Branch Code		
Account Name		
Account Type		
Account Number		
Proof of Bank Account		e.g. Certified copy of Bank Statement or copy of Cheque

DATE STAMP OF BANK

CERTIFIED AS CORRECT

I CONFIRM THAT I AM DULY AUTHORIZED TO PROVIDE THIS INFORMATION

Initials and Surname (Bank Official): _____

Telephone number (Bank Official): (_____) _____

Signed at _____ **on** _____

Signature (Bank Official): _____

RECORD IN THE SERVICE OF THE STATE (MUNICIPALITY)

Indicate by marking the relevant boxes if

- **a sole proprietor, partner or director, manager, principal shareholder or stakeholder in a company or cc (business stakeholder) OR**
- **any spouses, children or parent of a sole proprietor, partner or director, manager, principal shareholder or stakeholder in a company or cc**

is currently or has been within the last 12 months in the service of any of the following:

- ☐ A member of any municipal Council
- ☐ An employee of any provincial department,
- ☐ A member of any provincial legislature, national or provincial public entity or
- ☐ A member of the National Assembly or the constitutional institution within the meaning of National Council of Province - Public finance Management Act (Act 1 of 1999)
- ☐ A member of the board of directors of any municipal entity , provincial or national public entity
- ☐ A member of an accounting authority of any municipal entity, national or provincial public entity
- ☐ An official of any municipality or municipal or provincial entity
- ☐ An employee of Parliament or a provincial legislature
- ☐ Any other organ of state

If the above boxes are marked, disclose the following:

Records of business stakeholders in service of state (as identified above):

Name of Sole Proprietor, Partner, Director, Manager, Principal Shareholder or Stakeholder	Name of Institution, Public office, Board or Organ of State and position held	Status of Service (tick appropriate column)	
		Current	Within the last 12 months

Record of spouses, children and parents in the service of the State (as identified above):

Name of Business Stakeholder	Name of spouse / child / parent	Relationship to business stakeholder	Name of Institution, Public office, Board or Organ of State and position held	Status of Service (tick appropriate column)	
				Current	Within the last 12 months

COMMODITIES LIST

A vendor can choose a total of only 4 commodities from the list below:

CONSTRUCTION	✓	CONSTRUCTION	✓
Abattoir – specialist supplies		Painting contractors	
Carpentry		Paving / Plastering	
Carpeting / tiling / floor covering		Plumbing Contractors ^	
Ceilings / Partitioning and shop fitting		Roads Works & Cleaning	
Electrical Contractor ^		Sewerage installations / reticulations	
Fencing		Storm water draining	
General Buildings work / construction		Quantity surveyors	
Lighting contractors / suppliers ^			

SERVICES	✓	SERVICES	✓
Accommodation		General installations, maintenance & repair services (handyman) *	
Advertising agencies (newspaper)		Human Resource Management services	
Banking & investments ^		ICT services (^ must be accredited)	
Auctioneers		IT systems software	
Catering Services * ^		Insurance ^	
Car wash services *		Laundry service / dry cleaning *	
Cleaning services (carpets, curtains, etc.)		Locksmiths *	
Conference Facilities < 100 people *		Pauper funeral services	
Conference Facilities > 100 people *		Pest control / removal services	
Corporate branding – Clothing		Photocopying services	
Corporate branding – Signage & engraving		Photography & Video production service	
Decorations		Plumber *	
Employee benefits		Printing & design services	
Entertainment facilities *		Publicity – Radio	
Entertainment – traditional & cultural performers *		Publicity - TV	
Entertainment - gospel		Security, Safety, Access Control service	
Entertainment – Live Jazz Bands		Sound system & equipment (tents / chairs) for hire *	
Entertainment – Other (indicate what type of entertainment):		Telecommunications	
		Training institutions (^ SETA accredited)	
Electrician * ^		Transport services – bus * ^	
Event Management (e.g. EAP, Functions)		Transport services – taxi * ^	
Equipment for hire (tables / tents / chairs / toilets / podium / stage) *		Travel agents	
Fire Fighting equipment servicing & maintenance – e.g. extinguishers ^		Vehicles for hire ^	
Funeral Services		Vehicle repairs, maintenance, service * ^	
Furniture movers & re-settlement		Vehicle tow-in services * ^	
Gardening & landscaping			

