

NONGOMA LOCAL MUNICIPALITY



CONTRACT NO.: 02/2024/2025

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS
TO CONDUCT FORENSIC INVESTIGATIONS AS
AND WHEN REQUIRED FOR A PERIOD OF (3)
THREE YEARS**

BID DOCUMENT

NAME OF BIDDER:
PHYSICAL ADDRESS:
TELEPHONE NO:
EMAIL ADDRESS :

NONGOMA LOCAL MUNICIPALITY

OFFICE OF THE MUNICIPAL MANAGER

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO CONDUCT FORENSIC INVESTIGATIONS AS AND WHEN REQUIRED FOR A PERIOD OF (3) THREE YEARS

INDEX TO BID DOCUMENTS

1. INVITATION TO BID
2. CONDITIONS OF BID
3. GENERAL CONDITIONS OF CONTRACT
4. SPECIAL CONDITIONS OF CONTRACT
5. SCOPE OF WORK
6. FORMS TO BE COMPLETED BY BIDDER
 1. FORM OF ACCEPTANCE AND DECLARATION
 2. TAX CLEARANCE CERTIFICATE (MBD 2)
 3. PRICING SCHEDULE (MBD 3.1)
 4. DECLARATION OF INTEREST (MBD4)
7. PROCUREMENT DOCUMENTS
 - A) PREFERENCE POINTS CLAIM FORM (MBD 6.1)
 - B) CONTRACT FORM –PURCHASE FOR GOODS/RENDERING SERVICES (MBD 7.2)
 - C) DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

D) CERTIFICATE OF INDEPENDENT
BID DETERMINATION (MBD 9)

E) PARTICULARS OF BIDDER

F) ENQUIRY CONTACT DETAILS

8. FUNCTIONALITY CRITERIA

9. CHECK LIST

BID INVITATION

13 JUNE 2024

ADVERTISEMENT: INVITATION TO TENDER

APPOINTMENT OF A PANEL OF FORENSIC INVESTIGATIONS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

BID NUMBER:02/2024/2025

Nongoma Local Municipality invites bidders to submit bids for the above-mentioned services to be rendered for the period of 36 months. Tender document will be accessible via e-tender (www.etenders.gov.za) and municipal website (www.nongoma.gov.za).

Invalid or non-submission of the following documents will lead to immediate disqualification of the tender: Valid Tax status pin, CSD summary report not older than 3 months, Certified copies of company registration documents, certified Copies of Shareholders/Directors ID. documents, Certified Copies of BBBEE or Sworn Affidavit in terms of the Amended Codes of Good Practice issued in terms BBBEE Act.,(For a Joint Venture – BBBEE certificate from SANAS accredited agency is required), Municipal Rates and Taxes account not older than 90 days or Lease Agreement if business is conducted from a leased building accompanied by the building municipal rates and taxes account not older than 90 days, alternatively if business is conducted from a rural area proof of residence for business accompanied by the SAPS Affidavit stating where the business is operating must be submitted. MBD 1, MBD 4, MBD 6.1, MBD 8 & MBD 9 must be fully completed and signed.

Bids would be evaluated based on functionality, 80:20 PPPFA requirements and Specific Goals. (Please refer to the website and e-tenders for the full details)

Functionality criteria	
Functionality Criteria	Points
Company Relevant Experience	30
Experince of a Key or Senior Personnel	20
Methodology and Approach	25
Previous Experience working with law enforcement agencies	15
Organisational Structure/Organogram	10
TOTAL AVAILABLE POINTS	100
<i>A minimum of 70 points is required for further evaluation</i>	

Preference/Specific Goal Points will be awarded as Follows:	
PRICE	80
SPECIFIC GOALS	20
Specific Goal	Subpoints
Enterprise Owned By Black People	12 points
At least 51% Black Owned = 12 points 50%-45% Black Owned = 6 points 44% - 30% Black Owned = 3 points Less than 30% Black Owned = 0 points	
Enterprise Owned By Disabled Persons	5 points
Enterprise Locality:	
Locality Points are not cumulative	
Enterprise Located within Zululand District (3) Enterprise Located within KZN Province (2) Enterprise Located Outside KZN Province (1)	3 points

All bids submitted shall be valid for 120 days from the bids closing date.

