

# INGQUZA HILL LOCAL MUNICIPALITY



**BID NO: IHLM/53/2025-26/PLAN**

**INCUBATION PROGRAMME: CONSTRUCTION/REHABILITATION /INSTALLATION AND MAINTENANCE FOR THE PERIOD OF TWO (02) YEARS**

**CLOSING DATE: 31 MARCH 2026**

**CLOSING TIME: 12H00**

**TENDER BOX ADDRESS: 135 MAIN STREET FLAGSTAFF**

**TENDER DOCUMENT: Downloadable on [ihlm.gov.za](http://ihlm.gov.za) Procurement: Open Tender**

**IMPORTANT NOTES TO BIDDERS:**

- a) Tenders/Quotations must be properly received and deposited in the above-mentioned tender box on or before the closing date at Ingquza Hill Local Municipality, 135 Main Street, Flagstaff, 4810
- b) No late, couriered, faxed or emailed tenders will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope clearly reflecting the tender Number and tender description as indicated above.
- c) Do not reproduce this tender document (do not take it apart, omit pages, change wording or put documents between its pages). All other mandatory documents must be attached as per the advert requirements.
- d) Initial each and every page. Site meetings will be reflected on adverts if attendance is compulsory.

**TENDERER**

**NAME of** Company/Close Corporation or Partnership /Consortium/ Joint Venture or Sole Proprietor /Individual/Other

**TRADING AS** (if different from above)

**COMPANY REGISTRATION NUMBER**

## BID NOTICE

Bids are hereby invited from suitable qualified and experienced service providers for the following services:

CONTRACT NO	DESCRIPTION	COMPULSORY BRIEFING SESSION	CLOSING DATE
<u>IHLM/53/2025-26/PLAN</u>	<b>Incubation programme: Construction/ rehabilitation/ installation and maintenance for the period of two (02) years</b>	06 March 2026  Flagstaff Town Hall  Time: 10h00  <b>NB:</b> bidders are advised to arrive early for briefing, 15 minutes late arrival will be disqualified	<b>31 March 2026 at 12h00 Flagstaff Municipal Offices</b>

**Evaluation criteria: Functionality: 100 points-** Promotion of Local Enterprise **60 points**, Methodology and Plant/Equipment **20 points** and Expertise **20 points**. Bidders should score **70 out of 100** to proceed to **80/20 Price=80 points: Specific Goals:** Owned by black people who are youth (18-35 years old) **6 points**, owned by black people who are women **6 points**, owed by black people living with disability **2 points** and owned by black people **6 points**

**Enquiries:** Technical enquiring shall be addressed to Planning and Development 039 252 0131/ [dmjokovana@ihlm.gov.za](mailto:dmjokovana@ihlm.gov.za). Supply Chain Management at **039 252 0131**. [antongana@ihlm.gov.za](mailto:antongana@ihlm.gov.za).

**Tender validity period:** 90 (ninety) days after tender closing date

**MANDATORY DOCUMENTS:**

Potential bidders are urged to submit the following documents when submitting their proposals, failure to do so will render the bid not responsive.

- Valid Full CSD Proof of registration
- CIDB proof of registration
- Completed and Signed Declarations (MBD1-9) attached on the tender document.
- A Valid SARS TCS Pin printout
- A signed letter by the bidder confirming that no undisputed municipal accounts are overdue by more than 30 days and proof thereof.

**OBTAINING OF TENDER DOCUMENTS:**

Downloadable on [ihlm.gov.za](http://ihlm.gov.za) Procurement: Open Tender/ e-Tender Portal

**TENDER SUBMISSION AND OPENING**

Tenders/Proposals must be submitted by hand at 135 Main Street, Flagstaff, 4810 (Municipal Reception) **by 12:00 local time on 31 March 2026**

Tenders should be sealed, endorsed on the envelope with:

**IHLM/53/2025-26/PLAN**

**Advert Date: 27 February 2026**

**CONDITIONS OF ACCEPTANCE:**

The Ingquza Hill Local Municipality is under no obligation to accept any proposal/tender and reserves the right not to accept the whole or any part of the proposal/tender. The only or lowest bid received shall not necessarily be accepted. No proposal/tenders will be considered from persons in the service of the state, the bidder or any of its directors/shareholders listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; the bidder has not: abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect. The municipality will only consider bids submitted on the original bid documentation provided by the municipality. The Ingquza Hill Local Municipality's supply chain policy will apply in all tender stages.

