

# PORT ST JOHNS DEVELOPMENT AGENCY



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## **BID FOR:**

## **PREPARATION OF AFS FOR PSJDA**

**BID NO: PSJDA/1/2/2026**

### **BIDDER:**

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**CLOSING DATE: Thursday, 26 February 2026**

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**CLOSING TIME: 11:00 am**

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### **PREPARED BY:**

FINANCE DEPARTMENT  
PORT ST JOHNS  
DEVELOPMENT AGENCY  
P.O. BOX 253  
PORT ST JOHNS  
5120

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## PART A INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)**

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					

**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)


**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 OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> 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	BTO	CONTACT PERSON	Mrs N. Gwavu Dambile
CONTACT PERSON	Ms N. Majali	TELEPHONE NUMBER	071 403 9143
TELEPHONE NUMBER	071 2696 938	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	nomliselag@gmail.com
E-MAIL ADDRESS	nobom-majali@gmail.com		

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>

<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>

<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/></span>          YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/></span>          NO</p> <p><b>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.</b></p>

**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 BIDDING IS OPENED

# PORT ST JOHNS DEVELOPMENT AGENCY



## ADVERTISEMENT

Bid Number	Project Name	Technical Enquiries	Bid Closing date
PSJDA/1/2/2026	Preparation of Annual Finance Statements for 2025/2026 financial year.	Ms N. Gwavu-Dam-bile :071 403 9143 nom-liselag@gmail.com	26 February 2026

Tender Documents will also be uploaded on eTenders website [www.etenders.gov.za](http://www.etenders.gov.za) and can be downloaded for free alternatively on the Port St Johns website ([www.psjmunicipality.gov.za](http://www.psjmunicipality.gov.za))

**Bids must be completed in black ink, enclosed in a sealed envelope clearly marked with the “Bid number, Project name and description”, and deposited in the Tender Box situated at Reception Area Port St Johns Development Agency, Tourism Information Centre, Town Entrance, Port St Johns, 5120 Not later than 11H00am on the dates mentioned above.**

It must be expressly understood that the Entity accepts no responsibility for ensuring that bid submissions sent by courier or post, or delivered in any other way, are deposited in the Tender Box. It is therefore preferable for the bidder to ensure that its bid submission is placed in the Tender Box by its own staff or representative(s).

### **EVALUATION OF BIDS IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK REGULATIONS, 2022:**

**Bids will be evaluated in three stages, namely:**

#### **Stage 1: Mandatory Requirements**

- Fill in the document completely.
- Submit the following:
  - Proof of registration with CSD (CSD Report)
  - Original valid Tax Clearance Certificate

- Company profile with Traceable Certificate.
- Company information documents e.g CK1, CK2 or trust document etc.
- Original or Certified Copy of BBBEE certificate, only be considered if they were issued either by verification agencies accredited by the South African Accreditation System (SANAS) or by registered by the Independent Regulatory Board of Auditors (IRBA)
- All the forms (e.g Declaration of Bidders Past Supply Chain Management Practices, Compulsory Enterprise Questionnaire, ect. Contained by the tender documents must be completed in full, and failure to do so will results in disqualification
- A joint Venture Agreement or Consortium Agreement signed and initialled on each page by all parties (if applicable).
- Valid Current Municipal Rates clearance statement of the company and each individual director which are not in arrears for more than 90 days. If the Company is leasing a property where the Company is operating from a valid signed lease agreement must be submitted. If the directors of the company are leasing a property a valid signed lease agreement must be submitted. If the directors resides where rates, taxes and service charges are not billed, and the company operates where rates are not billed must submit a proof which not older than 90 days.
- Practice Number must be provided.

## **Stage 2: Functionality, Stage 3: Price and Specific Goals**

**Only bidders who meet all the requirements of stage 1 will proceed to be evaluated further in stage 2.**

Tenders may only be submitted on tender documentation issued. No alterations may be made to the tender documentation. No late, faxed, e-mailed, telephonic or other electronically transmitted submissions will be accepted. Should a bidder commit any corrupt or fraudulent act during the bidding process, its tender shall be disqualified.

The Entity reserves the right to extend the tender advert period to its own discretion, by notice published in the Daily Dispatch Newspaper; the e-Tender Publication Portal, and by notice sent to all parties who attend the briefing session, if any. Bids will remain valid for a period of 90 days after the closing date of the bid. Enquiries can be directed as follows:

**Supply Chain Management: Ms. N. Majali: nobommajali@gmail.com Cell: 071 269 6938**

***Enquiries can be made from Monday to Friday between 08H00-13H00 and 13H30-16H30 and such enquiries will not be entertained five days before the tender closes.***

Tenders will be evaluated in terms of the Supply Chain Management policy of the Port St Johns Development Agency. The lowest tender will not necessarily be accepted, and the Entity reserves the right to accept the whole or part of any tender

or not to consider any tender not suitably endorsed. An 80/20-point system shall apply where 80 points are allocated for price and 20 points allocated for specific goals.