PROFESSIONAL SERVICES	✔	PROFESSIONAL SERVICES	✔
Accounting & bookkeeping		Medical practitioners *	
Accounting Systems software		Municipal consultants - Financial Accounting & Budgeting Consultants	
Attorneys / Legal services		Municipal consultants – PMS	
Consulting engineers – geotechnical		Municipal consultants – strategic planning	
Consulting engineers – civil / structure		Performance Management	
Consulting engineers – electrical		Pre-employment assessment consultants	
Consulting engineers – mechanical		Professional consultancy services	
Consulting engineers – multidisciplinary		Property valuations (registered and accredited)	
Debt collection		Psychologist (employee counselling)	
Environmental Management Consultants		Recruitment agencies	
Interpreters, sign language, etc.		Town planners	
Land development planning services		Vetting of employees & suppliers	

WHOLESALERS / TRADERS / SUPPLIERS	✔	WHOLESALERS / TRADERS / SUPPLIERS	✔
Automotive parts ^		Groceries, coffee, tea and milk *	
Air conditioning supply, installation & repairs * ^		Hardware – general supplies *	
Air Pollution measuring equipment		Health safety & environment suppliers	
Books – general		ICT Equipment suppliers ^	
Books – technical		Industrial cleaning chemicals suppliers *	
Books – legislative handbooks		Masonry product suppliers	
Building materials / hardware *		Newspaper suppliers *	
Cleaning materials		Nursery – tree and plants supply	
Curtains / blinds suppliers		Office furniture – tables, chairs, etc.	
Cutlery		Office equipment – fridges, vacuums, etc	
Electrical supplies & equipment *		Paint suppliers	
Electrical supplies – general products		Photocopiers & fax machine suppliers	
Fire fighting equipment & consumables		Photography, frames & medals *	
Fire Fighting Rescue & Safety Equipment		Plumbing suppliers *	
Fire Fighting vehicle suppliers ^		Promotional materials	
Fire extinguishing		Protective clothing / uniforms	
Fire protection & detection		Restaurants * ^	
Florist *		Security & access control equipment & maintenance	
Food Platters * ^		Sound system equipment supply & maintenance	
Floor coverings		Stationery suppliers *	
Fuel supplies *		Take-away (fast food & drinks) * ^	
Fencing		Telephone systems	
General cleaning material suppliers *		Tyre supply & repairs * ^	
Gifts / corporate gifts		Vehicle suppliers ^	

OTHER: (Details on other categories if not included in the list above)	OTHER: (Details on other categories if not included in the list above)

*** All commodities, but especially those market with *, may be split by locality. Therefore bidders may on certain occasions, only be invited per their local municipal area as indicated in 'LOCALITY" on page 4.**

ACCREDITATION:

Accreditation certificate / registration with authorised bodies are required for all commodities above, where applicable or in any way possible.

^ As a minimum, those marked with ^ MUST have the necessary accreditation.

MINIMUM ACCREDITATION REQUIRED:

ICT Services should also meet the following requirements:

- Accreditation Certificated to be attached (HP, IBM, Microsoft, Proline, SETA ect)
- Only registered and accredited ICT Companies will be registered for ICT services

All **caterers or catering companies** must comply with the following:

- Regulation nr. 29792: Foodstuffs, Cosmetics and Disinfectants Act, 54 of 1972 (Regulation Gazette nr. 328) Regulations relating to the powers and duties of inspectors and analysts conducting inspections and analyses on foodstuffs and at food premises (20 April 2007)
- Regulation nr. 28553: Foodstuffs, Cosmetics and Disinfectants Act, 54 of 1972 (Regulation Gazette nr. 186) Regulations relating to the powers and duties of inspectors and investigations conducted on foodstuffs at food premises (3 March 2006)
- Must be in possession of a Certificate of Acceptability (COA) for Food Handling (R918 of 31 July 1999) in terms of Food Premises issued by the Local Authority: Environmental Health Department
- If you are a provider of halaal / kosher foods, please provide a certificate issued by the Muslim Judicial Council.

