



STRATEGY, FUND RAISING, BUSINESS INVESTMENTS & RETENTION UNIT

TERMS OF REFERENCE

FOR

The Establishment of a panel of Professional Service Providers (Civil/ Structural Engineers, Geotechnical Engineers, Town Planners, Land Surveyors, Environmental Practitioners, Architects, Project Managers, Business Planning and Economic Development Specialists and Social Facilitation and Stakeholder Engagement Specialists) for Catalytic Projects within the iLembe District Area, on behalf of Enterprise iLembe, for a Period of 36 Months

Closing Date: 08 September 2026

Closing Time: 11h00

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- For SCM-related enquiries, please contact the SCM Unit on 032-946 1256.

SERVICE PROVIDER TERMS OF REFERENCE

It is the intention of Enterprise iLembe to enter into a formal contract with each member of the Panel to provide the services described herein. These Terms of Reference and the bidder's proposal will form the basis of the contract.

Section 1: Details

Province:	KwaZulu-Natal
Agency:	Enterprise iLembe Economic Development Agency
Project Name:	Establishment of a Panel of Professional Service Providers (Civil/ Structural Engineers, Geotechnical Engineers, Town Planners, Land Surveyors, Environmental Practitioners, Architects, Project Managers, Business Planning and Economic Development Specialists and Social Facilitation and Stakeholder Engagement Specialists), for Catalytic Projects within the iLembe District Area, on behalf of Enterprise iLembe for a Period of 36 Months.
Tender Number:	T01-2027

Section 2: Background

Enterprise iLembe:

Enterprise iLembe is an economic development agency wholly owned by the iLembe District Municipality mandated to pursue and facilitate investment, economic development and empowerment in iLembe.

The objective of Enterprise iLembe is to improve the competitiveness of the iLembe Region by creating an environment that will enable local business to compete successfully on the international stage.

The purpose of the project is to establish a panel of professional consultants for the planning and development of concept designs, feasibility inclusive of related studies for number of key catalytic projects in the iLembe Region. The professionals to be acquired is of the services of Civil/ Structural Engineers, Geotechnical Engineers, Town Planners, Land Surveyors, Environmental Practitioners, Architects, Project Managers, Business Planning and Economic Development Specialists and Social Facilitation and Stakeholder Engagement Specialists within the iLembe District for catalytic projects, on behalf of Enterprise iLembe, for a period of 36 months.

Section 3: Scope of Work

Enterprise iLembe wishes to establish a panel of professional service providers to render the services described hereunder, on an adhoc basis, **as and when the need arises**.

The following scope of work will be applicable to each category:

CATEGORY A (LAND SURVEYOR):

- Determination of property boundaries;
- Creation of maps and reports;
- Pegging of Erven;
- Compilation of Survey Diagrams and Submission to the Surveyor General
- Compilation of Survey Diagrams and Submission to the Surveyor General for approval;
- Obtaining Approval and Ensuring Registration of Survey Diagrams from the Surveyor General;
- Rectification and Confirmation of existing Erven;
- Identification of Erf/Stand Beacons/Pegs;
- Amendment of township General Plans;
- Extensions of Township Boundaries;

CATEGORY B (TOWN PLANNING):

- Preparation of development applications on behalf of Enterprise iLembe in line with Spatial Planning and Land Use Management Act, 2013;
- Amendment of township Layouts and General Plans; Informal Settlement, Upgrading Plan;
- Prepare documentation required for local authority Development application processes;
- Conduct Housing market research;
- Land Use and development;
- Review and development of town planning policies;
- Stakeholder engagement and management;
- Facilitation of planning initiatives Conduct impact assessments to evaluate the feasibility and potential.
- Preparation and review of Framework documents to ensure compliance (SDF, LSDF, Precinct Plans).

CATEGORY C (PROJECT MANAGER):

- Lead professional service provider team;
- Plan and develop project scope;
- Monitor project progress and set deadlines;
- Develop and manage project execution plan;
- Ensure stakeholder satisfaction.
- Evaluate project performance.
- Ensuring that construction work complies with approved drawings and specifications;
- Measuring quality and assess building materials;
- Preparation of project applications/ Business Plans for submission to Provincial and

National Government;

- Ensure compliance with CIDB, NHBRC Home enrolment processes;
- Design collaborative participatory processes;
- Management of stakeholder engagement processes in collaboration with Enterprise Ilembe;
- Provide independent facilitation services;
- Provide site agent duties where required.

