BID DESCRIPTION: REQUEST FOR PROPOSALS FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF THE FIVE (5) YEAR INTERGRATED DEVELOPMENT PLAN (IDP) FOR METSIMAHOLO LOCAL MUNICIPALITY FOR THE 2027/2028 TO 2031/2032 FINANCIAL YEARS.

Bid Number: MLM 03/2026/27

SCM Unit contact number: (016) 973 8740/3/4 & 8611/2/55/71

Department contact number: 016 973 8356

CLOSING DATE: 30 OCTOBER 2026

TIME: 11H00

DEPOSITED IN THE BID BOX SITUATED AT:

Metsimaholo Local Municipality, No 10 Fichardt Street, Finance Building, 1st Floor

Name of Bidder: _____

Bid Amount (Vat Inclusive): _____

CSD Supplier Number: _____

Contact Person: _____

Contact no: _____

Email Address: _____

Please Note:

1. No bid or tender will be awarded to a person in the service of the State.
2. No bid or tender will be awarded without submitting Municipal Accounts or lease agreement.
3. No bid or tender will be awarded to tender defaulters or restricted by National Treasury.
4. Other conditions of the bid or tender must be adhered to by the Bidder.
5. Documents must be inserted in a **sealed envelope**; failure to do so will lead to disqualification.
6. **If you are late for the briefing session, you will not be allowed to sign the attendance register**

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WARNING DISCLAIMER (A)

MISREPRESENTATION OF INFORMATION (FRAUD) - COMPLIANCE & FUNCTIONALITY

NB: The Municipality reserves the right to blacklist the company & it's directors should it be found to have submitted false documentation. If contract already awarded, it will be terminated, and the service provider will be reported to National Treasury for blacklisting.

In terms on the regulation 46 (2) (i) of the municipal SCM policy

1. An official or other role player involved in the implementation of Policy –

   (a) must report to the accounting officer any alleged irregular conduct in the supply chain management system which that person may become aware of, including –

(i) Any alleged fraud, corruption, favouritism or unfair conduct;

(ii) Any alleged contravention of paragraph 47(1) of this Policy; or

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

In terms PPPFA, MBD 6.1 bidders are required to claim points for specific goals.

*** The organ of state reserves the right to require of a tender either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding the preferences required by the organ of state.***

****Bidders are warned against submission of fraudulently or edited municipal rates and taxes accounts and lease agreements.***

*****The Municipality reserves the right to verify and authenticate all information and documentation submitted in response to this tender. Such verification may include, inter alia, physical inspection, site visits, reference checks, and confirmation with relevant institutions, regulatory bodies, and issuing authorities.***

******All personal information provided will be processed in accordance with the Protection of Personal Information Act (POPIA) and will be used solely for purposes related to the evaluation, adjudication and administration of this tender.***

*******By submitting a bid, bidders consent to the verification of all submitted information and to the lawful processing of their personal information as outlined above.***

I, _____, the director of

*_____ hereby declare that all supporting documents (**compliance and functionality documents**) submitted with this bid are valid.*

Signed at: _____

Signature: _____

Date : _____

WARNING DISCLAIMER (B)

MISREPRESENTATION OF INFORMATION (FRAUD) - SPECIFIC GOALS

NB: The Municipality reserves the right to blacklist the company & it's directors should it be found to have submitted false documentation. If contract already awarded, it will be terminated, and the service provider will be reported to National Treasury for blacklisting.

In terms on the regulation 46 (2) (i) of the municipal SCM policy

1. An official or other role player involved in the implementation of Policy –

   (a) must report to the accounting officer any alleged irregular conduct in the supply chain management system which that person may become aware of, including –

(i) Any alleged fraud, corruption, favouritism or unfair conduct;

(ii) Any alleged contravention of paragraph 47(1) of this Policy; or

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

In terms PPPFA, MBD 6.1 bidders are required to claim points for specific goals.