Transport Services should have an operating license, passenger liability and the driver must have a public driver's permit (PDP).

DUPLICATION:

It is not allowed for 2 companies / suppliers with the same shareholding to both be registered on the database, unless they are registered under different commodities. Misrepresentation of this fact will lead to suspension from the database.

PREVIOUS CONTRACT OR TENDERING EXPERIENCE

Do you have any previous work experience of a similar nature on the commodities selected above? YES ☐ NO ☐

If yes, please complete the table below. List the last 3 contracts awarded to you (the bidder) or previous experience with other businesses related to this type of work / supply / commodity for each one of the maximum of 4 commodities selected above.

On each commodity header below, mention the commodity selected above that you are listing experience for:

NO	Institution Name (where work was done)	Project name & description	Purchase order / tender number	Contact Person	Contact Number	Contract Value in Rand	Year Awarded	Year Completed / Still in Progress	Type of proof attached (order / appointment letter, etc.)	Supporting Document attached (YES / NO)
Type of commodity (exactly as per commodities list above):										
1										
2										
3										
Type of commodity (exactly as per commodities list above):										
1										
2										
3										

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NO	Institution Name (where work was done)	Project name & description	Purchase order / tender number	Contact Person	Contact Number	Contract Value in Rand	Year Awarded	Year Completed / Still in Progress	Type of proof attached (order / appointment letter, etc.)	Supporting Document attached (YES / NO)
Type of commodity (exactly as per commodities list above):										
1										
2										
3										
Type of commodity (exactly as per commodities list above):										
1										
2										
3										

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NB!!! To avoid delays in registration WDM strongly advises that service providers attach proof of similar projects executed from institutions e.g. Appointment letter/ Official purchase order / letter from the institution indicating that the work was indeed executed successfully.

Commodities without prior experience listed in the table above may not be considered. WDM reserves the right to verify these references and may not consider a commodity selected above if the evidence is not attached / the references indicated above are not traceable / unable to recall the project as indicated above. It is the responsibility of the service provider to ensure that the contact person and number given for the project executed are still available for verification.

The most relevant and recent projects should be summarized on the above template and additional projects and explanations may be included as a separate attachment to the registration form; The scope description should be a detailed, but short description of the specific goods or services provided, not vague or in general, e.g. not just "equipment" / "vehicle" / "study", but what type of "__ equipment" / "__ vehicle" / "__ study".

CONTRACT / PERFORMANCE MANAGEMENT (PENALTIES & SUSPENSIONS)

In terms of section 37 (2) of the Occupational Health and Safety Act (Act 85 of 1993) as amended, the mandatory (contractor) hereby acknowledges that he is an employer in his own right. He undertakes to determine all risks associated with the work he is required to perform and to determine and implement all cautionary measures to mitigate or remove such risk. The applicant will take all necessary steps to ensure compliance with the Occupational health and Safety Act, 1993.

Where the applicant is found not to comply with the requirements or the Occupational Health and Safety Act, the Waterberg District Municipality or its representative will be able to stop the activities of the mandatory, without any cost to the Waterberg District Municipality, until such time as the mandatory complies with the requirements of the Act.

The Accounting Officer has the right to impose a penalty equivalent to the offence where poor or unsatisfactory service is rendered and that an additional standard WDM Service Level Agreement which will include a penalty clause should be concluded by all parties on all project, including Infrastructure projects.

Penalty will be imposed on the following cases:-

- Late delivery.
- Poor Quality.
- Non- compliance to scope of work, reporting requirements and any other tender documents requirements.
- Any other misrepresentation or poor performance.

The expiry date of the implementation period for a project will be as indicated on the tender document.

No extension will be granted for a project without good motivation and any failure to deliver the expected results before or on the specified deadline date will automatically result in penalties to be effected by WDM.