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**Mr. S.Z. Qobo**  
**Chief Executive Officer**

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**Date**

## **B. SUPPLY CHAIN MANAGEMENT POLICY PREREQUISITES**

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The Port St Johns Development Agency has identified a general set of prerequisites for procurement. Bids will not be considered should the prerequisites not be met.

### **1.1 GENERAL PREREQUISITES**

#### **Introduction**

This Section covers a general set of prerequisites that have been identified for supply chain management by the Port St Johns Development Agency. All Bidders must submit the information requested below. Bidders will not be considered should the prerequisites not be met.

#### **Criteria**

- a) Proof of company registration and/or any other form of legal standing must be submitted by all bidders and the company composition form must be completed.
- b) The Declaration of Interest form must be completed.
- c) The bid document must be completed in all respects in black ink failing which the bid will be disqualified.
- d) Bids must be submitted on original bid documents.
- e) Bid documents must remain intact and no portion may be detached.

#### **Joint Ventures**

- f) A joint venture that is awarded a contract with the Agency must be registered as a separate company with the Registrar of Businesses.
- g) The joint venture must be registered with South African Revenue Services.
- h) A separate bank account must be in place for the joint venture.

Clauses (f) and (h) will only be applicable after the awarding of the contract to the successful bidder.

## **C. GENERAL CONDITIONS OF BID**

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### **1. INTERPRETATION**

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Municipality" in these conditions shall mean the Port St Johns Development Agency.

### **2. EXTENT OF BID**

This contract is for – **PREPARATION OF GRAP COMPLIANT AFS**

### **3. CONTRACT TO BE BINDING**

The formal acceptance of this Bid by the Agency will constitute a contract binding on both parties, and the Agency may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract.

### **4. MODE OF BID**

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest bid or any Bid will not necessarily be accepted.***

The Agency wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

### **5. QUALITY**

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Agency prior to the submission of a Bid.

### **6. INSURANCE CLAIMS, ETC.**

The Board of Directors and the Agency shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify the Board of Directors and the Agency against all risks or claims which may arise.

It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to the Board for scrutiny. Failure to do so within 14 (fourteen) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

### **7. SIGNING OF DOCUMENTS**

Bidders are required to return the complete set of documents duly signed.

## **8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE**

All Bids must remain valid for a period of 90 (ninety) days from the closing date as stipulated in the Bid document.

### **8.1 PENALTY PROVISION**

Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Agency of his / her / their inability to fulfil the contract; or
- [c] Fail or refuse to fulfil the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Agency:

- [a] All expenses incurred by the Agency to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:
  - [i] A less favourable (for the Agency) Bid price (inclusive of escalation) accepted as an alternative by the Agency from the Bids originally submitted; or
  - [ii] A new Bid price (inclusive of escalation).

## **9. VALUE ADDED TAX**

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price, but must be shown separately.

## **10. PRICE ESCALATION**

No claim in respect of any price escalation will be considered by the Agency unless it is specifically stated in the Pricing Annexure that the Bid is subject to price escalation. When escalation is claimed for during the contract period, proof of such escalation must be furnished and the calculation itself must be submitted to corroborate such proof. Escalation will only be calculated on the official index figures supplied by the Department of Statistics or the Price Controller, which ever may be applicable. All orders placed will be based on the current Bid prices. It is the responsibility of the Bidder to inform Council of any escalation prior to implementation of the escalated price. Failure to do so will negate any such claims to Council.

**11. AUTHORITY TO SIGN BID DOCUMENTS**

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Agency at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity.

**12. SAMPLES**

N/A

**13. DURATION OF THE BID**

90 days

**14. DELIVERY PERIODS**

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the Agency. The contract, form and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

**15. CLOSING DATE / SUBMISSION OF BIDS**

Bids must be submitted in sealed envelopes clearly marked **"Annual Financial Statement, BID No: PSJDA/1/2/2026 –** The Bid must be deposited in the bid box, at the offices of the Port St Johns Development Agency, not later than 11h00 on **Thursday, 26 February 2026.** Thereafter bids will be opened in public.

***Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bidders will not be considered.***

**16. BID ENQUIRIES**

Please refer all enquiries to **Ms Gwavu** and **Miss N. Majali** at **047 564 1188/1974** during normal office hours viz. 08:00 – 16:30 Mondays to Fridays.

## D.FUNCTIONALITY REQUIREMENTS

EVALUATION CRITERIA
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### PRICE AND PRE-QUALIFICATION

	<b>BREAKDOWN</b>	<b>WEIGHT</b>
1.	Price	80
2.	<b>Specific</b> Disabled Youth	10 10
	<b>Total</b>	<b>100</b>

Bidders to note that a Pre-qualification Evaluation will be undertaken. A minimum score of 70 points out of 100 points must be scored in order to proceed to the Financial Evaluation.