**NB.** No faxed, couriered, emailed tenders will be accepted.

The municipality reserves the right to extend the tender period by notice in the press and on the municipality's official website [ihlm.gov.za](http://ihlm.gov.za)

**V.C Makedama**

\_\_\_\_\_  
**Municipal Manager**



**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

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

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

## **MBD 2**

### **1. TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

#### **2.1 SARS APPLICATION FOR TCC MBD**



### **MBD 3.3**

## **3.1 PRICING SCHEDULE AND SPECIFICATION**

### **(SECTION 2)**

Pricing Instructions:

1. All prices shall be tendered including VAT, customs or excise duty and any other duty, levy, or other applicable tax.
2. All prices shall be tendered in accordance with the units specified in this schedule.
3. All prices tendered must include all expenses, disbursements and costs (e.g. transport, overheads, accommodation etc.) that may be required in and for the execution of the work described in the Specification, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.

### **TERMS OF REFERENCE FOR INGQUZA HILL LOCAL MUNICIPALITY INCUBATION PROGRAMME: CONSTRUCTION AND MAINTENANCE FOR THE PERIOD OF TWO YEARS FOR THE POTENTIAL EMERGING CONTRACTORS**

#### **1. PROGRAMME BACKGROUND**

Ingquza Hill Local Municipality remains one of the most underdeveloped local municipalities under the district of ORT. The municipality even before the emergence of Covid pandemic, was already struggling to attract inward investment into its area to stimulate the required economic growth in its local economy. Thus, the emergence of Covid pandemic nearly collapsed its economy. The municipality mandated by s 151, s152 and 153 of the Constitution of the Republic of South Africa and other legislative pieces such as the White Paper on Local Government of (1998) is required to take active steps in promoting socio-economic development, create an enabling and conducive environment for socio-economic development to take place. Concurrently, the municipality through its Local Economic Development (LED) strategy seeks to empower, stimulate, and promote growth amongst local SMMEs within the construction sector in line with note 14 of the Construction Industry Development Board with the specific target of potential emerging contractors through the Incubation Programme for construction and maintenance. Thus, the local SMMEs will directly and indirectly create the much-desired socio-economic opportunities such as employment creation and reduction of poverty. Pursuant to this mandate - the municipality seeks to use its grants such as Municipal Infrastructure Grant (MIG), Equitable Share and INEP for the benefit of local SMMEs in the incubation programme.

#### **2. POLICY AND LEGISLATIVE FRAMEWORK**

The establishment of Ingquza Hill Incubation Programme for Construction and Maintenance is guided and underpinned by the following policy and legislative pieces:

- Constitution of the Republic of South Africa Act No. 108 of 1996
- White Paper on Local Government of 1998

- Preferential Procurement Policy Framework Act. No. 5 of 2000
- Preferential Procurement Regulations of 2017
- Ingquza Hill Local Economic Development (LED) Strategy
- Broad-Based Black Economic Empowerment Act No. 53 of 2003
- Construction Industry Development Board Act. No. 38 of 2000
- IHLM Contractor incubation Policy

### 3. STRATEGIC OBJECTIVES OF THE PROGRAMME

- Developing entrepreneurship skills within the construction sector
- Facilitating easy access to construction industry and compliance with industry norms, standards
- Facilitating access to finance through the session for project startups and sourcing of construction
- Providing relevant and effective training to small enterprise contractors, and
- Facilitating a mentoring and incubation programme for all small enterprises
- Capacitating and assisting in growing their grades in line with the requirements of the construction industry development board.

### 4. APPOINTMENT DURATION

This establishment of the Incubation programme is expected to be completed within two (2) consecutive years upon the date of appointment of the service providers. Thereafter, the service will be released from the programme to afford space for other local SMMEs contractors to partake on the programme.