Penalties will be calculated ranging from 2% to 25% of the total project amount on the discretion of the municipality. Penalty percentage may be above 25% if the offence is severe.

ACKNOWLEDGEMENT & ACCEPTANCE

Name: _____

Identity No.: _____

Position: _____

Signature: _____ **duly authorized to sign on behalf of**

_____ **(Name of organization)**

Address: _____

Date: _____ **Telephone:** _____

QUOTATION COMPLIANCE PROCEDURE

With reference to awards that are being made by Waterberg District Municipality to service providers, please note the following procedures in order to streamline the procuring of goods and services:

1. The onus of updating supplier information on the municipal Supplier Database, vests with the service provider, meaning the service provider must ensure that information on the database is correct at all times.

   The above information relates to:
   - **A valid Tax Clearance Certificate**
   - **Correct banking details**
   - **Correct contact details**

   If any of these expire or change, it is the responsibility of the service provider to submit to the Waterberg District Municipality the new certificate / information in order to still qualify for a selection.

2. Bidders must acquaint themselves fully on the National Treasury Standard Condition of Contract as included in the registration documents.

3. The quantity of goods and / or services delivered should be equal to the quantity stated on the invoice; payment for goods delivered will be accordingly.

4. The quality of the goods delivered should be the exact quality as stipulated within the quotation specifications offered and accepted in the quotation document.

5. Whenever a department or section notifies Supply Chain Management regarding poor or lack or performance relating to tender conditions, the supplier will be contacted and the issue will be addressed according to WDM Policy / contract / above signed penalty & contract management section regarding supplier performance.

   All quotations submitted must reflect the following information:
   - On letterhead
   - Company / business name
   - Company / business registration number
   - Business street / physical address
   - Business telephone and fax numbers
   - E-mail address
   - Quotation reference number
   - VAT Registration number (if applicable)
   - Tax reference number

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QUOTATION COMPLIANCE PROCEDURE *(continued)*

All original tax invoices submitted for payment must reflect the following information:

- On letterhead
- Company / business name
- Company / business registration number
- Business street / physical address
- Business telephone and fax numbers
- E-mail address
- Quotation reference number / WDM Order number
- Company VAT Registration number (if applicable)
- Waterberg District Municipality VAT Registration number: **4270112842**

Awards to close family members of persons in the service of the State (Municipality) -

Waterberg District municipality must disclose the following particulars of any award of more than R2 000 to a person who is a spouse, child or parent of the person who is / has been in the previous twelve months, in the service of the State:

(a) The name of the person
(b) The capacity in which that person is in the service of the State; and
(c) The amount of the award

You are requested to disclose any information relating to the above issues by completing and signing the MBD 4 declaration form attached. You are also requested to complete and sign all other required MBD forms attached to this application.

In lieu of the above, your application to become a service provider on the Waterberg District Municipality database will be finalised and a vendor number will be issued to all accredited prospective suppliers and service deliverers.

RESTRICTIONS

Without prejudice to any legal or contractual rights or remedies Waterberg District Municipality may have, a supplier and / or its directors / owners / staff members will be restricted from doing any business with Waterberg District Municipality if the supplier and / or its directors / owners / staff members:

1. Provides false or incorrect information in this application.
2. Promises, offers or gives or attempts to promise, offer or give to an official, employee or any other person related to the Waterberg District Municipality any bribe, commission, gift, loan, advantage or any other consideration whatsoever.
3. Fails to testify, or make their employees available to testify in any criminal, misconduct procedures against any government official of Waterberg District Municipality.