### PRE-QUALIFICATION REQUIREMENTS

	<b>CRITERIA</b>	<b>WEIGHTING</b>
1.	Experience	50
2.	Expertise	30
4.	Methodology	20
	<b>GRAND TOTAL</b>	<b>100</b>

### FUNCTIONALITY ASSESSMENT

Points will be allocated for the following criteria	Evidence required	Score
<b>COMPANY EXPERIENCE</b>		<b>50</b>
	<ul style="list-style-type: none"> <li>1-5 projects relevant to the preparation of Annual Financial Statements that were successfully conducted (10 points per project) Appointment letters with acceptance letters must be attached in order to claim points</li> </ul>	
<b>TEAM EXPERTISE</b>		<b>30</b>
	Qualifications of the project team (SAICA)	

Project team comprising skilled officials to successfully complete the project.		
<b>METHODOLOGY</b>		<b>20</b>
	<b>The Service Provider must have a clear methodology of implementing the solution</b> <ul style="list-style-type: none"> <li>Implementation Approach and Methodology</li> </ul>	
<b>Total</b>		<b>100</b>

**Bidders should take note of the above Pre-qualification criteria.**

- [a] All the necessary documentation must be submitted for the Evaluation Panel to make an informed evaluation. The evaluation of the Pre- qualification will be based on the information provided by the bidder.
  - [i] **Experience** - The experience annexure must be completed.
  - [ii] **Expertise** – The qualifications and capacity of the company/team to undertake the work must be provided for evaluation purposes.
  - [iii] **Methodology** – The bidder must clearly demonstrate how the contract will be managed, detailing a work plan with timeframes and clearly explaining how the works will be implemented.
- [b] Bids that do not meet a minimum of 70 points out of 100 for the criteria listed above will not be considered further.

## **GENERAL CONDITIONS OF CONTRACT**

### **A. 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 analysis
9. Packaging
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Increase/decrease of quantities
19. Contract amendments
20. Assignment
21. Subcontracts
22. Delays in the provider's performance
23. Penalties
24. Termination for defaults
25. Dumping and countervailing duties
26. Force Majeure
27. Termination for insolvency
28. Settlement of disputes
29. Limitation of liability
30. Governing language
31. Applicable law
32. Notices
33. Taxes and duties
34. Transfer Of Contracts
35. Amendment Of Contracts

## **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 provider, 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 provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of the 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 provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **"Force majeure"** means an event beyond the control of the provider and not involving the provider'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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **"Project site,"** where applicable, means the place indicated in bidding documents.
- 1.21 **"Purchaser"** means the organization purchasing the goods.
- 1.22 **"Republic"** means the Republic of South Africa.
- 1.23 **"SCC"** means the Special Conditions of Contract.
- 1.24 **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.25 **"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 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 Invitations to bid are usually published in locally distributed news media and in the institution's web site.

### **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 provider 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 provider 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 provider 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 provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

### **6. Patent rights**

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

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

## **7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the success 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 provider'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 provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **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 purchaser or an organization acting on behalf of the purchaser.

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 clause 8.2 & 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 provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider 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 providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 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 24 of GCC.

## **9. Packaging**

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.

## **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.

## **12. Transportation**

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

### 13. **Incidental services**

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

- (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 provider of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

### 14. **Spare parts**

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

- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider 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 provider 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 provider 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 provider, 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.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specify and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.
16. **Payment**
- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified.
- 16.2 The provider 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 provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
17. **Prices**
- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
18. **Increase/decrease of quantities**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised 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.
19. **Contract amendments**
- 19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## 20. **Assignment**

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

## 21. **Subcontracts**

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

## 22. **Delays in the provider's performance**

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the 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.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 26, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider'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 provider.

## 23. **Penalties**

- 23.1 Subject to GCC Clause 26, if the provider 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 good 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 24.

## **24. Termination For Default**

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the 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 purchaser pursuant to GCC Clause 22.2;
  - (b) if the provider fails to perform any other obligation(s) under the contract; or
  - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

## **25. Anti-Dumping And Counter-Vailing Duties And Rights**

- 25.1 When, after the date of bid, provisional payments are required, or anti-dumping or counter-vailing duties are imposed, or the amount of a provisional payment or anti-dumping or counter-vailing 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 counter-vailing 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **26. Force Majeure**

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the 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.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the 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.

## **27. Termination For Insolvency**

- 27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

## **28. Settlement Of Disputes**

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the 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.
- 28.2 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 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.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 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 purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

## **29. Limitation Of Liability**

- 29.1 Except in cases of criminal negligence or misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and
  - (b) the aggregate liability of the provider 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.

## **30. Governing Language**

- 30.1 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.

## **31. Applicable Law**

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

## **32. Notices**

- 32.1 Every written acceptance of a bid shall be posted to the 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.
- 32.2 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.