The Nongoma Local Municipality Supply Chain Management Policy will apply, duly completed bid documents, sealed in an envelope, and marked with the bid number are to be deposited into the bid box at Nongoma Local Municipality, Lot 103 Main Street, Nongoma, 3950 by no later than 12h00 on 15 JULY 2024. Late, Telegraphic, telefaxed, or emailed documents will not be accepted. Nongoma Local Municipality does not bind itself to accept the lowest or any bid.

For technical enquiries please contact Acting Chief Financial Officer, Mr B.O Menyuka on 035 831 7500/19 and for SCM enquiries please contact Acting SCM Manager, Mrs TS Bukhosini on 035 831 7500/55

Mr S.B Nkosi
Acting Municipal Manager

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO CONDUCT FORENSIC INVESTIGATIONS AS AND WHEN REQUIRED FOR A PERIOD OF (3) YEARS

CONDITIONS OF THE BID

A. GENERAL

1. Bid documents must be completed in black ink and prices must include VAT.
2. **All pages and annexures must be initialled / sign in full signature where required.**
3. The lowest or any bid will not necessarily be accepted and Nongoma Local Municipality reserves the right to accept the whole or any part of a bid or to reject any or all the bid without stating the reasons thereof.
4. No bid will be accepted by fax or e-mail.
5. Bids are to remain open for acceptance for a period of One Hundred and Twenty (120) days from the date they are lodged and may be accepted at any time during the said period of One Hundred and Twenty (120) days.
6. All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
7. Full details of services offered must be supplied together with the return documents. All additional documents returned with the bid documents must be firmly bound and marked as “**Additional**” to the specific bid reference number.
8. Only bids on Nongoma Local Municipality official bid documents will be accepted and the original document must be returned, fully completed and signed, in the form presented. **Failure to do so will invalidate such bid.**
9. **Corrections may not be made by means of a correcting fluid. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.**
10. Should it be considered necessary by the bidder that officials of Nongoma Local Municipality should proceed to other centres for inspection purposes, such costs shall be for the account of the bidder.
11. This contract will be governed by Nongoma Local Municipality “Conditions of the Bid” only and not any conditions supplied by the bidder.
12. The bidder must submit a comprehensive company profile, for example the founding company statements, as well as detailed exposition of previous work done.
13. If items are not bid for a line must be drawn through the space in pen.
14. Only bids received by **11:00** on the given closing date in the bid box will be considered.

B. DEMONSTRATIONS AND INSPECTIONS

1. All bidders must be prepared to demonstrate where required, free of charge and obligation, at the Nongoma Local Municipality or any other area within the boundary of the Nongoma Local Municipality, any services offered in this bid.
2. Where officials are required to attend demonstrations or inspections outside the boundary of the Nongoma Local Area, all costs to attend such demonstration must be borne by the bidder.

NONGOMA LOCAL MUNICIPALITY OFFICE OF THE MUNICIPAL MANAGER

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO CONDUCT FORENSIC INVESTIGATIONS AS AND WHEN REQUIRED FOR A PERIOD OF (3) THREE YEARS

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law

31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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 goods are so delivered and a valid receipt is obtained.
- 1.11. **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12. **“Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **“GCC”** means the General Conditions of Contract.
- 1.15. **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17. **“Local content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labor, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25. **“Supplier”** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26. **“Tort”** means in breach of contract.
- 1.27. **“Turnkey”** means a procurement process where one Consultant assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28. **“Written” or “in writing”** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information

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

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

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

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another 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.

8. Payment

- 8.1. The method and conditions of payment to be made to the service provider under this contract shall be specified.
- 8.2. The service provider shall furnish the client with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 8.3. Payments shall be made promptly by the client, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 8.4. Payment will be made in Rand unless otherwise stipulated.

9 Prices

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

10. Variation orders

- 10.1. In cases where the estimated value of the envisaged changes in purchase does not vary more than 20% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

11. Assignment

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

12. Delays in the service provider's performance

- 12.1. Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the client in the contract.
- 12.2. If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of services, the service provider shall promptly notify the client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the client shall evaluate the situation and may at his discretion extend the service provider'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.

- 12.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the service provider's point of supply is not situated at or near the place where the goods are required, or the service provider's services are not readily available.
- 12.4. Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 12.5. Upon any delay beyond the delivery period in the case of a goods contract, the client shall, without cancelling the contract, be entitled to obtain services of a similar quality and up to the same quantity in substitution of the services not supplied in conformity with the contract and to return any goods delivered later at the service provider's expense and risk, or to cancel the contract and buy such services as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the service provider.