4. Fails to report in writing within 24 hours after any suspected misconduct by any government official of the Waterberg District Municipality, including but not limited to attempts to bribe or commits any unethical behaviour to the Head of the Department.
5. Makes any statements to the media concerning Waterberg District Municipality or on information obtained whilst working for Waterberg District Municipality, without written authority from government.
6. Promotes or incites labour unrest amongst government officials on or off government property.
7. Is the direct or indirect cause of disciplinary or criminal action taken against any government official of Waterberg District Municipality.
8. Cause racial conflict on any government property, or property occupies by government.
9. Is in unauthorised possession of, or removes or attempt to remove any property belonging to or which is under the control of government, government officials, other suppliers or visitors of Waterberg District Municipality.
10. Have been found guilty by a competent court, or has paid an admission of guilt, in respect of any criminal offence which can breach a necessary trust relationship between Waterberg District Municipality and the supplier, or may offend the general public.
11. Prevent or obstruct any government official of Waterberg District Municipality or someone appointed by government to gain access to premises for the purpose of inspecting records or material relevant to the functions, duties, services or products of the supplier to government.
12. Wilfully or negligently damages any government property, or directly or indirectly causes any loss of government assets.
13. Makes a false statement or representation, which relates to or arises from its contractual duty to Waterberg District Municipality.
14. Builds up a history of poor performance to Waterberg District Municipality.
15. Knowingly gives false evidence during criminal or departmental proceedings related to its contractual obligations to Waterberg District Municipality.
16. Has a bad credit history or track record with other suppliers or Waterberg District Municipality that could damage the trust relationship.
17. Is in debt with SARS or has a bad track record with the Receiver of Revenue.
18. Fails to or has failed to comply with any conditions of an agreement or performs or has performed unsatisfactorily under an agreement with Waterberg District Municipality.

CERTIFICATION OF ACCEPTANCE

The affidavit must be completed and signed (compulsory)

I, the undersigned who warrants that I am duly authorised to do so on behalf of the business, confirm that the contents of this Affidavit are within my personal knowledge to the best of my belief both true and correct.

I hereby agree that in the event of false, incorrect or misleading information being provided in this declaration, Waterberg District Municipality shall have the right to:

- **Recover any losses or damages sustained by Waterberg District Municipality under such agreement**
- **Restrict the supplier from further business with Waterberg District Municipality depending on the materiality of the misinterpretation and the degree of the prejudice suffered.**

SIGNATURE AUTHORITY

Name: _____

Identity No.: _____

Position: _____

Signature: _____ **duly authorized to sign on behalf of**

_____ **(Name of organization)**

Address: _____

Date: _____ **Telephone:** _____

CHECKLIST ON MINIMUM REQUIREMENTS

Please indicate if the following documents have been included:

The compulsory minimum requirements are mandatory and applications will not be processed without them.

#	MINIMUM REQUIREMENTS	Tick	COMMENT IF NOT ATTACHED
	COMPULSORY		
1.	**Original** valid Tax Clearance Certificate (no e-mailed, faxed or colour copies will be accepted) *		
2.	Copy of valid company/entity registration certificates *		

#	MINIMUM REQUIREMENTS	Tick	COMMENT IF NOT ATTACHED
3.	Copy of CIPC certificate of annual returns		
4.	ID copies of the shareholders / owners		
5.	Municipal accounts of the company (business address) and shareholders (residential address) which is not in arrears for more than 90 days (see detailed explanation on **pages 5 & 6**)		
6.	Proof of Banking – Copy of Statement or Cheque or letter from bank to state the list of signatories (see **page 7**) *		
7.	**Certified** copy of Valid BBBEE certificate. Letter with the status level verification for EMEs. (see **page 6**)		
8.	Contactable Reference List of previous completed projects (see detailed explanation on **pages 12 & 13**)		
10.	All MBD Forms must be completed and signed (minimum MBD 4, MBD 8 & MDB 9)		
11.	Application Form – **ALL** sections / tables in this application form must be completed and the form must be signed		
12.	Form must be signed in black ink		
13.	Any alterations must be initialled		
14.	Initial each page of National Treasury Conditions of Contract		
	IF APPLICABLE		
1.	In case of a Joint Venture, Association or Consortium a formal contract agreement must be signed and attached.		
2.	Proof of shareholders' disability (Doctor's letter to state permanent disability) *		
	IF APPLICABLE *(continued)*		
3.	VAT Registration (VAT 103 document – only if recently registered and not indicated on the Tax Clearance Certificate) *		
4.	NPO / NGO Certificate		
5.	Certified copy of Registration with recognized council body		