**33. TAXES AND DUTIES**

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 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.

**34. Transfer Of Contracts**

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

**35. Amendment Of Contracts**

- 35.1 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.

## **E. SPECIFICATIONS FOR THE PREPARATION OF AFS**

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The following responsibilities will be included in suitable candidate's performance areas:

- [a] Preparation of Generally Recognized Accounting Practices (GRAP) Annual Financial Statements (AFS) for the year ended 30 June 2026
- [b] Preparation of all supporting schedules in relation to GRAP AFS
- [c] Preparation of audit files for all account balances, and transactions and agree them to trial balance and general ledger
- [d] Update Fixed asset registers to be fully compliant with GRAP 17: in terms of depreciation, revaluation etc .
- [e] Ensure Full compliance with all GRAP statements .
- [f] Performing an assessment of Grapp 104 and amending the AFS as deemed necessary .
- [g] Assist in addressing all audit queries raised in the 2025/2026, including the resolution of prior-year findings where applicable
- [h] Ensure all opening balances are correct and where necessary adjustments are made maintain adequate supporting evidence
- [i] The final Trail and the compiled draft Annual Financial Statements are expected by 15 July 2026
- [j] Ensure the final Annual Financial Statements for the 2025/2026 financial year are submitted by 31 August 2026, in accordance with legislative requirements
- [k] The Entity's objective is to achieve a clean audit outcome for the 2025/2026 financial year

The Team will report to the Accounting Officer and work directly with the Finance Manager and will be required to work at the Port St Johns Development Agency offices for the duration of the audit

## **F. SPECIAL CONDITIONS OF CONTRACT FOR PREPARATION OF AFS**

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### **PLEASE NOTE:**

1. The Contract will be for a period of 12 months.
2. All bidders **must** be registered with the Association of South African Institute of Chartered Accountants (SAICA) and it will be required that proof of registration be attached to the bid.

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**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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 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<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5Tax Reference Number:.....

3.6VAT 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.

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

3.8.1If yes, furnish particulars.....  
.....

<sup>1</sup>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.

<sup>2</sup> 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**

**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**

**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:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = 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:

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)

**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 BO

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.

	.....
	<b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

## MBD 7.2

### 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 remain 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:
  - (i) 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;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the 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	.....

**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 .....dated.....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.

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)

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

- 1 .....
- ....
- 2 .....

**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.**

<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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 audi alteram partem rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury’s website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	<p>If so, furnish particulars:</p>		

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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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 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<sup>1</sup> 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).<sup>2</sup> 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 Agency 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:

6

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf

of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> 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.

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

**COMPANY DETAILS**

---

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name: .....  
.....

Company Registration Number: .....

VAT Number: .....

Bank Name and Branch: .....

Bank Account Number: .....

Professional Registration Details: .....  
.....  
.....  
.....

Professional Indemnity Details: .....  
.....  
.....

**ANNEXURE B  
JOINT VENTURE DISCLOSURE FORM**

---

**GENERAL**

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a) the contributions of capital and equipment
  - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
  - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.
- vii) A joint venture that is awarded a contract with Port St Johns Development Agency must be registered as a separate company with the Registrar of Businesses.
- viii) The joint venture must be registered with South African Revenue Services.
- ix) A separate bank account must be in place for the joint venture.

**1. JOINT VENTURE PARTICULARS**

- a) Name .....
- b) Postal address .....
- .....
- .....

- c) Physical address .....
- .....
- .....
- d) Telephone.....
- e) Fax.....

**2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

- 2.1(a)** Name of Firm .....
- Postal Address .....
- Physical Address .....
- Telephone .....
- Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

- 2.2(a)** Name of Firm .....
- Postal Address .....
- Physical Address .....
- Telephone .....
- Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

*(Continue as required for further non-Affirmable Joint Venture Partners)*

**3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

**3.1(a)** Name of Firm .....  
Postal Address .....  
Physical Address .....  
Telephone .....  
Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

**3.2(a)** Name of Firm .....  
Postal Address .....  
Physical Address .....  
Telephone .....  
Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

**3.3(a)** Name of Firm .....  
Postal Address .....  
Physical Address .....  
Telephone .....  
Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

**4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....  
.....  
.....

**5. OWNERSHIP OF THE JOINT VENTURE**

a) Affirmable Joint Venture Partner ownership percentage(s) .....%

b) Non-Affirmable Joint Venture Partner ownership percentage(s) .....%

c) Affirmable Joint Venture Partner percentages in respect of : \*

**(i)** Profit and loss sharing .....

**(ii)** Initial capital contribution in Rands .....

.....  
.....

(\*Brief descriptions and further particulars should be provided to clarify percentages).

**(iii)** Anticipated on-going capital contributions in Rands .....

.....  
.....  
.....

