CONTRACT DATA

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render the services as described in the attached bidding documents to (name of the institution)………………………………………………………………. in accordance with the requirements and task directives / proposals specifications stipulated in bid number **JSM/FIN – 01/2026** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Employer / Municipality during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

    i. Bidding documents, *viz*
        - Invitation to bid.
        - Tax clearance certificate.
        - Pricing schedule(s).
        - Filled in task directive/proposal.
        - Preference claims for Specific Goals in terms of the Preferential Procurement Regulations 2022.
        - Declaration of interest.
        - Declaration of Bidder's past practices.
        - Certificate of Independent Bid Determination.
        - Special Conditions of Contract.
        - Service Level Agreement.

    ii. General Conditions of Contract:

    iii. Other (specify)

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

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

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

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

NAME (PRINT)   ……………………………………….

CAPACITY   ……………………………………….

SIGNATURE   ……………………………………….

NAME OF FIRM   ……………………………………….

DATE   ……………………………………….

WITNESSES

1   ……………………………….

2   ……………………………….

DATE: …………………………..

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1.   I……………………………………………………………… in my capacity as……………………………… accept your bid under reference number…………………………. Date……………………………….. for the rendering of services indicated hereunder and/or further specified in the annexure(s).

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

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

4. I confirm that I am duly authorised to sign this contract:

SIGNED AT: ………………………………..……… ON ………………………………………………

NAME (PRINT) …………………………………………………………………………………………..

SIGNATURE ………………………………………………………………………………………………

OFFICIAL STAMP

<table>
<tr><td></td><td>WITNESS
1.……………………………………..…….
2.………………………………………
DATE: ……………………………….</td></tr>
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DATA PROVIDED BY THE EMPLOYER

	Data
2.1.	*The Name of the Employer is **Dr JS Moroka Local Municipality*** *The address of the Employer is:* *2601/3 Bongimfundo Street* *Siyabuswa* *0472* *Private Bag X 4012* *Siyabuswa* *0472*

Tenderer	Witness *1*	Witness 2	66	Employer	Witness 1	Witness 2

PROJECT NO: JSM /FIN-01/2026 Provision of
Travel Agency Services for the Period of 3
(Three) Years/36 Months on as and when
required

	Telephone: 013 973 1101/1390 *Facsimile: 013 973 2463/0974*
2.2.	*The Project is for **DR JS MOROKA LOCAL MUNICIPALITY; CONTRACT NO: JSM/FIN – 01/2026: PROVISION OF TRAVEL AGANCY FOR THE PERIOD OF 3 (THREE) YEARS/ 36 MONTHS ON AN AS AN WHEN REQUIRED.***
2.3.	*The project shall for a period of 3 (three years) / 36 Months with effect from the date of appointment of the Service Provider.*
2.4.	*The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.*
	The service provision shall be as per scope on the letter of appointment and the Tender document.
2.5.	*This Project shall be subject to a service level agreement upon appointment.*
2.6.	*The client shall be subject not be responsible for any overtime worked or overtime payment made to the personnel of the Service Provider.*
2.7.	*The notice of termination shall be seven (7) calendar days.*
2.8.	*Prices must be adjusted as per the current inflation rate.*
2.9.	*The Employer's delegation of authority is stipulated in local government legislation, in the approved Council's resolution of Delegated Powers, the Supply Chain Management Policies, the Accounting Officer's issued Briefs and in the appointment letter.*
2.10.	*The Service Provider shall receive instructions in writing only from the Employer or his designated representative.*
2.11.	*The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:* *1. Change any one of the approved personnel upon which the contract was awarded.* *2. The issuing of cessions by the Research consulting or any service provider is expressly prohibited except if and when prior written approval of the Dr JS Moroka Local Municipality under the signature of the Municipal Manager for the issue of a cession has been requested and obtained.* *3. Written approval must be obtained from the Employer's agent before the commencement of each stage of the normal and additional services. Each stage must be completed in full before the following stage is commenced with. Written approval to deviate from this stipulation must be obtained from the Employer's agent.*
2.12.	*On becoming aware of any matter which will materially change or has changed the Services, the Service Provider shall within 7 Days thereof give notice to the Employer.*
2.13.	*The Service Provider must commence immediately upon acceptance of the appointment.*
2.14.	*The employer may terminate the Contract, over and above what is stipulated in the General Conditions of Contract, if the Service Provider (i.e. the Research Consulting) does not perform in accordance with the performance agreement that forms part of the appointment*
2.15.	*The Employer shall give the Service Provider not less than seven (7) Days written notice of any termination made in terms of 2.14.*
2.16.	*The Employer reserves the right not to appoint Service Provider for 12 months from the date of termination whose contract was terminated due to non-performance.*
2.18.	*The **Employer** retains all and/or any rights to any patents or copyright or intellectual rights to all and any documents in whatever format, inventions, designs, discoveries, improvements as made, discovered or conceived by the **CONSULTANT** in respect of this contract, whether wholly or partly, in connection with, or incidental, to this contract and which may relate to, or be in connection with, or be useful to the business carried out by the **COUNCIL**. Such patents or copyrights are not limited to any particular area or country and the **COUNCIL** reserves the right to alter, modify, adapt or change any designs, processes or methods or any such patents or copyrights. All such documents in whatever format, inventions, designs, discoveries, improvements as made, discovered or*

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2

	conceived by the CONSULTANT shall be handed over to the COUNCIL on completion of the project. The CONSULTANT may not include any company logo or other company details on or in any documents prepared for and on behalf of the COUNCIL.

DATA PROVIDED BY THE SERVICE PROVIDER

1.	The Service Provider is: …………………………………………………………….. Address: ……………………………………………………………………………. Telephone: …………………………………………………………………………. Facsimile: …………………………………………………………………………...
2	The authorised and designated representative of the Service Provider is: Name: …………………………………………………………………………….. The address for receipt of communications is: …………………………………………………………………………… Telephone: …………………………………………………………………….. Facsimile: ………………….…………………………………………………… Address: ………………………………………………………………………….
3	The Key Persons and their jobs / functions in relation to the services are:

No	Name	Specific Duties

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2