*** The organ of state reserves the right to require of a tender either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding the preferences required by the organ of state.***

****Bidders are warned against submission of fraudulently or edited municipal rates and taxes accounts and lease agreements.***

*****The Municipality reserves the right to verify and authenticate all information and documentation submitted in response to this tender. Such verification may include, inter alia, physical inspection, site visits, reference checks, and confirmation with relevant institutions, regulatory bodies, and issuing authorities.***

******All personal information provided will be processed in accordance with the Protection of Personal Information Act (POPIA) and will be used solely for purposes related to the evaluation, adjudication and administration of this tender.***

*******By submitting a bid, bidders consent to the verification of all submitted information and to the lawful processing of their personal information as outlined above.***

I, _____, the director of

_____ *hereby declare that all supporting documents (**proof of specific goals documents, municipal rates and taxes/lease agreement**) submitted with this bid are valid.*

Signed at: _____

Signature: _____

Date : _____

MBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	**MLM 03/2026/27**	CLOSING DATE:	**30 0CTOBER 2026**	CLOSING TIME:	**11H00**
DESCRIPTION	**REQUEST FOR PROPOSALS FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF THE FIVE (5) YEAR INTERGRATED DEVELOPMENT PLAN (IDP) FOR METSIMAHOLO LOCAL MUNICIPALITY FOR THE 2027/2028 TO 2031/2032 FINANCIAL YEARS.**				
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)*

Metsimaholo Local Municipality					
No 10 Fichardt Street					
Finance Building					
1st Floor					
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:	

ARE YOU THE ACCREDITED REPRESENTATIVE *IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?*	☐Yes ☐No [IF YES ENCLOSE PROOF]	***ARE YOU A FOREIGN BASED SUPPLIER FOR*** *THE GOODS /SERVICES /WORKS OFFERED?*	☐Yes ☐No [IF YES, ANSWER 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	**FINANCE**	DEPARTMENT	**IDP**
CONTACT PERSON	**SCM**	CONTACT PERSON	**MR M MONGALE**
TELEPHONE NUMBER	**016 973 8740/3/4 & 8611/2/55/71**	TELEPHONE NUMBER	**016 973 8356**
E-MAIL ADDRESS	**N/A**	E-MAIL ADDRESS	**moses.mongale@metsimaholo.gov.za**

MBD1

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: …….. ……

MBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) 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 Bid: REQUEST FOR PROPOSALS FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF THE FIVE (5) YEAR INTERGRATED DEVELOPMENT PLAN (IDP) FOR METSIMAHOLO LOCAL MUNICIPALITY FOR THE 2027/2028 TO 2031/2032 FINANCIAL YEARS.

Bid Number: MLM 03/2026/27

Closing Time: 11H00 **Closing date:** 30 OCTOBER 2026

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

- 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: Firm/Not firm
- 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.
*Delete if not applicable.

COMPLIANCE REQUIREMENTS

NO	RETURNABLE	NOTES
1	A copy of a CSD summary report OR CSD number.	• CSD full report or summary report OR CSD number. • Municipality may not make any award to a person whose tax matters are not complaint with SARS, please note that tax compliance will be verified before any award.
2	Proof of company registration documents with the Director's details must be attached, OR Proof of Identity Document (ID) Copy for a sole proprietorship must be attached, OR Proof of Partnership Agreement for partnership must be attached.	• The company registration documents must indicate the company and director's details, OR • Identity Document (ID) Copy for a sole proprietorship, OR • Partnership Agreement *****In a case where the Director has changed names, proof of name change must be attached.***
3	Fully completed MBD forms	• Fully completed manually in handwriting and in black ink pen. • Signed by hand in black ink pen.
4	Joint Venture Agreement	• If applicable submit a complete and signed JV agreement.
	• **NB! The following documents will not be accepted on ITEM 5; 6 AND 7:** Affidavits; Address confirmation letter; invoices from the body corporates or agents, rates, and taxes of the lessor where the rented premises address does not match the addresses on the Company registration document (without a lease agreement, will not be accepted) and municipal tender / rates clearance letter	
5	Latest Municipal rates and taxes account for the COMPANY AND DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS. • **NB!** Submit **AUG / SEP or OCT 2026** municipal rates & taxes statement.	• Submit **AUG / SEP or OCT 2026** municipal rates & taxes statement • The submitted account must not be in arrears for more than 3 months. • In case where the Municipal rates and taxes Statement submitted is not in the company/Directors/Trustees/Members/Shareholders name/s, ONLY MUNICIPAL rates and taxes where the address of the Municipal Rates and Taxes statement matches the address on the company registration documents will be accepted) if not in arrears for more than 3 months.
6	In the event of a tenant renting a lease agreement MUST be attached for the COMPANY AND DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS.	The lease agreement must include the following: • A valid copy of the lease agreement must be signed by (both Lessor and lessee). • The lease agreement must indicate dates of commencement and expiry or duration. • In a case where the lease agreement has expired and there is a clause indicating an automatic renewal, the original lease agreement and a confirmation letter signed by Lessor must be attached. • In the occasion where the lease agreement has expired the original lease agreement AND extension must be attached with commencement and expiry dates or duration. • In case where the Lease agreement submitted is not in the company/Directors/Trustees/Members/Shareholders name/s, ONLY Lease Agreements where the address of the Premises leased matches the address on the