**(iv)** Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....  
.....  
.....

**6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

	<b>NON-AFFIRMABLE JOINT VENTURE PARTNERS</b>	<b>PARTNER NAME</b>
a)		
b)		
c)		
d)		
e)		

	<b>AFFIRMABLE JOINT VENTURE PARTNERS</b>	<b>PARTNER NAME</b>
a)		
b)		
c)		
d)		
e)		

**7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

- (a) Joint Venture cheque signing
  - .....
  - .....
  - .....
  
- (b) Authority to enter into contracts on behalf of the Joint Venture
  - .....
  - .....
  - .....

(c) Signing, co-signing and/or collateralising of loans

.....  
.....  
.....

(d) Acquisition of lines of credit

.....  
.....  
.....

(e) Acquisition of performance bonds

.....  
.....  
.....

(f) Negotiating and signing labour agreements

.....  
.....  
.....

**8. MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management

.....

**9. MANAGEMENT AND CONTROL OF JOINT VENTURE**

(a) Identify the "managing partner", if any,

.....

.....

.....

.....

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

- (c) Describe the management structure for the Joint Venture’s work under the contract

<b>MANAGEMENT FUNCTION / DESIGNATION</b>	<b>NAME</b>	<b>PARTNER*</b>

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

**10. PERSONNEL**

- (a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

<b>TRADE/FUNCTION/DISCIPLINE</b>	<b>NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS</b>	<b>NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS</b>

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

- (b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

**11. CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any

proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature.....  
Duly authorised to sign on behalf of.....  
Name .....  
Address .....  
Telephone .....  
Date.....

---

Signature.....  
Duly authorised to sign on behalf of.....  
Name .....  
Address .....  
Telephone .....  
Date.....

---

Signature.....  
Duly authorised to sign on behalf of.....  
Name .....  
Address .....  
Telephone .....  
Date.....

---

Signature.....

Duly authorised to sign on behalf of.....

Name .....

Address.....

Telephone .....

Date .....

---

(Continue as necessary)



**ANNEXURE D  
DECLARATION OF INTERESTS (KINSHIP, RELATIONSHIP WITH PERSONS EMPLOYED BY AGENCY)**

---

In terms of the Municipal Supply Chain Management Regulations, no person or persons employed by the State may be awarded a bid by any municipality.

Any legal person, or persons having a kinship with persons employed by the Agency including a blood relationship, may make an offer in terms of this bid invitation. In view of possible allegations of favouritism, should the resulting bid or part thereof be awarded to persons connected with or related to an employee of Agency, it is required that the bidder or his/her authorized representative declare his position vis-à-vis the evaluating authority and/or take an oath declaring his/her interest, where–

- the legal person on who’s behalf the bid document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the bid(s), or where it is known that such a relationship exists between the person or persons for or on who’s behalf the declarer acts and persons who are involved with the evaluation of the bid.

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

Do you, or any person have any relationship (family, friend, other) with a person employed with the NKONKOBÉ or its Administration and who may be involved with the evaluation, preparation and/or adjudication of this bid?

Yes/No

If so, state particulars

---

---

Are you or any other person connected with the bid, employed by any organ of State?

Yes/No

If so, state particulars

---

---

---

**SIGNATURE OF DECLARER**

**DATE**

---

**POSITION OF DECLARER**

**NAME OF COMPANY OR BIDDER**

**ANNEXURE E**  
**DECLARATION (VALIDITY OF INFORMATION PROVIDED)**

---

I.....declare that the information provided is true and correct, the signature to the bid document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the Port St Johns Development Agency.

.....  
**SIGNATURE OF DECLARER** **DATE**

.....  
**POSITION OF DECLARER** **NAME OF COMPANY OF  
BIDDER**

Should the bidder have, in the opinion of the AGENCY, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the bid, then the ADM may, in its sole discretion:

- \* Ignore any bids without advising the bidder thereof
- \* Cancel the contract without prejudice to any legal rights the AGENCY may have

Should the bidder disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the AGENCY and such bidder.

## **DRAFT SERVICE LEVEL AGREEMENT INTERPRETATION**

### **2.1 Definitions:**

- 1.1.1. **“Agreement”** means this Agreement together with any Annexure hereto;
- 1.1.2. **“Approval”** means approval granted by Port St Johns Development Agency to the Service provider by the designated official of the Port St Johns Development Agency in respect of any aspects of the service which require the approval of Port St Johns Development Agency;
- 1.1.3. **“Effective date”** shall mean date of the appointment letter being, .....
- 1.1.4. **“the PSJDA”** means Port St Johns Development Agency represented herein by Mr. SZ Qoboi in her capacity as the Chief Executive Officer.
  
- 1.1.5. **“The Service Provider”** means .....
  
- 1.1.6. **“Service”** shall mean the appointment of a service provider for financial consulting project as per the Scope of work and Pricing Instructions.
  