13. Penalties

- 13.1. Subject to GCC Clause 25, if the service provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the client 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 client may also consider termination of the contract pursuant to GCC Clause 23.

14. Termination for default

- 14.1 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 service provider 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 client pursuant to GCC Clause 21.2;
 - (b) if the service provider 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.
- 14.2 In the event the client terminates the contract in whole or in part, the client may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the service provider shall be liable to the client for any excess costs for

such similar goods, works or services. However, the service provider shall continue performance of the contract to the extent not terminated.

15. Antidumping and countervailing duties and rights

15.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping 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 favorable difference shall on demand be paid forthwith by the service provider to the client or the client may deduct such amounts from moneys (if any) which may otherwise be due to the service provider in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

16. Force Majeure

16.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the service provider 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.

16.2 If a force majeure situation arises, the service provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service provider 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.

17. Termination for insolvency

17.1 The client may at any time terminate the contract by giving written notice to the service provider if the service provider 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.

18. Settlement of Disputes

18.1. If any dispute or difference of any kind whatsoever arises between the client and the service provider 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.

18.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the client or the service provider 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.

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

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

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

(b) the client shall pay the service provider any monies due the service provider for goods delivered and / or services rendered according to the prescripts of the contract.

19. Limitation of Liability

19.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

19.1.1 the service provider shall not be liable to the client, 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 service provider to pay penalties and/or damages to the purchaser; and

19.1.2. the aggregate liability of the service provider to the client, 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.

20. Governing language

20.1. 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.

21. Applicable law

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

22. Notices

22.1. Every written acceptance of a bid shall be posted to the service provider 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.

22.2. 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.

23. Taxes and duties

23.1. A foreign service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the client's country.

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

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

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

24. Transfer of contracts

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

25. Amendment of contracts

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

26. Prohibition of restrictive practices

26.1. 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.

26.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the client has / have engaged in the restrictive practice referred to above, the client may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

- 26.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the client 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.

SPECIAL CONDITIONS

NONGOMA LOCAL MUNICIPALITY

OFFICE OF THE MUNICIPAL MANAGER

SPECIAL CONDITIONS

1. DURATION OF CONTRACT

The purpose and objective of this assignment is to appoint a panel of service providers to conduct forensic investigations on an as and when required basis for the period of three years.

2. SERVICE LEVEL AGREEMENT

- 3.1 A service level agreement will be entered into with the successful bidder.
- 3.2 Negotiations in respect of the service level agreement must be finalised within fourteen (14) calendar days of receipt of the letter of acceptance by the successful bidder."
- 3.3 Service level agreement entered into with the successful bidder will capture the time frames or performance applying to this contract.
- 3.4 Should no consensus be reached within fourteen (14) calendar days of finalizing the Service Level Agreement (SLA), the Municipality will be entitled to:
- i) Cancel its acceptance of the bid, or
 - ii) Extend the negotiation period without prejudice to any of its other rights in Terms of this contract or common law.

3. PENALTIES

In the event of non-compliance with the agreed time frames, Penalties will be charged at a rate of 5% of the total official order given per day.

4. BID VALIDITY

This bid shall not be withdrawn during a period of one hundred and twenty (120) days from the date on which it is to be lodged and it may be accepted at any time during that period.

5. BID COMPLIANCE

The Bid must comply with the following:

- 15 % VAT must be indicated separately.
- This bid or part thereof may not be ceded.

6. RETURNABLE DOCUMENTS

The issued documents must be returned in the form and order in which they were issued to assist the Municipality to expedite adjudication of the bids. The Nongoma Local Municipality reserves the right to disqualify a bid in the event that the bidder does not fully comply with this provision.

7. MANDATORY OBJECTION PERIOD

All administrative actions and decisions taken by the Nongoma Local Municipality through its officials may become subject to an appeals process. As such, in terms of Section 62 of the Municipal Systems Act 32 of 2000, a period of Fourteen (14) days will be set aside to allow for the submission of appeals against the award/process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appeal panel sets aside the appointment of the successful bidder as service provider of this contract, the appointment will then be confirmed by the Nongoma Local Municipality in writing.

During the objection period, it is important that all activities are finalized by the successful Service Provider, so that if the appointment is confirmed in writing, the Service Provider is immediately able to commence duties. Note that this will be done "At Risk" and the Municipality will not be held liable should the Appeal Panel set aside the appointment.