CATEGORY D (ENVIRONMENTAL PRACTITIONER):

- Ensure compliance with Environmental legislation as amended.
- Investigate environmental incidents and accidents.
- Provide advisory role on environmental matters;
- Evaluation of potential environmental consequences of development projects and recommend mitigation measures;
- Review the project scope and determine legislative requirements,
- Develop Environmental Screening reports clearly detailing all development aspects of proposals and triggering aspects;
- Preparation Of Specialist (Botanical, Arboriculture, Estuarine and Coastal, Aquatic/Freshwater and Wetland, Heritage and Archaeological specialists);
- Obtaining Environmental Authorizations;
- Environmental Management Plan;
- Strategic Environmental Assessment.
- Environmental Impact Assessments and Basic Assessments.
- Environmental Management Plans.
- Maintenance Management Plans.
- Monitoring of compliance to environmental condition of approval.

CATEGORY E (CIVIL/STRUCTURAL ENGINEER/ENGINEERING TECHNOLOGIST):

- Preparation of detailed project plans, including scope, schedule and budget;
- Conduct assessments to determine feasibility and viability of projects;
- Preparation of Preliminary Engineering designs;
- Preparation, submission and certification of Detailed designs;
- Preparation of Tender documentations;
- Supervise Civil Engineering works;
- Preparation and certification of raft slabs;
- Preparation of Tender reports and specialist reports for evaluation purposes;
- Certification of the works;
- Assessment of Engineering services for Housing Projects;
- Technical Audit;
- Assess quality and safety of buildings;
- Provides expert advice on maintenance and compliance;
- Undertake condition surveys;
- Preparing Bill of Quantities;
- Calculate material needs;
- Manage project budgets;
- Value engineering management.
- Overseeing construction activities to ensure adherence to specifications;
- Traffic Impact studies;
- Provide site agent duties.

CATEGORY F (GEOTECHNICAL ENGINEER):

- Conduct a detailed geotechnical site investigation;
- Identify type of foundations for residential housing based on soil conditions;
- Conduct Investigation in accordance with the Standard Specification;
- Provide advice on foundation design;
- Design foundations;
- Design retaining walls and other retaining structures;
- Assess potential risks associated with soil and rock behaviour and develop mitigation measures;
- Developing sustainable solutions for ground stabilization;
- Preparation of geotechnical reports and recommendations

CATEGORY G (ARCHITECT):

- Preparation of Building Plans in line with National Building Regulations and National housing Code;
- Submission of Designs/Building plans to relevant authority for approval;
- Preparation of site development plans;
- Provide advice on feasibility studies
- Creation of Architectural drawings
- Prepare a detailed specification for material finishes and construction method.

CATEGORY H (Business Planning And Economic Development Specialist):

- Prepares business plans, market assessments, and economic impact studies;
- Develops commercialization and operational strategies.
- Develops financial models and investment structures;
- Conducts financial feasibility and bankability assessments;
- Prepares funding strategies and investor packaging.
- Conducts market demand studies, competitor analysis, and revenue forecasting.
- Structures complex investment transactions and Public-Private Partnerships (PPPs);
- Assists with investor negotiations, procurement structuring, transaction advisor, market research and demand analysts

CATEGORY I (Social Facilitation and Stakeholder Engagement Specialist):

- Facilitates community participation, stakeholder consultations, and social impact considerations.
- Facilitates Conflict Resolution and Risk Management
- Facilitating stakeholder engagement for catalytic, infrastructure, Public-Private Partnership (PPP), or investment-related projects;

It is the intention of Enterprise iLembe to enter into agreements with the successful service providers for a period of **36 months /three years in respect of the establishment of a panel.**

- Service providers can bid for one or more categories of applicable options, provided its clearly marked or separated within the bid document.
- **Please note that bidders are required to submit and enclose all required bid documents for each category of professional services they intend to bid for. Failure to provide the required supporting documentation for a specific category may result in no points being awarded for that category during the functionality evaluation process.**
- **Each category of professional services will be evaluated independently**
- Please note that being appointment to this panel will not guarantee a definite quantum of work.
- Once the appointment of the panel has been made, Enterprise iLembe will request quotations from at least three panel members according to their areas of expertise (as indicated on the Table on page 7 of this document) as and when required for the services they are accredited for.
- Enterprise iLembe reserves the right to expand the panel during the term of appointment.