- 1.1.7. **“Termination date”** – shall mean ....., it must be noted that any adjustments to the stipulated date in a form of extensions or accelerations may be allowed in terms of this Agreement.
  
- 1.1.8. **“The parties”** shall mean THE AGENCY and THE SERVICE PROVIDER.
  
- 1.1.9. **“Warranties”** – means collectively any and all warranties given by THE SERVICE PROVIDER in terms of this Agreement.

### **1.2. Interpretation:**

- 2.2.1 In this Agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention:-
- 2.2.2 An expression which denotes –
- 2.2.2.1 Any gender includes the other genders;
- 2.2.2.2 a natural person includes an artificial or juristic person and vice versa;
- 2.2.2.3 the singular includes the plural and vice versa.
- 2.2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date of this Agreement, and as amended or re-enacted from time to time.
- 2.2.4 When any number of days is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or Public Holiday, in which case the last day shall be the next succeeding day which is a business day.
- 2.2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this Agreement.

## **2. APPOINTMENT OF THE SERVICE PROVIDER**

3.1 THE AGENCY appoints THE SERVICE PROVIDER who accepts the appointment.

3.2 All rights and obligations arising from this Agreement shall be deemed to have come into operation on the Effective date.

3.3 Neither the appointment of THE SERVICE PROVIDER in clause 3.1 nor anything in this Agreement shall give rise to or be construed as giving rise to an employer/employee relationship between the parties, nor shall it give rise to a joint venture nor a Agreement of partnership between the parties, nor shall it give rise to a labour broking Agreement.

3.4 The parties acknowledge that neither of the parties has any authority whatsoever to represent or to bind the other party in any capacity whatsoever. In particular, but without limiting the generality, neither of the parties shall be entitled to conclude any Agreement or sign any document on behalf of the other party, or in any way bind the other party's performance or discharge of any obligation.

3.5 The parties agree that no staff member of the agency may be requested or solicited to accept any reward gift or favour, nor may any staff member of the agency accept any reward gift or favour, for persuading the agency's board or any structure or functionary of the board with regard to the exercise of any power or the performance of any duty; or to make a representation to the council or any structure or functionary; or to disclose any privileged or confidential information; or to do or not to do anything within that staff member's powers or duties.

3.6 The Client warrants that it has complied with all its own internal rules and regulations in adjudicating the Bid and awarding the Contract to the Service Provider to that panel and that process has been properly and lawfully conducted and hereby indemnifies the Service Provider against any loss it may suffer as a result of a breach of this warranty.

3.7 The conduct described under sub-clause 3.5 and 3.6 goes to the root of the Agreement and constitutes a breach of this Agreement with the further

proviso that any person found guilty of such conduct shall be dealt with in terms of the provisions of South African Law.

### **3. COMMENCEMENT AND TERM OF THE AGREEMENT**

- 3.1. This Agreement shall commence on the effective date.
- 3.2. The Agreement shall endure for a period of **One year** from the Effective date and shall terminate on the Termination Date.

### **4. CONTRACT PRICE**

- 4.1. The price charged by THE SERVICE PROVIDER for Services performed under this Agreement shall not vary from the prices quoted by THE SERVICE PROVIDER in their Bid Proposal, with the exception of any price adjustments authorised and agreed on by the parties. The price quoted by THE SERVICE PROVIDER in their Bid Proposal is a total of R ..... inclusive of VAT for the period of One year.
- 4.2. The Bid of THE SERVICE PROVIDER shall be remunerated in line with applicable rates as quoted by THE SERVICE PROVIDER in their Bid Proposal.

### **5. TERMS OF REFERENCE AND BID DOCUMENTS**

- 5.1. The original Bid Document (Terms of Reference) submitted by THE SERVICE PROVIDER and attached to this Agreement, must be regarded as an integral part of this Agreement and forms part of the whole Agreement between the parties.

5.2. This Agreement must be interpreted in the light of the fact that the prescriptions, conditions and guidelines in the Terms of Reference and Bid Documents are intended to supplement, particularise and expand the terms and conditions of this Agreement.

5.3. Where possible the stipulations in the Terms of Reference and Bid Documents must be interpreted in such a way that it is not in conflict with this Agreement. However, where any terms, conditions, prescription or guidelines in the Terms of Reference and Bid Documents are in direct conflict with this Agreement and cannot be given a meaning or meanings that are not in conflict with the Agreement, and cannot be reconciled with it, then the Agreement shall prevail, and where the Agreement is silent the Act shall prevail.

## **6. DELIVERABLES AND RESPONSIBILITIES OF THE SERVICE PROVIDER**

6.1. The Service to be rendered under this Agreement by THE SERVICE PROVIDER is the appointment of a service provider for financial consulting project as per scope of work and Pricing Instructions included in the appointment letter.