		company registration documents will be accepted)
	Note: If the company registration document's listed physical address is the same for the Company and the Director, One Valid lease agreement or the municipal rates and taxes statement, with a matching address will be accepted for both Company & Director.	
7	Municipal rates and taxes for bidders who are from the rural areas for the COMPANY AND DIRECTORS/TRUSTEES/MEMBERS/SHARE HOLDERS.	• If the bidder is from the rural area a letter from the municipality that the area is not liable to pay municipal rates and taxes OR a signed letter from the chief indicating that the bidder is from that rural/tribal area.
8	Detailed Proposal	The bidder's proposal must show the following: a) **Project Execution**: Detailed description of how the project will be executed b) **Project Plan**: A clear timeline with milestones. c) **Project Cost**: Detailed Cost breakdown with a sign-off and payment schedule. d) **Targets**: Defined targets aligned with the scope of work, including cost and payment schedules. e) **Progress Reporting**: Regular progress reports and evaluation data for each project phase. f) **Closeout Report:** A final report with all relevant documentation.

Failure to comply with the above-mentioned terms and conditions will deem your bid to be disqualified.

Specific Goals (Locality) **REFER TO: MBD 6.1**	**The following must be submitted for proof of locality:** • Municipal account in the name of the bidder not older than 90 days or • A valid copy of lease agreement signed by both parties, where the bidder is the lessee, or • SARS tax pin document • An official letter from the bank or bank statement indicating the registered business address of the bidder • Bidders from rural area a letter from the municipality that the area is not liable to pay municipal rates and taxes OR a signed letter from the chief indicating that the bidder is from that particular rural/tribal area.

NB: 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.

PROPOSED ALLOCATION OF POINTS IN TERMS OF FUNCTIONALITY

ITEM	DESCRIPTION	WEIGHT
1	**COMPANY EXPERIENCE** A signed appointment letters or an official orders or instruction notes with a completed, signed & stamped Metsimaholo LM corresponding reference forms for completed projects in Integrated Development Plan (IDP) -**10 points each (attached in page 13 – 22).** **NB:** ✓ Submissions of signed appointment letter or official order or instruction note must be from **Public Sector.** ✓ No subcontracting appointment letters will be accepted. ***** Failure of submissions from Public Sector will lead to not scoring points.***	**50**
2	**KEY PERSONNEL WITH YEARS OF EXPERIENCE** 1. Project Manager with NQF L7 or higher in Town and Regional Planning or Public Management or Administration or Development Studies or Finance related studies • With 10 years and above experience in Strategic Planning or Performance Management or Auditing or Senior Management in Local Government **- 30points** • With more than 5 years and below 10 years' experience in Strategic Planning or Finance or Performance Management or Auditing or Senior Management in Local Government **- 20points** • With minimum 3 years and below 5 years' experience in Strategic Planning or Finance or Performance Management or Auditing or Senior Management in Local Government **- 05points** • With less than 3 years' experience in Strategic Planning or Finance or Performance Management or Auditing or Senior Management in Local Government **- 0point.** **** Attach Qualifications and CV**	**30**

3	**PROOF OF PAST APPLICABLE EXPERIENCE** One (1) printed copy of an Integrated Development Plan (IDP) developed by the bidder within the past ten (10) years, accompanied by a signed confirmation letter from the relevant client, issued on the client's official letterhead, confirming the bidder's involvement in developing the IDP.	**20**
	TOTAL	**100**
Bidders must obtain a minimum of 70 points for functionality for further evaluation		

NOTES

- The bidders will be required to have at least one set of an Appointment letter or Order or Instruction note with corresponding Metsimaholo reference form.

It must be noted that the municipality will contact previous client to obtain verification of company experience submission.

Allocation of points on functionality will be given on condition that:

1. At least one positive verification response must be submitted to obtain a points for functionality (Full points as per the allocation) (NB: This is compulsory).
2. In a case we do not obtain verification response on other submitted reference forms bidders will obtain half points instead of full points.