### 5. WORK SCHEDULE

The appointed service provider will be required to prepare a realistic work schedule determining the stages of work to be done and time frames as part of development.

### 6. REQUIRED CIDB GRADING

The following CIDB gradings are required for Construction Incubation Programme. **NB: It's mandatory that you only select only (2) grades of your choice in the grades listed below. Selection of more than two (2) grades will lead to complete disqualification.**

#	<i><b>INCUBATION PROGRAMME – CONSTRUCTION, INSTALLATION, REHABILITATION AND MAINTANANCE</b></i>		<b>SELECT YOUR CHOICE BY TICKING</b>
#	1 CE to 2 CE	Civil engineering works	

#	1EP to 2 EP	Electrical works in infrastructure	
#	1 GB to 2 GB	General Buildings	
#	1 SQ to 2 SQ	Fencing and related matters	

## 6.1 PURPOSE

Suitably qualified and experienced service providers are hereby invited to submit proposals to be appointed to a Panel of Contractors for two (2) consecutive years within the Ingquza Hill Local Municipal area. The successful service providers will be appointed to a panel and will be allocated projects in line with supply management policy of the municipality.

## 6.2 SCOPE OF WORK

- Site Establishment (including the establishment of a formal site camp for site meetings)
- Removal and installation of temporary and permanent fencing for fencing of Agricultural projects.
- Installation of boreholes and irrigation systems.
- Implementation of IHLM SMME Development Initiatives.
- Implementation of Labour-Intensive Construction (LIC) Methods based on the principles of the EPWP on tasks identified by the Contractor
- Compliance with the IHLM's Health and Safety Specifications
- Compliance with the Environmental Management Plan
- Clear and grubbing for road works, culverts and borrow pits
- Bulk earthworks and borrow pits
- Layer works consisting of roadbed treatment, imported subbase layer and wearing course materials
- Construction of storm water cross drainage and side drains (stone pitching).
- Excavate, lay, and bed concrete storm water structures culverts
- Construction of storm water structures (headwalls and gabion baskets)
- Installation of ancillary road works including guardrails and signage
- Temporary works including service relocation / protection and traffic accommodation by shaping and maintaining bypasses
- Landscaping, grassing, and finishing off the road reserve and borrow pits
- Clearing the site, rubble, vegetation, vestiges of all unwanted materials and the disposal thereof
- Patch gravelling and potholes
- Wet blading and re-gravelling
- Dry Blanding and re-gravelling
- Construction of roads, bridges and maintenance of roads and bridges
- Paving of roads and maintenance
- Electrification of households and installation of high mast lights
- Installation and maintenance of streetlights

## 6.3 PURPOSE

	<b>Weight</b>
<p><b>1.PROMOTION OF LOCAL ENTERPRISE</b></p> <p>The bidder must attach all the following documents in-order for them to obtain points:</p> <p>1. Proof of residence from the Ward Councillor specifying the exact village where the bidder stays and Affidavit from SAPS confirming the proof of residence for the bidder.</p> <p>2. Full CSD registration report</p> <p>Any false information will render the bidder to disqualification.</p> <p>Allocation of points:</p> <p style="padding-left: 40px;"><b>Ingquza Hill Local Municipality = 60 points</b></p> <p style="padding-left: 40px;"><b>ORT District = 25 points</b></p> <p style="padding-left: 40px;"><b>Eastern Cape = 15 points</b></p> <p style="padding-left: 40px;"><b>South Africa = 10 points</b></p>	<b>Total = 60</b>
<p><b>2.METHODOLOGY AND PLANT/EQUIPMENT</b></p> <p>Construction methodology and approach in handling construction projects within time, scope, value, and quality will be needed. = <b>10 points</b></p> <p>Signed lease agreement/signed letter by both parties which will prove that when the bidder gets the contract with the municipality the needed plant will be available if appointed. = <b>10 points</b></p>	<b>Total = 20</b>
<p><b>3. EXPERTISE</b></p> <p>Attach signed detailed business plan/profile of the bidder applying to be included in the incubation program. ( Cv, Qualifications of the relevant expects of the bidding grades for example for CE, qualification in Civil Engineering, GB: qualification in Building, EP: Qualification in Electrical Engineering and GB: in Building</p> <p>This criterion is designed to stimulate the local economic development as contained in the municipal approved LED Strategy and Incubation Policy.</p>	<b>Total = 20</b>
	<b>100</b>

**FUNCTIONALITY FOR: CIDB GRADING FROM 1 to 2 OF ALL GRADES**

To render services of construction/rehabilitation /installation /maintenance using all material that are on specification at a given time.