PROJECTS INCLUDED ON THE SCOPE OF WORK

Enterprise iLembe requires professional service providers to facilitate the implementation of projects that are within the categories in line with the Integrated Development Plan (IDP) and list of the iLembe District's catalyst projects. It is anticipated that over and above revenue generation, such projects will assist Enterprise iLembe to achieve its developmental vision. Bidders must select their preference wherein it relates to the types of projects and please also indicate the category within which they wish to operate in line with the bidder's submitted supporting documents.

Bidders may select one or more categories of applicable categories listed below but will be evaluated separately according to the returnable documents and functionality.

Category	Description	Valid Registration	Please tick the category/ categories that the company is bidding for
A	Land Surveyor	South African geomatics Council (SAGC)	
B	Town planner	South African Council for Planners (SACPLAN)	
C	Project Manager	South African Council for Project and Construction Management Professionals (SACPCMP),	
D	Environmental Practitioner	Environmental Practitioners Council (EPC)	
E	Civil/Structural	Engineer with ECSA/	
F	Geo-technical Engineer	Engineer with ECSA/	
G	Architect	South African Council for the Architectural Professionals (SACAP)	
H	Business Planning, Transaction and Economic Development Specialist	Economic Development Council of South Africa (EDCSA) / Institute of Business Advisors Southern Africa (IBASA) / South African Council for Planners (SACPLAN) / South African Institute of Chartered Accountants (SAICA) or Financial Sector Conduct Authority (FSCA) / Southern African Market Research Association (SAMRA)	
I	Social Facilitation and Stakeholder Engagement Specialist)	Practitioners may be affiliated with or registered under various recognised professional bodies and regulatory frameworks relevant to public participation, social facilitation, community development, communications, environmental processes, or project management.	

Section 4: Applicable Laws and Regulations

- 4.1 Supply Chain Management (SCM) Regulations
- 4.2 Preferential Procurement Regulations, 2022, as amended
- 4.3 Occupational Health and Safety Regulations Act

- 4.5 Land Property Act
- 4.6 Guideline Tariff of Professional Fees in respect of services rendered by persons registered in terms of the Quantity Surveying Profession Act 2000 as amended
- 4.7 Project and Construction Management Professions (Act 48 of 2000) as amended
- 4.8 National Department of Public Works Scope of Engineering Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000) as amended
- 4.9 Enterprise iLembe SCM Policy

Section 5: Implementation Schedule

Work Schedule

The appointed Service Provider will be required to prepare a realistic work schedule (Implementation Plan) determining the stages of work to be done, along with deliverables and time once the estimated quantity of work is determined by the project coordinator.

Reporting

The service provider will work in close co-operation with Enterprise iLembe, Strategy, Fund raising, Business Investments & Retentions Unit (Engineering Unit) and will be required to submit progress reports on each stage of work that has been completed.

The service provider will be notified if Key Performance Indicators (KPI's) are not met and will be evaluated, in terms of performance, according to the binding Service Level Agreement.

Section 6: Deliverables & Ceiling Costs

Please note that the appointment of the panel is for a thirty-six (36) month period and the performance of the service provider will be measured on a regular basis, based on schedule of work the service provider will be appointed on and the Service Level Agreement signed.

Pricing Requirement Clause

The Service Provider shall, for the duration of the three (3) financial year period of appointment, be requested to submit competitive pricing proposals as and when professional services are required in terms of the work schedules and categories stipulated in this document. Such pricing shall be prepared in accordance with the applicable statutory regulations, prescribed fee scales, professional guidelines, and standard tariffs issued by the relevant professional councils, regulatory authorities, and industry governing bodies applicable to each profession or discipline.

Furthermore, Enterprise iLembe reserves the right to assess, evaluate, negotiate, and apply principles of fairness, reasonableness, and market-related pricing in the adjudication of all submitted quotations and fee proposals, taking into consideration the applicable professional regulations, standard industry practices, and guidelines issued by the respective regulatory and professional bodies.