- Where referees fail to respond within the stipulated timeframe, the evaluation committee shall rely on documentary evidence submitted by the bidder. Non-response shall not, on its own, constitute grounds for disqualification but rather half point for experience on functionality on account that one positive response is provided.

- The bidder will obtain zero point for functionality on experience for all negative response verification responses received or in a case where the municipality did not receive a response at all.

NB: Where the service provider submit false information, the municipality has the right for appropriate recourse which may include, disqualification of the fraudulent service providers, blacklisting the service provider in terms of MFMA circular 43 or taking any appropriate measure which may include opening a case for fraud or referring the matter to law enforcement agencies, etc.

SATISFACTORY LETTER – A

TO: METSIMAHOLO LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid **MLM 03/2026/27** for the:
REQUEST FOR PROPOSALS FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF THE FIVE (5) YEAR INTERGRATED DEVELOPMENT PLAN (IDP) FOR METSIMAHOLO LOCAL MUNICIPALITY FOR THE 2027/2028 TO 2031/2032 FINANCIAL YEARS.

Municipal / Client's Name	
Name of the company tendering	
Project Name	
Contract Number /Tender number / Order number	
Description of scope of work	
Duration / time when the above was provided	
Was their performance satisfactory? Yes / No	*If No*, please furnish details:
Was the service offered complying with the specifications? Yes / No	*If No*, please furnish details:
Will you recommend this supplier to anyone without reservations? Yes / No	*If No*, please furnish details:

1. **Name of authorized person:** ..... **Position** ..... **Signature:** .....

Telephone: ..... **E-mail:** .....

Date: .....

Completed on behalf of (Name of Institution)

.....

NB: *This document must be completed in full and stamped by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points*

OFFICIAL INSTITUTION STAMP

2. **Name of authorized person:** ..... **Position** ..... **Signature:** .....

Telephone: ..... **E-mail:** .....

Date: .....

Completed on behalf of (Name of Institution)

.....

NB: *This document must be completed in full and stamped by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points*

OFFICIAL INSTITUTION STAMP

NOTES:

- The verification of the functionality experience deadline will be a maximum of 5 working days.
- The bidder can obtain two referees or one for the completeness of the reference form. This is to assist the bidder to obtain responses on verification of functionality experience, if one referee is unable to respond then there is an option of a second referee. It is upon the bidder to request the client to complete both or only one person from the client.

NB: The municipality reserves the right to employ any other means of verification which they might deem fit to confirm the authenticity of the bidder's submission

SATISFACTORY LETTER – B

TO: METSIMAHOLO LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid **MLM 03/2026/27** for the:
REQUEST FOR PROPOSALS FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF THE FIVE (5) YEAR INTERGRATED DEVELOPMENT PLAN (IDP) FOR METSIMAHOLO LOCAL MUNICIPALITY FOR THE 2027/2028 TO 2031/2032 FINANCIAL YEARS.

Municipal / Client's Name	
Name of the company tendering	
Project Name	
Contract Number /Tender number / Order number	
Description of scope of work	
Duration / time when the above was provided	
Was their performance satisfactory? **Yes / No**	*If No*, please furnish details:
Was the service offered complying with the specifications? **Yes / No**	*If No*, please furnish details:
Will you recommend this supplier to anyone without reservations? **Yes / No**	*If No*, please furnish details:

1. **Name of authorized person:** ..... **Position** ..... **Signature:** .....

Telephone: ..... **E-mail:** .....

Date: .....

Completed on behalf of (Name of Institution) .....

NB: *This document must be completed in full and stamped by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points.*

OFFICIAL INSTITUTION STAMP

2. **Name of authorized person:** ..... **Position** ..... **Signature:** .....

Telephone: ..... **E-mail:** .....

Date: .....

Completed on behalf of (Name of Institution)

.....

NB: *This document must be completed in full and stamped by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points*

OFFICIAL INSTITUTION STAMP

NOTES:

- The verification of the functionality experience deadline will be a maximum of 5 working days.
- The bidder can obtain two referees or one for the completeness of the reference form. This is to assist the bidder to obtain responses on verification of functionality experience, if one referee is unable to respond then there is an option of a second referee. It is upon the bidder to request the client to complete both or only one person from the client.