## **7. RESPONSIBILITIES OF THE AGENCY**

THE AGENCY undertakes to:-

7.1. On receipt of the Invoice accompanied by a full up to date progress report on the services provided and upon fulfilment of any other obligations stipulated in the Agreement, effect payments promptly but under no circumstances whatsoever later than thirty (30) days after submission of an invoice or claim by THE SERVICE PROVIDER.

7.2. Payment will be made in South African rands.

## **8. DELAYS IN THE SERVICE PROVIDER'S PERFORMANCE**

- 8.1. Performance of Service shall be made by THE SERVICE PROVIDER in accordance with the time schedule prescribed by THE AGENCY.
- 8.2. If at any time during the performance of the Agreement, THE SERVICE PROVIDER should encounter conditions impeding timely performance of Service, THE SERVICE PROVIDER shall promptly notify THE AGENCY 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 AGENCY shall evaluate the situation and may at their 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 this Agreement. THE AGENCY shall not withhold their discretion to extend unreasonably.

## **9. FORCE MAJEURE**

- 9.1. Notwithstanding the provisions of Clause 09, THE SERVICE PROVIDER shall not be liable for damages, penalties, forfeiture of its performance security, or termination for default if and to the extent that this delay in performance or other failure to perform their obligations under the Agreement is the result of an event of force majeure.
- 9.2. If a force majeure situation arises, THE SERVICE PROVIDER shall promptly notify THE AGENCY in writing of such condition and the cause thereof. Unless otherwise directed by THE AGENCY in writing, THE SERVICE PROVIDER shall continue to perform its obligations under the Agreement as far

as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **10. INDEMNITY**

10.1. Without prejudice to any of the rights of THE AGENCY arising from any of the provisions of this Agreement, THE SERVICE PROVIDER indemnifies and holds THE AGENCY harmless against all loss, liability, damage, claims, proceedings or expense of any nature whatsoever, including (without limiting the generality of the foregoing) all party and party and attorney and client costs incurred by THE AGENCY which THE AGENCY may suffer as a result of or which may:

10.1.1. Be attributable only to gross negligence causing -

- i. any liability of THE SERVICE PROVIDER, whether actual;
- ii. any liability of THE SERVICE PROVIDER for taxation, for which purpose the terms "taxation" shall include:
  - normal taxation;
  - value added tax;
  - minimum or secondary taxation on companies.
- iii. Regional services council, District or equivalent levies;
  - All other forms of levies or taxation.
  - Any penalties or interest as a result thereof.
- iv. THE SERVICE PROVIDER's performance or non-performance in terms of this Agreement;

10.2. THE SERVICE PROVIDER undertakes to indemnify THE AGENCY in respect of all actions, prosecutions or claims of any nature that might be brought in any manner against THE AGENCY as a consequence of the

negligence of THE SERVICE PROVIDER, its employees, members or any persons under its control;

- 10.3. THE SERVICE PROVIDER shall not be liable for such liability, loss, damage, claims, proceedings or expense where same was due to any act or neglect of THE AGENCY or any person for whose actions THE AGENCY is legally liable.

## **11. BREACH**

- 11.1. Should either THE SERVICE PROVIDER or THE AGENCY commit a breach of any material provision of this Agreement and fail to remedy such breach within fourteen (14) days after receiving written notice from the party aggrieved thereby requiring the defaulting party to do so, then the aggrieved party shall be entitled, without prejudice to the aggrieved party's other rights in law, to cancel this Agreement or to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, in either event without prejudice to the aggrieved party's right to claim damages;
- 11.2. Should any party permit a non-material breach of any provision of this Agreement and fail to remedy such breach within fourteen (14) days of receiving written notice from any other party to the Agreement requiring it to do so, then the aggrieved party shall be entitled to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, without prejudice to the aggrieved party's other rights in law, including the right to claim damages.

## **12. TERMINATION FOR INSOLVENCY**

THE AGENCY may at any time terminate this Agreement by giving written notice to THE SERVICE PROVIDER if THE SERVICE PROVIDER becomes bankrupt or otherwise insolvent. In such an event, termination will be without compensation to THE SERVICE PROVIDER, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to THE AGENCY.

### **13. CONFIDENTIALITY**

13.1. It is recorded that THE SERVICE PROVIDER, by virtue of their association with THE AGENCY, will have access to confidential information belonging to THE AGENCY including, but not limited to the following matters:

13.1.1. the Agreement and financial arrangements between THE AGENCY and other bidders;

13.1.2. THE AGENCY's financial matters;

13.1.3. All other matters, which relate to THE AGENCY's business and in respect of which information is not readily available in the ordinary course of business.

13.2. Notwithstanding the foregoing provisions of this clause, the information referred to therein as confidential information shall cease to be confidential information when:

13.2.1. it is publicly available or becomes publicly available other than as a result of a breach of this Agreement;

13.2.2. it comes or came into the possession of THE SERVICE PROVIDER other than by virtue of THE SERVICE PROVIDER's relationship with THE AGENCY.