Section 7: Documentation and Confidentiality

Information and data which is generated in the context of the project; may not be made available to any third party without prior permission of the Chief Executive Officer and shall remain the property of Enterprise iLembe. All project material shall be presented in both hard copy and electronic format.

Section 8: Non - Appointment

Enterprise iLembe has a right not to make an appointment should it find that proposals received do not meet the specified criteria / requirements and is not compelled to accept the lowest quotation.

Section 9: Tender Requirements

Please note that the validity period of this bid is 120 days from the date of bid closure.

No briefing session will be held for this tender.

Bidder must ensure that any amendments to the proposal must be initialled.

Submission of Proposals

Proposals must be submitted in sealed envelopes endorsed “PROPOSAL FOR: **ESTABLISHMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS**” and must be hand delivered and placed in the tender box at **Sangweni Tourism Centre, Cnr. Link Road & Ballito Drive, Ballito** and addressed to;

The Chief Executive Officer

Enterprise iLembe,

Sangweni Tourism Centre,

Cnr Link Road & Ballito Drive.

The closing date for receipt of proposals is on or before **08 September 2026 at 11h00.**

Please note the office hours of Enterprise iLembe are as follows:

Monday – Thursday (07h30 to 16h00)

Friday (07h30 to 15h00)

Please note: All proposals must be hand-submitted to the tender box, and incomplete, faxed, emailed applications and applications received after the closing date and time **WILL NOT** be considered. Bidders using a courier service to deliver documents are responsible for ensuring that such delivered documents are physically deposited in the tender box.

*It is **compulsory** for bidders to ensure that their proposals are bound or stapled securely together. If the proposal is too thick to be bound or stapled, bidders are allowed to split the document into sections, however, each section must be bound or stapled and must be individually labelled with the name of the bidder. Under NO circumstances will loose submissions be accepted.*

Enterprise iLembe does not bind itself to accept the lowest or any of the bids and reserves the right to accept the whole or part of the bid proposal.

No awards will be made to bidders who are in service of the state as per the CSD verification that will be performed during the course of the bid evaluation process.

Section 10: Evaluation Criteria

10.1 SCM Policy

Bids will be evaluated in terms of the SCM Policy of Enterprise iLembe subscribing to the Municipal Finance Management Act, Act 56 of 2003 and the Preferential Procurement Policy Framework Act, Act 5 of 2000 read together with the 2022 PPPFA Regulations as follows:-

- **Mandatory Evaluation** (evaluation of proposal in terms of compliance requirements)- All proposals will be initially evaluated in terms of the mandatory (compulsory) documents/submissions as set out in these terms of reference. Failure of the service provider to submit any or all of the mandatory requirements will result in disqualification from further evaluation. Failure to complete, sign and submit mandatory documentation (e.g., the MBD forms) will result in disqualification of the proposal in its entirety.
- **Functionality Evaluation** – All proposals that meet the mandatory requirements will then be evaluated in terms of functionality as specified in section 10.2, below:
- **Criterion 1: Description of General Quality Criteria (excluding project specific criteria) as indicated separately**
- **Criterion 2: Description of Project Field Quality Criteria**
- Please note that bidders must obtain a minimum threshold score of 45 points out of 60 (75%) for each selected category in combination of both criterion (1&2) in the functionality evaluation in order to qualify for appointment to the panel.
- Tenders will be evaluated on a comparative basis,
- Price Evaluation- The price evaluation will not be performed for the purposes of establishment of this panel. The price evaluation will be conducted as and when quotations are requested from the panel members and will be in line with the SCM Policy of Enterprise iLembe, the PPPFA (No.5 of 2000) read together with the 2022 PPPFA Regulations and the 2011 B-BBEE Regulations.

10.2 Functionality Evaluation

Criterion 1: Description of General Quality Criteria as indicated separately below:

a) To claim points for the below, bidders must submit a comprehensive CV for each individual, together with a certified copy of their professional registration certificates (certification not older than three months) **AND** certified copy of qualifications (certification not older than three months) as detailed in the table below. Failure to submit the required supporting document/s will result in no points being awarded for Criterion 1.