NB: The municipality reserves the right to employ any other means of verification which they might deem fit to confirm the authenticity of the bidder's submission

SATISFACTORY LETTER – C

TO: METSIMAHOLO LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid **MLM 03/2026/27** for the:
REQUEST FOR PROPOSALS FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF THE FIVE (5) YEAR INTERGRATED DEVELOPMENT PLAN (IDP) FOR METSIMAHOLO LOCAL MUNICIPALITY FOR THE 2027/2028 TO 2031/2032 FINANCIAL YEARS.

Municipal / Client's Name	
Name of the company tendering	
Project Name	
Contract number /Tender number / Order number	
Description of scope of work	
Duration / time when the above was provided	
Was their performance satisfactory? **Yes / No**	*If No*, please furnish details:
Was the service offered complying with the specifications? **Yes / No**	*If No*, please furnish details:
Will you recommend this supplier to anyone without reservations? **Yes / No**	*If No*, please furnish details:

1. **Name of authorized person:** ..... **Position** ..... **Signature:** .....

Telephone: ..... **E-mail:** .....

Date: .....

Completed on behalf of (Name of Institution)

.....

NB: *This document must be completed in full and stamped by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points.*

OFFICIAL INSTITUTION STAMP

2. **Name of authorized person:** ..... **Position** ..... **Signature:** .....

Telephone: ..... **E-mail:** .....

Date: .....

Completed on behalf of (Name of Institution)

.....

NB: *This document must be completed in full and stamped by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points*

OFFICIAL INSTITUTION STAMP

NOTES:

- The verification of the functionality experience deadline will be a maximum of 5 working days.
- The bidder can obtain two referees or one for the completeness of the reference form. This is to assist the bidder to obtain responses on verification of functionality experience, if one referee is unable to respond then there is an option of a second referee. It is upon the bidder to request the client to complete both or only one person from the client.

NB: The municipality reserves the right to employ any other means of verification which they might deem fit to confirm the authenticity of the bidder's submission

SATISFACTORY LETTER – D

TO: METSIMAHOLO LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid **MLM 03/2026/27** for the:
REQUEST FOR PROPOSALS FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF THE FIVE (5) YEAR INTERGRATED DEVELOPMENT PLAN (IDP) FOR METSIMAHOLO LOCAL MUNICIPALITY FOR THE 2027/2028 TO 2031/2032 FINANCIAL YEARS.

Municipal / Client's Name	
Name of the company tendering	
Project Name	
Contract number /Tender number / Order number	
Description of scope of work	
Duration / time when the above was provided	
Was their performance satisfactory? **Yes / No**	*If No*, please furnish details:
Was the service offered complying with the specifications? **Yes / No**	*If No*, please furnish details:
Will you recommend this supplier to anyone without reservations? **Yes / No**	*If No*, please furnish details:

1. **Name of authorized person:** ..... **Position** ..... **Signature:** .....

Telephone: ..... **E-mail:** .....

Date: .....

Completed on behalf of (Name of Institution)

.....

NB: *This document must be completed in full and stamped by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points*

OFFICIAL INSTITUTION STAMP

2. **Name of authorized person:** ..... **Position** ..... **Signature:** .....

Telephone: ..... **E-mail:** .....

Date: .....

Completed on behalf of (Name of Institution)

.....

NB: *This document must be completed in full and stamped by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points*

OFFICIAL INSTITUTION STAMP

NOTES:

- The verification of the functionality experience deadline will be a maximum of 5 working days.
- The bidder can obtain two referees or one for the completeness of the reference form. This is to assist the bidder to obtain responses on verification of functionality experience, if one referee is unable to respond then there is an option of a second referee. It is upon the bidder to request the client to complete both or only one person from the client.

NB: The municipality reserves the right to employ any other means of verification which they might deem fit to confirm the authenticity of the bidder's submission

SATISFACTORY LETTER – E

TO: METSIMAHOLO LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid **MLM 03/2026/27** for the **REQUEST FOR PROPOSALS FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF THE FIVE (5) YEAR INTERGRATED DEVELOPMENT PLAN (IDP) FOR METSIMAHOLO LOCAL MUNICIPALITY FOR THE 2027/2028 TO 2031/2032 FINANCIAL YEARS.**

Municipal / Client's Name	
Name of the company tendering	
Project Name	
Contract number / Tender number / Order number	
Description of scope of work	
Duration / time when the above was provided	
Was their performance satisfactory? **Yes / No**	*If No*, please furnish details:
Was the service offered complying with the specifications? **Yes / No**	*If No*, please furnish details:
Will you recommend this supplier to anyone without reservations? **Yes / No**	*If No*, please furnish details:

1. **Name of authorized person:** ..... **Position** ..... **Signature:** .....