13.3. Having regard to the facts recorded above, THE SERVICE PROVIDER undertakes that in order to protect the proprietary interest of THE AGENCY in respect of confidential information-

13.3.1. they will not during the Agreement period or at any time thereafter, directly or indirectly, either use or disclose any of the confidential information, other than as may be required by their Agreement with THE AGENCY or as may be required to comply with any law or to enforce THE SERVICE PROVIDER's rights in terms of this Agreement;

13.3.2. any written or other instructions, drawings, notes, memoranda or records relating to confidential information mentioned and which are made

available to them or which come into their possession by any means whatsoever shall be deemed to be the property of THE AGENCY. Such property of THE AGENCY shall be surrendered to THE AGENCY on demand and in any event on the termination date of this Agreement and THE SERVICE PROVIDER shall not retain any copies thereof or extracts therefrom.

13.4. Any action to be construed a contravention of the conditions referred to in clauses 16.3, 16.3.1 and 16.3.2 above, will expose THE SERVICE PROVIDER to the termination of his Agreement by THE AGENCY.

#### **14. DOMICILE & NOTICES**

##### THE AGENCY

Physical - Port St Johns Development Agency  
Town Entrance  
Port St Johns  
5120

Tel - (047) 564 1188

Fax - (047) 564 1319

##### THE SERVICE PROVIDER

Physical -

Tel -

Fax -

Email -

14.1. Each party shall be entitled from time to time, by giving written notice to the others, to vary its physical domicile to any other physical address (not being

a post office box or Poste Restante) within the Republic or to vary its postal domicile or its facsimile domicile to any other within the Republic.

## **15. PUBLICITY**

None of the parties shall issue any public document or make any press release relating to or arising out of this Agreement or its subject matter without obtaining the prior written approval of all other parties to this Agreement, to the contents thereof and the manner of its presentation and publication; provided that such approval shall not be unreasonably withheld or delayed.

## **16. WAIVER OF RIGHTS**

- 16.1. No party's partial exercise of, or failure to exercise or delay in exercising any right, power, privilege or remedy in terms of this Agreement shall be construed as a waiver by that party;
- 16.2. Such partial exercise or failure shall not operate so as to preclude that party from exercising its rights strictly in accordance with this Agreement, unless such party has expressly waived or otherwise foregone its ability to exercise such right, power, privilege or remedy (at all or in part or until after such period of delay) in terms of a written document signed by such party;
- 16.3. In the event of a party having concluded such a written document it shall be strictly construed to form an integral part of this Agreement.

## **17. CESSION OF RIGHTS**

- 17.1. Save as is otherwise expressly stipulated in this Agreement, this Agreement is personal to the parties;
- 17.2. No party may cede, delegate or assign any of its rights or obligations in terms of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

## **18. AMENDMENT OR VARIATION OF THIS AGREEMENT**

No addition to, variation or agreed cancellation of this Agreement shall be binding upon the parties unless reduced to writing and signed by or on behalf of the parties.

## **19. SETTLEMENT OF DISPUTES**

- 19.1. If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of this Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 19.2. If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either THE AGENCY or THE SERVICE PROVIDER may give notice to the other party of their intention to commence with mediation. No mediation in respect of this matter may be commenced with unless notice thereof is given to the other party.
- 19.3. Should the parties not be able to settle a dispute by means of mediation, it may be settled in a South African court of law.



1. \_\_\_\_\_
2. \_\_\_\_\_
- SERVICE PROVIDER

**ANNEXURE G**

<b>TENDER CHECKLIST</b>		
<b>PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED ARE ATTACHED TO THE TENDER DOCUMENT:</b>		
<b>PLEASE CHECK:</b>	<b>YES</b>	<b>NO</b>
That you have read all the pages of the tender document.		
That you have the <b>authority to Sign a Bid</b> and the resolution is attached.		
That you have completed ALL the forms required to be completed <b>in NON-ERASEABLE INK</b>		
That your arithmetic calculation in the pricing schedule is correct.		
That you have attached ALL necessary documentation relating to the composition of the tendering entity, i.e.		
(a) Company registration documents naming the shareholders and directors / members of the company, close corporation etc		
(b) Joint venture agreement, if tendering entity is a joint venture		
That all supporting schedules, documents, proof of experience and other information required (if functionality is applicable) are attached.		
That the <b>COMPLETE</b> tender document is submitted.		
That the <b>FORM OFFER</b> is completed in full and signed.		
That all the Municipal Bidding Documents are duly completed and signed.		
That <b>ALL</b> returnable documents are submitted.		
Ensure that your tender is submitted by <b>11H00AM</b> on the closing date of the tender		

**CERTIFICATION**

I, the undersigned (full name.....), certify that the information furnished on this checklist is true and correct.

Signed: ..... Date: .....

Name: ..... Position: .....

Tenderer: .....