**Bids that do not meet a minimum of 70 points in total out of 100 for the criteria listed above will not be considered further**

**Bidders should take note of the above technical evaluation criteria.**

- [a] All the necessary documentation must be submitted to bid evaluation committee to make an informed evaluation. Evaluation of the Technical Requirements will be based on the information provided by the bidder.
- [i] **Promotion of Local enterprise requirements** – required letter and affidavit and CSD with local address.
  - [ii] **Plant and equipment** – Methodology and Signed lease agreement/letter by both parties as explained above.
  - [iii] **Expertise** – Signed business plan/profile as explained above

#### **6.4 SCOPE OF WORK**

The maintenance work will include the following:

- Roof Repairs
- Internal Division
- Floor Finishes
- Wall Finishes
- Ceiling Finishes
- Fittings
- Replacement of doors and accessories
- Paintwork
- Plumbing
- Fire Protection
- Water Pumps
- Boreholes
- Irrigation systems
- Carports
- Septic Tank
- Fencing
- Roads
- Electricity
- Offices
- Community halls
- Libraries
- Livestock trading kraals
- Hauker stalls

#### **6.5 BUILDING /MAINTENANCE MATERIAL**

##### **MASONRY**

- Face brick

- Block work
- Plaster

## **ROOF COVERING**

- IBR roof sheeting.
- Chromadek - oval factory coated IBR roof sheeting.
- Steel trusses.
- Timber trusses.

## **CEILINGS**

- Suspended ceilings.
- Gypsum plasterboard ceiling.
- Cladded ceiling.
- Air vent ceiling.

## **WINDOWS**

- Aluminium windows
- Meranti
- Steel

## **DOORS**

- Automated aluminium sliding door.
- Manual sliding doors.
- Aluminium doors.
- Meranti solid doors.
- Meranti double doors.
- Hollow core doors

## **DOOR FRAMES**

- Aluminium frames.
- Meranti type standard.
- Pressed metal type standard.

## **IRONMONGERY**

- Three (3) lever “union “mortise lock.
- Double cylinder locks 60mm.
- Cylinder locks lock.

## **TILING**

- Ceramic wall tiles (150 x 200mm).
- Ceramic floor tiles (300 x 300mm).
- Vinyl tiles.
- Carpet tile.

## **METAL WORK**

- Burglars.
- Steel Burglars.

## **PLUMBING AND DRAINAGE**

- Basins.
- Stainless steel kitchen sink
- Pans & Cistern
- Urinal bowl.
- Mixer tap
- Bib tap
- Stop cock
- Gutters (Aluminium and PVC).
- Down pipes (Aluminium and PVC).
- 10 000L tanks.
- 5 000L tanks
- Dislodging of septic tanks
- Water pumps
- Boreholes and irrigation systems
- Mechanisation (proof of ownership of tractor with implements)

## **PAINTING**

- Paint to plastered walls.
- Gloss paint plastered walls.
- Paint to timber doors.
- Paint to steel doors.
- Varnish to timber doors, frames and skirting.
- Paint to ceilings
- Paint to other surfaces.

## **PAVING**

- Brick paving in herringbone pattern.