Telephone: ..... **E-mail:** .....

Date: .....

Completed on behalf of (Name of Institution)

.....

NB: *This document must be completed in full and stamped by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points.*

OFFICIAL INSTITUTION STAMP

2. **Name of authorized person:** ..... **Position** ..... **Signature:** .....

Telephone: ..... **E-mail:** .....

Date: .....

Completed on behalf of (Name of Institution)

.....

NB: *This document must be completed in full and stamped by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points*

OFFICIAL INSTITUTION STAMP

NOTES:

- The verification of the functionality experience deadline will be a maximum of 5 working days.
- The bidder can obtain two referees or one for the completeness of the reference form. This is to assist the bidder to obtain responses on verification of functionality experience, if one referee is unable to respond then there is an option of a second referee. It is upon the bidder to request the client to complete both or only one person from the client.

NB: The municipality reserves the right to employ any other means of verification which they might deem fit to confirm the authenticity of the bidder's submission.

TERMS OF REFERENCE

BACKGROUND

Metsimaholo Local Municipality hereby invites competent and qualified services providers are hereby invited to submit bid proposals for the development of the Five(5) year Integrated Development Plan (IDP) for Metsimaholo Local Municipality for the period 2027 – 2032 in line with the provisions of Local Government: Municipal Systems Act, (Act 32 of 2000) as amended and in compliance with the Municipal Planning and Performance Management Regulations (2001) and any other applicable National and Provincial.

SCOPE OF WORK

The successful service provider will be expected to carry out the following activities as a minimum, in order to achieve the project deliverables as outlined above:

- Prepare a detailed and compliant Process Plan for approval by Council.
- Analyse strategic documents such as current and past approved IDPs and budgets of the municipality, annual reports, municipal revenue enhancement strategy, spatial development plans, policies, etc. as part of preparation.
- Consult with authorities such as MAYCO, Budget Steering Committee, Municipal Manager, Senior Managers, Line Managers, etc to understand their overall institutional goals and expectations at various levels with an objective to analyse, refine and formulate and congruent strategic position for the municipality that will lead to attainment of the enlisted objectives.
- Compile an implementation plan / programme of action in consultation with the Accounting Officer and/or Heads of Departments to align municipal departments, stakeholders and communities so ensure that their respective needs and expectations are appropriately considered and harmonised.
- Assist with the facilitation of Public Participation processes in all 23 wards of the municipality to ensure that local residents, NGOs, and civil society can voice their needs to ensure that the municipality's vision and development priorities reflect the realities of its people.
- Conduct internal consultative process, inclusive of scenario planning for short to long-term positioning of the municipality, as well as developing the strategic intent for long-term sustainability and apply contemporary tools of analysis to refine focus areas such as priorities, strategic interventions, and key result areas.
- Risk Management: Explicit inclusion of risk assessment and mitigation strategies (e.g. Governance risks, financial sustainability, etc.)
- Sector Plan Integration: inclusion of all core sector plans and related sector plans.
- Facilitate the drafting of SMART goals and objectives with defined time frames and assist in the development of results-oriented action plan to achieve these.
- This includes the development of comprehensive performance indicators that will help the organisation to track, monitor and review progress against performance targets that may be agreed upon.

- Capture the discussions and deliberations emanating from public participation, stakeholder engagements and internal consultations, analyse and refine these for use as content for the final plan.
- Connect and align local municipal goals with broader provincial and national development frameworks, such as the National Development Plan (NDP), District Development Model, etc.
- Submit monthly progress report to management within one week, after the end of each calendar month.
- Credibility test: for finalization of the IDP, consult the Cooperative Governance's IDP credibility Assessment Framework, to ensure the final plan passes credibility test
- Submit the project close-up report within two weeks after the final comments were received on final draft IDP.

Timeframe:

- Submission of Draft IDP to be submitted no later than End of February 2027
- Final Draft of IDP to be submitted no later than End of April 2027
- The appointed service provider will be liable for penalties of R2,000.00 per day for any delays attributable to the service provider. The service provider will also be liable for any costs incurred as a result of such delays.

Participants:

- The Lekgotla/strategic sessions shall be attended by no more than one hundred (100) participants, including, but not limited to, the Executive Mayor, Speaker, Members of the Mayoral Committee, Political Party Whips, Municipal Manager, Senior Managers, Line Managers, and other relevant invitees.