8. Special compliance to the bid

For the Nongoma Local Municipality to be able to determine the competency of the service provider to provide the service it would be required by the service provider to comply with the special compliance set out below: (It would be required that all documents has to be referenced and clearly marked or indicated))

8.1. Proposal content

The proposal content should cover an indication as to the understanding of the performance specifications and the bidder’s ability to provide the required services. In addition, the bidder must demonstrate its experience and knowledge in providing the technical requirements. Specifically, the bidder must provide the following information;

Background and capabilities of the bidder

- An introduction and general description of the organisation’s background, nature of business activities and experience in providing the products and/or services required by the tender.
- Provide proof/evidence that the bidder has experience and the necessary skills to provide the required services, including a list of previous projects completed.
- List three references for forensic services comprising current and past clients (in the public and private sector) along with the relevant contact details and number of years that services were provided for.
- Provide the names and qualifications of the bidder’s staff members who would be on this project. Provide potential team, qualifications and attach CVs (all qualification copies must be certified).The project team should consist of,
 - 1 partner/director
 - 1 senior manager
 - 1 manager
 - senior forensic investigators
 - junior forensic investigators/ data capturers.
- The service provider should clearly demonstrate that it has the necessary resources to be able to provide the services.
- The methodology to carry out the Forensics services.
- Value added services the service provider brings.
- Geographic footprint/offices of the service provider within South Africa.

8.2. The Bid evaluation

□ Technical/Functionality: the evaluation of the functionality of the tender will be evaluated as per the criteria set out below.

No	Description Items	Maximum Potential Score	Bid Evaluation Committee Scores	Page Ref. No.

1	<p>Relevant Company Experience (Past 5 Years) Submission of a minimum of 3 signed trade references letters on client's letterhead for each fraud investigation service done with contactable/traceable references:</p> <ul style="list-style-type: none"> • Less than two(2) reference letters provided: Value = 0points • Two(2) to Four(4) reference letters are provided: value = 5 points • Four(4)to Six (6) reference letters are provided: value = 20 points • Six(6) and above reference letters are provided: value = 30 points 	30		
2	<p>Relevant years of experience of the Key Personnel partner/director and a project manager (2 CVs)</p> <ul style="list-style-type: none"> • 1 years, one month – 2 years = 0 • 2 years, one month – 4 years = 3 points each • 4 years, one month – 6 years = 4 points each • 6 years, one month and above = 8 points each • Registration with a relevant professional body = 2 points each 	20		

3.	<p>Methodology and Approach of bidder carrying out forensic and criminal investigations minimum three (3) pages. This must include:</p> <ul style="list-style-type: none"> • Data analysis tool/system used • Structured interview – process used • Process of gathering/ obtaining of evidence • Geographical footprint/office of the service provider <p>Value:</p> <ul style="list-style-type: none"> • Didn't demonstrate all the above: value = 0 • Ability to display one of the above: value = 5 • Ability to display two of the above: value = 10 • Ability to display three of the above: value = 15 • Ability to display four of the above: value = 20 • Ability to display five of the above: value = 25 	25		
4.	<p>Demonstrate previous experience working with law enforcement agencies specifically:</p> <ul style="list-style-type: none"> • Registration of cases • Monitoring the progress of the case • Attending court procedures • Providing expert witness 	15		
5.	<p>Organisation Structure/Organogram with clear roles and responsibilities</p>	10		
	TOTAL SCORED	100	100	

8.3. Pricing costing:

Pricing/costing: bidders are required to provide a rate per hour costing for the individuals below:

- 1 Partner/Director
- 1 Senior Manager
- 1 Manager

- 1 Legal Consultant
- 1 Senior Forensic Investigator
- 1 Junior Forensic Investigators
- 1 Admin/Support Staff
- Disbursements Costs (Please state how you will charge for Disbursements)
- Any Other Costs (*Please describe the cost item(s)*)
- Escalation Percentage if any (Please state escalation % if there are any) Escalations will always be subject to negotiations.

All costs must be VAT inclusive for all the above and other items quoted.