#### **Carports**

- Galvanised steel poles
- Carport roof sheeting cloth

#### **Fencing**

- Diamond Mesh
- Reinforced Brick Wall fencing
- Palisade Fencing

### **SECTION B – ELECTRICAL GENERAL WORKS SPECIFICATIONS**

#### **REGULATIONS**

- The National Building Regulations and building Standards Act, 1977 (Act of 1977) as amended,
- The Occupational Health and Safety Act 1993 (Act 85 of 1993) as amended,
- Electrical Installation Regulations of 1992 promulgated under section 35 of the Machinery and Occupational Safety Act of 1983 (Act No. 6 of 1983)
- The latest issue of SANS 10142-1: “Code of Practice for Wiring of Premises – Part 1: Low Voltage Installation”.
- The Electricity Act 1984 (Act 44 of 1958) as amended) **ETC**

**It shall be assumed that the contractor is conversant with the above-mentioned requirements.**

#### **THE FOLLOWING CONDITIONS WILL APPLY:**

- Proof of CIDB grading 1-2 as mentioned above
- Higher CIDB grade than aforementioned above will not be considered.
- Bidding with multiple companies will result to disqualification to this program.
- Higher CIDB grade company directors will not be allowed to bid with lower grade companies they own.

#### **7. Submission of Proposals**

Proposals must be submitted in sealed envelopes endorsed “THE APPOINTMENT OF A SERVICE PROVIDER FOR INGQUZA HILL LOCAL MUNICIPALITY INCUBATION PROGRAMME” and must hand have delivered and placed in the tender At Ingquza Hill Local Municipality Offices, 130 Flagstaff Main Street, 4810.

**MBD 4**

**3. 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 in relation to the evaluating/adjudicating authority.
- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

<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**

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#### 1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	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:

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

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:

**80/20**

**or**

**90/10**

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

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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Verification documents
Company owned by people who are youth (18-35 years)		6			CSD registration report/ ID Copy of the owner/ director registered
Company owned by people who are women		6			CSD registration report/ ID Copy of the owner/ director registered
Company owned by people who are living with disability		2			Letter from a medical practitioner
Company owned by black people		6			CSD registration report/ ID Copy of the owner/ director registered

**DECLARATION WITH REGARD TO COMPANY/FIRM**

- 4.3. Name of company/firm.....
  - 4.4. Company registration number: .....
  - 4.5. TYPE OF COMPANY/ FIRM
    - Partnership/Joint Venture / Consortium
    - One-person business/sole propriety
    - Close corporation
    - Public Company
    - Personal Liability Company
    - (Pty) Limited
    - Non-Profit Company
    - State Owned Company
- [TICK APPLICABLE BOX]

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2.	.....

## MBD 8

### 8. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><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>	Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><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></p>	Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	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, or to any other municipality, that is in arrears for more than three months?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<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 municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

**<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.**

**<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

**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.

**<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



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

The Ingquza Hill Local Municipality 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 Ingquza Hill Local Municipality. All Bidders must submit the information requested below. Pro-forma data sheets can be found in the Annexure. 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. See **Annexure "D"**.
- b) The Declaration of Interest form must be completed.
- c) The bid document must be completed in all respects in black ink.
- 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 Ingquza Hill Local Municipality 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.
- i) A joint venture must submit a joint venture B-BBEE Verification Certificate (if accredited) Clauses (g) and (h) will only be applicable after the awarding of the contract to the successful bidder.

## **OFFER AND SPECIAL CONDITIONS**

1. **All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed and signed where required (failure to submit complete document will lead to disqualification).**
2. In the event that any form or certificate provided in Part 4 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.
3. **CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS**
  - 3.1 The closing date and time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.
  - 3.3 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.
  - 3.4 All bids must be deposited in the bid box before the closing time and date stipulated above, at the address detailed on the cover page of this invitation to bid. 130 Main Street, P.O.BOX 14, Flagstaff, 4810.

### **4. ENQUIRIES**

4.1 Should any bidder has any enquiries relating to this invitation to bid, such enquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

### **5. PRICING**

5.1 The bidder(s) must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as which completed form/s must be submitted together with the bid documents.

5.2 PRICING MUST BE STIPULATED INCLUSIVE OF VALUE ADDED TAX

5.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form

### **6. TAX COMPLIANT**

Ingquza Hill Local Municipality will verify bidders Tax Compliant Status on CSD, if the recommended bidder is found to be non-compliant during the time of award, such bidder will be requested to submit written proof from SARS of their tax compliance status or proof that they have arranged to meet their outstanding tax obligation within seven working days. The bidder should thereafter provide the municipality with proof of their tax compliance status which will be verified via the Central Supplier Database (CSD) or e-filing. Should the recommended bidder fail to provide written proof of their tax compliance status in terms of the paragraph above the intention to award will be cancelled.