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: ……

CSD 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:
……..
……

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

NB: If a supplier does not declare their interest correctly on the MBD4 Forms, then they will not be selected for any awards.
Should it come to light that a false declaration was made by the bidder after the municipality had awarded the bid, the contract must be immediately suspended and payments made, recovered. False declarations by bidders can be viewed as a criminal offence and charges must be laid by the municipality with the South African Police Services for further investigation. Details will be reported to Council at its next meeting and information contained in the Annual Report of the municipality.

…….. ……
Date **Signature**

…… ……
Capacity **Name of Bidder**

MBD 6.1

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

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

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

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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 80/20 preference point system.

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

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

(a) Price; and

(b) Specific Goals

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS (LOCALITY)	20
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

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 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality	80	

Points Allocation

Location	Points Allocation
Bidder that is within the boundaries of the Metsimaholo Local Municipality	**20**
Bidder that is within the boundaries of the Fezile Dabi District Municipality	**15**
Bidder that is within the boundaries of the Free State Province	**10**
Bidder that is Outside the boundaries of the Free State Province	**05**

Proof of locality

The following must be submitted for proof of locality:

- Municipal account in the name of the bidder not older than 90 days or
- A valid copy of lease agreement signed by both parties, where the bidder is the lessee, or
- SARS tax pin document
- An official letter from the bank or bank statement indicating the registered business address of the bidder
- Bidders from rural area a letter from the municipality that the area is not liable to pay municipal rates and taxes OR a signed letter from the chief indicating that the bidder is from that particular rural/tribal area.

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: ……

COMPANY ADDRESS: ……

……

……

……

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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

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**

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 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**

GENERAL CONDITIONS OF CONTRACT

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.
(iii)The General Conditions of Contract will form part of all bid documents and may not be amended.
(iv) 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 anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
1.7 “Day” means calendar day.
1.8 “Delivery” means delivery in compliance 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 5 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 ancillaries 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 6 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 as 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 8 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 10
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 fulfilment of other obligations stipulated in the contract.
16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the 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 11 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the 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 12-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 13
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.

Supply Chain Management Unit hereby invites bids for the following requirements:

Bid No. MLM	Bid Description	Evaluation Criteria	Specific goals	Bid Fee	Compulsory briefing session	CIDB Grading	Closing date	Technical Contact Person
MLM 03/2026/27	REQUEST FOR PROPOSALS FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF THE FIVE (5) YEAR INTERGRATED DEVELOPMENT PLAN (IDP) FOR METSIMAHOLO LOCAL MUNICIPALITY FOR THE 2027/2028 TO 2031/2032 FINANCIAL YEARS.	80/20 Compliance, Functionality and Price	Locality Metsimaholo Local Municipality 20 Fezile Dabi District Municipality 15 Free State Province 10 Outside boundaries of Free Statxe 05	R 400.00	15 OCTOBER 2026 @13h00 FINANCE BUILDING 2ND FLOOR FOYER	N/A	30 OCTOBER 2026 @11h00 FINANCE BUILDING 2ND FLOOR FOYER	Mr M Mongale 016 973 8356

Bids terms and conditions:

1. Bids shall be evaluated and adjudicated in accordance with the Supply Chain Management Policy of Metsimaholo Local Municipality.
2. **WHERE A COMPULSORY BRIEFING SESSION IS REQUIRED, THE ONUS IS ON THE BIDDER TO ATTEND AND ARRIVE ON TIME, AS LATE ARRIVALS SHALL NEITHER BE ALLOWED INTO THE VENUE NOR WILL THEY BE PERMITTED TO SIGN THE ATTENDANCE REGISTER, AND THEREBY THEY WILL BE DEEMED TO BE ABSENT AND THEIR BIDS SHALL NOT BE CONSIDERED.**
3. Tender documents will be available on **E-tender** website and **SCM Office, Metsimaholo Local Municipality, Civic Centre, 10 Fichardt Street, Sasolburg, finance building, 1st floor.**
4. Non-refundable tender document fee is payable in cash between 07:30am and 15:30pm at the **cashiers in the Rates Hall, Metsimaholo Local Municipality, Civic Centre, 10 Fichardt Street, Sasolburg.**
5. **TENDER DOCUMENTS CAN ALSO BE DOWNLOADED ON E-TENDER for free @www.etenders.gov.za.**
6. The municipality reserves the right to accept the tender in part or totally reject it.
7. **Tenders endorsed with their specific Tender Numbers must be placed in the tender box located at Metsimaholo Local Municipality, Ground floor, Finance Building, 10 Fichardt Street, Sasolburg.**
8. Late tenders will not be accepted.
9. Incomplete tenders may be disqualified.
10. No faxed or e-mailed tenders shall be accepted.
11. The municipality reserves the right to accept any tender price and not necessarily the lowest, and to withdraw any bid before the award.
12. Bidders must comply with the requirements as specified in a tender document; failure to comply may lead to non-consideration (disqualification).
13. Bids from the persons in the service of the state such as Councillors, and other elected representative (MPs, MPLs), public servants, national, provincial, and municipal officials, directors of public and municipal entities are barred from engaging in business with the municipality.