#	MINIMUM REQUIREMENTS	Tick	COMMENT IF NOT ATTACHED

Type	Required Certificate
Security Services	PSIRA
ICT	ICT Services Accreditation Certificate
Construction related	CIDB
Training Institutions	SETA Accreditation Certificate
Transport	Operating licence with passenger liability & Public drivers permit for drivers
Catering	Certificate of Acceptability for food handling
Provision of vehicles	Motor Industry Registration certificate
Provision of fire fighting vehicles	MIB (manufacture, import, builder) certification

Any other accreditation relevant to your commodity(s) selected:

Type	Required Certificate

* see further explanations for these requirements below

Explanation of business documents required							
DOCUMENT REQUIRED	BUSINESS TYPE						WHERE TO FIND DOCUMENT
	Sole Proprietor	CC & Private Company	Partnership	Public Company	Business Trust	Non-Profit Organization	
Certified copies of company registration	N/A	CK1 / CK2 / CM3	Partnership agreement	Certificate of Incorporation (CM3)	Trust agreement / deed	Section 21	Registrar of Close Corporation & Companies
Certified copies of proof of ownership	N/A	CK1/CK2	Partnership agreement	Shareholding (CM3)	Trust details: letter of Attorney	Auditor's letter – No shareholding	Registrar of Close Corporation & Companies
Proof of Banking	Bank Statement	Bank Statement	Bank Statement	Bank Statement	Bank Statement	Bank Statement	Branch of bank where account is held
Income Tax	For the owner of the business	For the company / CC	For the Partnership	For the Company	For the Trust	For the NPO	Receiver of Revenue (SARS)
Original Tax Clearance	For the owner of the Business	For the company / CC	For the Partnership	For the Company	For the Trust	For the NPO	Receiver of Revenue (SARS)
VAT Registration	> R300 000 annual turnover	> R300 000 annual turnover	> R300 000 annual turnover	> R300 000 annual turnover	> R300 000 annual turnover	> R300 000 annual turnover	Receiver of Revenue (SARS)
Security Officer's Board	If in security industry	If in security industry	If in security industry	If in security industry	If in security industry	If in security industry	Security Service Industry Regulatory Authority
Construction Industry Development Board	If in construction industry	If in construction industry	If in construction industry	If in construction industry	If in construction industry	If in construction industry	Construction Industry Development Board
Certified proof of disability	If owner is disabled	If owner is disabled	If owner is disabled	If owner is disabled	If owner is disabled	If owner is disabled	Doctor

Annexures to this form: MDB 4, MBD 8, MBD 9, NT GCC

MBD 4

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:

.....

.....

10

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

Full Name	Designation- E.G (Director/ Trustee/ Member/ Shareholder)	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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? (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). **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)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
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	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS 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

Js367bW

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.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

Js9141w 4

THE NATIONAL TREASURY
Republic of South Africa

GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT
July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

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

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

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

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

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

1.7 "Day" means calendar day.

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

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

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

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

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

1.13 "Fraudulent practice" means a misrepresentation of facts in order to

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause

5.3 except for purposes of performing the contract.

5.4 Any document, other than the contract itself mentioned in GCC clause

5.5 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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

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

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or

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

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

14. Spare parts

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

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

15.4 Upon receipt of such notice, the supplier shall, within the period

specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly

notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause

21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the Supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings

herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rands);
- The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) **(select one)**_____ of **the dtI** Codes of Good Practice.
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned		**Level One** (135% B-BBEE procurement recognition)	
More than 51% black owned		**Level Two** (125% B-BBEE procurement recognition)	
(a) At least 25% of cost of sales, (excluding labour costs and depreciation)must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%,		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and/ or packaging		(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.			

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

_____

Commissioner of Oaths
Signature & stamp

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	**Level One** (135% B-BBEE procurement recognition)	
More than 51% black owned	**Level Two** (125% B-BBEE procurement recognition)	
Less than 51% black owned	**Level Four** (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

_____

Commissioner of Oaths
Signature & stamp