SCOPE OF WORK

NONGOMA LOCAL MUNICIPALITY OFFICE OF THE MUNICIPAL MANAGER

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO CONDUCT
FORENSIC
INVESTIGATIONS AS AND WHEN REQUIRED FOR A PERIOD OF (3)
THREE YEARS**

SCOPE OF WORK

BID SPECIFICATION

1. Background

Nongoma Local Municipality prides itself on providing quality services to those communities under its jurisdiction. However, the local municipality also recognizes the need to set down its stance that fraud or other dishonest activities for a similar nature will not be tolerated. The Local Municipality is guided by provincial and national legislations ensuring that all activities are done within the ambient of the legislations and relevant acts. Therefore the local municipality will ensure that its interests are protected as well as those of its stakeholders.

The functions to be performed by the service providers appointed regarding the forensic investigation will, enter alia including the following:

- a) Where possible assist in drafting and or reviewing existing policies and procedures for conducting investigations.
- b) Conduct forensic investigations as required by the local municipality, resulting from amongst others, the irregular appointment of service providers; non-compliance with procurement regulations; and
- c) other specific cases of financial misconduct in relation to irregular expenditure.
- d) The scope of the investigation should amongst other things cover the following:
 - Determine whether irregularities occurred with regards to transactions that will be reviewed, and identify if any members of staff/officials are involved in irregularities including fraud and corruption, financial misconduct, maladministration, theft, etc.;
 - Recommend appropriate remedial action to be instituted by the local municipality where irregularities have been confirmed;
 - Write and present comprehensive report(s) to the local municipality and the audit committee including fortnight progress reports and monthly reports;
 - Assist in the developing of charge sheet where disciplinary action (s) have been recommended and; lead evidence during the process:
 - Assist in identifying any fraud prevention;
 - Lead evidence be it in civil, or criminal court proceedings if so required;
 - Provide structure training and ensure that skills are transferred at all levels during the process of forensic investigations and due diligence;

- Perform any other additional investigation or assurance as and when requested by senior management; and
- Coordinate work with other internal departments within the local municipality like internal audit, compliance, and operational risk management departments, etc. and other assurance/investigation service providers will be expected where relevant.

FORMS TO BE COMPLETED BY THE BIDDER

FORM OF BID

FORM OF ACCEPTANCE

DEPARTMENT:

FORM OF BID:

To: Municipal Manager (insert Municipality address)

3. I/we hereby bid to supply and deliver the goods as and when ordered by the Head of Department at prices quoted and/or to render all of any of the services described in the attached documents to the Nongoma Local Municipality on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at prices and on the terms regarding time for delivery and/or execution inserted therein.

4. I/we agree that: the offer herein shall remain binding upon me/us and open for acceptance by the Nongoma Local Municipality during the validity period of 120 days indicated and calculated from the closing time of bid;
 - 2.1. this bid and its acceptance shall be subject to the terms and conditions contained in the Preference Points Claim Form;

 - 2.2. if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Council may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Council and I/we will then pay to the Council any additional expense incurred by the Council having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Council shall also have the right to recover such additional expenditure by set-off against monies which may be due to become due to me/us under this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Council may sustain by reasons of my/our default;

 - 2.3. If my/our bid is accepted, the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that the SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;

- 2.4. I/we understand that the Council is not bound to accept the lowest or any bid and also reserves the right to divide the contract between one or more bids;
- 2.5. this bid, together with Council's written acceptance thereof, shall constitute a binding contract between us;
- 2.6. that this contract or part thereof shall not be ceded;
- 2.7. the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose *Domicilium citandi et executandi* in the Republic at (full address of this place):

- 5. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 6. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under the agreement as the Principal(s) liable for the due fulfillment of this contract.
- 7. I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence of judgment which may be pronounced against me/us as a result of such action.

- 5.1 Are you duly authorized to sign the bid? *
- 5.2 Has the Declaration of Interest been duly completed and included with the other bid forms?*

SIGNATURE:

DATE:

CAPACITY AND PARTICULARS OF THE AUTHORITY UNDER WHICH THIS BID IS SIGNED:

NAME OF BIDDER:

POSTAL ADDRESS:

TELEPHONE NUMBERS:

FACSIMILE NUMBERS:

BID NUMBER:

NAME OF CONTACT PERSON:

Refer to the under-mentioned important Conditions:

IMPORTANT CONDITIONS

1. Failure on the part of the bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete

the attached forms, questionnaire and specifications in all respects, may invalidate the bid.