Mr F.J Motloung

Notice No: 59/2026/2027

Municipal Manager

BIDDER MUST USE THE ANNEXURE'S ATTACHED HERETO TO INCLUDE THE REQUIRED RETURNABLE DOCUMENTS

NB: None submission of these supporting documents may lead to disqualification

ANNEXURE A

Central Supply Database (CSD) Summary Report

ANNEXURE B

Company Registration Document /

Certificate issued by Companies and Intellectual Property Commission

Proof of Identity Document (ID) Copy for a sole proprietorship must be attached /

Proof of Partnership Agreement for partnership must be attached.

ANNEXURE C

Joint venture agreement (If applicable)

ANNEXURE D

Latest Municipal rates and taxes account OR lease agreement for the COMPANY

ANNEXURE E

Latest Municipal rates and taxes account OR lease agreement for the DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

ANNEXURE F

DETAILED PROPOSAL

BIDDER MUST USE THE ANNEXURE'S ATTACHED HERETO TO INCLUDE THE REQUIRED RETURNABLE DOCUMENTS FOR FUNCTIONALITY

NB: None submission of these supporting documents will lead to no points award

ANNEXURE G

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KEY PERSONNEL WITH YEARS OF EXPERIENCE

- Project Manager

ANNEXURE H

COMPANY EXPERIENCE

A signed appointment letters or an official orders or instruction notes with a completed & stamped Metsimaholo LM corresponding reference forms for completed projects in Integrated Development Plan (IDP).**(attached in page 13 – 22).**

ANNEXURE I

PROOF OF PAST APPLICABLE EXPERIENCE

- **Metsimaholo Reference Form** (Bidders can use this if they have more experiences than what is required on functionality)

SATISFACTORY LETTER

TO: METSIMAHOLO LOCAL MUNICIPALITY
I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid **MLM 03/2026/27** for the:
REQUEST FOR PROPOSALS FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF THE FIVE (5) YEAR INTERGRATED DEVELOPMENT PLAN (IDP) FOR METSIMAHOLO LOCAL MUNICIPALITY FOR THE 2027/2028 TO 2031/2032 FINANCIAL YEARS.

Municipal / Client's Name	
Name of the company tendering	
Project Name	
Contract number /Tender number / Order number	
Description of scope of work	
Duration / time when the above was provided	
Was their performance satisfactory? Yes / No	*If No*, please furnish details:
Was the service offered complying with the specifications? Yes / No	*If No*, please furnish details:
Will you recommend this supplier to anyone without reservations? Yes / No	*If No*, please furnish details:

1. **Name of authorized person:** ..... **Position** ..... **Signature:** .....

Telephone: ..... **E-mail:** .....

Date: .....

Completed on behalf of (Name of Institution) .....

NB: *This document must be completed in full and stamped by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points.*

OFFICIAL INSTITUTION STAMP

2. **Name of authorized person:** ..... **Position** ..... **Signature:** .....

Telephone: ..... **E-mail:** .....

Date: .....

Completed on behalf of (Name of Institution)

.....

NB: *This document must be completed in full and stamped by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points*

OFFICIAL INSTITUTION STAMP

NOTES:

- The verification of the functionality experience deadline will be a maximum of 5 working days.
- The bidder can obtain two referees or one for the completeness of the reference form. This is to assist the bidder to obtain responses on verification of functionality experience, if one referee is unable to respond then there is an option of a second referee. It is upon the bidder to request the client to complete both or only one person from the client.

NB: The municipality reserves the right to employ any other means of verification which they might deem fit to confirm the authenticity of the bidder's submission