### **7. DECLARATION OF INTEREST**

The bidder should submit a duly completed and signed declaration of interest (MBD 4) together with the bid.

### **9. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

The bidder must complete the declaration and sign accordingly to submit with the bid. The declaration of bidder's past supply chain management practices (MBD 8) is attached.

#### **10. CERTIFICATE OF INDEPENDENT BID DETERMINATION**

The bidder must complete the certificate of independent bid determination and sign accordingly to submit with the bid. The certificate of independent bid determination (MBD 9) is attached.

#### **11. PARTNERSHIPS AND LEGAL ENTITIES**

In the case of the bidder being a partnership, all certificates reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid.

#### **12. CONSORTIUM / JOINT VENTURE**

12.1 It is recognized that bidders may wish to form consortia to provide the Services.

12.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements:

- 12.2.1 It shall be signed to be legally binding on all consortium members.

12.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered between the consortium members.

12.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the municipality and receive instructions for and on behalf of all the members of the consortium.

12.2.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid.

12.2.5 The lead member must comply with all the requirements of the bid.

#### **13. VALIDITY**

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of (90) calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

#### **14. ACCEPTANCE OF BIDS**

The Ingquza Hill Local Municipality document does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of Ingquza Hill Local Municipality.

#### **15. NON-DISCLOSURE, CONFIDENTIALITY AND SECURITY**

15.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" basis with the approval of the municipality

#### **16. ACCURACY OF INFORMATION**

16.1 The information contained in the invitation to bid has been prepared in good faith. The municipality nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.

16.1.1 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

## **17. COMPETITION**

17.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.

17.1.1 In general, the attention of bidders is drawn to Section 4(1) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.

17.1.2 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they are encouraged to discuss their position with the competition authorities before submitting a response.

## **18. SUPPLIER DUE DILIGENCE**

Ingquza Hill Local municipality reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

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

---

### **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 Ingquza Hill Municipality.

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

This contract is for – **INGQUZA HILL LOCAL MUNICIPALITY INCUBATION PROGRAMME: CONSTRUCTION AND MAINTENANCE FOR THE PERIOD OF TWO (02) YEARS.**

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

The formal acceptance of this Bid by the Municipality will constitute a contract binding on both parties, and the Municipality 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 or any Bid will not necessarily be accepted.***

The Municipality 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 Municipality prior to the submission of a Bid.

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

The Council and Municipality 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 Council and the Municipality 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 Council 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 Municipality 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 Municipality:

- [a] All expenses incurred by the Municipality 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 Municipality) Bid price (inclusive of escalation) accepted as an alternative by the Municipality from the Bids originally submitted; or
  - [ii] A new Bid price (including 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 Municipality 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, whichever may be applicable. All orders placed will be based on the current Bid prices. It is the responsibility of the Bidder to inform the 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 Municipality 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. **DURATION OF THE BID**

It is envisaged that the successful Bidder will be required to begin work on the assignment immediately upon appointment.

**13. 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 Municipality. The contract form, frequency and dates thereof will be stipulated and agreed upon by the parties upon the awarding of the Bid.

***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 Bids will not be considered.***

## **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 markets 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 ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such 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 website.

### **4. Standards**

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

### **5. Use of contract documents and information; 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 as 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 develops documentation/projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the municipality or municipal entity.

### **7. Performance security**

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the 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 analysis**

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 should 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 make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 & 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 not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned to 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 23 of GCC.

## **9. Packaging**

- 9.1** The provider should provide such packaging as is required to prevent their damage or deterioration during transit to their 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 goods' 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 should 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 specified 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 if 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 a 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.**
- 21.2 **Successful bidder will be required to demonstrate subcontracting to local businesses providing the media, marketing and advertising services within Ingquza Hill Local Municipality jurisdiction.**
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 25, 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 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 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 25, 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 23.

## **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 the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.
  - (b) if the provider fails to fulfil 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 like 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 the 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 countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the 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 fulfil 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 willful 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**

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 an 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.