2. Bids should be submitted on the official forms and should not be qualified by the bidders own conditions of bid. Failure to comply with these requirements or to renounce specifically the bidders own conditions of bid, when called upon to do so, may invalidate the bid.
3. If any of the conditions of this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.

NONGOMA LOCAL MUNICIPALITY OFFICE OF THE MUNICIPAL MANAGER

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO CONDUCT FORENSIC INVESTIGATIONS ON AN AS AND WHEN REQUIRED BASIS FOR PERIOD OF (3)

THREE YEARS

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates 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.

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

¹MSCM 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; a member of the board of directors of any municipal entity;
- (b) an official of any municipality or municipal entity;
- (c) 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);
- (d) a member of the accounting authority of any national or provincial public entity; or (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.11.1 If yes, furnish particulars

.....

.....

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

YES / NO

3.12.1 If yes, furnish particulars.

.....

.....

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

YES / NO

3.13.1 If yes, furnish particulars.

.....
.....

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

YES / NO

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state
(*delete whichever is not applicable for this tender*).

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

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80

SPECIFIC AND RDP GOALS	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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ OR } Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

3.2.2 Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Promotion of Enterprise owned by Black People At least 51% Black owned=12 50% -45% Black owned=06 44%-30% Black owned=03 Less than 30% Black owned =0		12		
Promotion of enterprise owned by Disabled Person		05		
Promotion of Local Enterprise Enterprise Located within Zululand District =03 Enterprise Located within KZN Province=02 Enterprise Located outside KZN Province=01		03		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....
.....

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives /proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 4. Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011; Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - General Conditions of Contract; and 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 authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

An official order indicating service delivery instructions is forthcoming.

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.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

WITNESSES

.....

.....

DATE:

OFFICIAL STAMP

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

- (i) 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.
- (ii) The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 1. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - 2. been convicted for fraud or corruption during the past five years;
 - 3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 4. 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).
- (iii) **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

4.1	<p>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?</p> <p>(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 <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>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.</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

1 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.

2 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.

8.2. 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.

8.3. 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)

- 9.1. I have read and I understand the contents of this Certificate;
- 9.2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 9.3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 9.4. 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;
- 9.5. 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

9.6. 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 will not be construed as collusive bidding.

9.7. 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.

9.8. 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.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PARTICULARS OF BIDDER

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

Name of Bidder: _____

Postal Address _____

Street Address _____

Telephone Number:

Code _____ Number _____

Cellphone Number _____

Facsimile Number Code _____ Number _____

Contact Person _____

Company / Enterprise Income Tax

Reference Number: _____

NO / YES

Has an original Tax Clearance Certificate been attached (MBD2)

Vat Registration Number _____

Company Registration No _____

Is the Firm registered or does it have a Business Licence(s): (Tick one box)

YES

NO

If YES, give details and quote relevant Reference numbers and dates

Are you the accredited Representative in South Africa for the Goods / services offered by you?

YES/NO (If YES enclose proof)

TAX STATUS PIN CERTIFICATE MUST BE ATTACHED TO YOUR BID.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, affirms that the information furnished is true and correct.

Signature: _____

Date: _____

Duly authorised to sign on behalf of: _____

Address: _____

Telephone Number: _____

ENQUIRY CONTACT DETAILS

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

MUNICIPALITY: NONGOMA LOCAL MUNICIPALITY
DEPARTMENT: _____
CONTACT PERSON: _____
TEL: _____
FAX: _____

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON: _____
TEL: _____
FAX: _____

CHECKLIST

MANDATORY DOCUMENTS TO BE SUBMITTED TOGETHER WITH PROPOSAL

Description	Y/N
Valid Tax Status Pin	
CSD summary report not older than 3 months,	
Certified copies of company registration documents,	
Certified Copies of Shareholders/Directors ID. documents,	
Certified Copies of BBBEE or Sworn Affidavit in terms of the Amended Codes of Good Practice issued in terms BBBEE Act., For a Joint Venture – BBBEE certificate from SANAS accredited agency is required),	
Municipal Rates and Taxes account not older than 90 days or Lease Agreement if business is conducted from a leased building accompanied by the building municipal rates and taxes account not older than 90 days, OR alternatively if business is conducted from a rural area proof of residence for business accompanied by the SAPS Affidavit stating where the business is operating.	
MBD 4 fully completed and signed	
MBD 6.1 fully completed and signed	
MBD 8 fully completed and signed	
MBD 9 fully completed and signed	