CATEGORY	DESCRIPTION CRITERIA	MAXIMUM POINTS
Professional Civil Engineer /Professional Technologist (registered with the Engineering Council of South Africa (ECSA))	•Three (3) or more Professional Civil Engineer /Professional Technologist (registered with ECSA) with 5 or more years of experience	30
	•Two (2) Professional Civil Engineer /Professional Technologist (registered with ECSA) with 5 or more years of experience •One (1) Professional Civil Engineer /Professional Technologist (registered with ECSA) with 5 or more years of experience	20
		15
Project Manager (registered with the South African Council for the Project and Construction Management Professions (SACPCMP))	•Three (3) or more Project Manager (registered with SACPCMP) with 5 or more years of experience	30
	•Two (2) Project Manager (registered with SACPCMP) with 5 or more years of experience	20
	•One (1) Project Manager (registered with SACPCMP) with 5 or more years of experience	15
Environmental Practitioner (registered with the Environmental Assessment Practitioners of South Africa(EAPSA))	•Three (3) or more Environmental Practitioner (registered with EAPSA) with 5 or more years of experience	30
	•Two (2) Environmental Practitioner (registered with EAPSA) with 5 or more years of experience	20
	•One (1) Environmental Practitioner (registered with EAPSA)) with 5 or more years of experience	15
Town & Regional Planner (registered with The South African Council for Planners (SACPLAN))	•Three (3) or more Town & Regional Planner (registered with SACPLAN) with 5 or more years of experience	30
	•Two (2) Town & Regional Planner (registered with SACPLAN) with 5 or more years of experience	20
	•One (1) Town & Regional Planner (registered with SACPLAN) with 5 or more years of experience	15
Land surveyor (registered with the South Africa Surveyors Council (SASC))	•Three (3) or more Land Surveyor (registered with SASC) with 5 or more years of experience	30
	•Two (2) Land Surveyor (registered with SASC) with 5 or more years of experience	20
	•One (1) Land Surveyor (registered with SASC) with 5 or more years of experience	15
Geotechnical Engineer (registered with the Engineering Council of South Africa (ECSA))	•Three (3) or more Geotechnical Engineer/Professional Technologist (registered with ECSA) with 5 or more years of experience	30
	•Two (2) Geotechnical Engineer /Professional Technologist (registered with ECSA) with 5 or more years of experience •One (1) Geotechnical Engineer /Professional Technologist (registered with ECSA) with 5 or more years of experience	20
		10

CATEGORY	DESCRIPTION CRITERIA	MAXIMUM POINTS
Architect (registered with the South African Council for the Architect Profession – (SACAP))	•Three (3) or more Professional Architect /Professional Technologist (registered with ECSA) with 5 or more years of experience	30
	•Two (2) Professional Architect /Professional Technologist (registered with ECSA) with 5 or more years of experience •One (1) Professional Architect /Professional Technologist (registered with ECSA) with 5 or more years of experience	20
		10
Business Planning, Transaction, Investment and Economic Development Specialist (registered with a relevant, recognisable institute)	•Three (3) or more Chartered Accountant CA(SA) Economics / Infrastructure Financer; Economic Developer / Investment Specialist (registered with recognisable institute mentioned under Section 3) with 5 or more years of experience	30
	•Two (2) Chartered Accountant CA(SA) Economics / Infrastructure Financer; Economic Developer / Investment Specialist (registered with recognisable institute mentioned under Section 3) with 5 or more years of experience	20
	•One (1) Chartered Accountant CA(SA) Economics / Infrastructure Financer; Economic Developer / Investment Specialist r (registered with recognisable institute mentioned under section 3) with 5 or more years of experience	10
Social Facilitator & Stakeholder Engagement Specialist (SFAES)	•CV fully demonstrating experience, track record, knowledge & understanding of community development, SA legislation, municipal processes, public consultation framework with qualification aligning to task of the SFAES	30
	•Partially submitted CV demonstrating experience, track record, knowledge & understanding of community development, SA legislation, municipal processes, public consultation framework with qualification aligning to task of the SFAES	20
		0
	•No submission or lack of any SFAES task	
Total Points Available for Criterion 1		30

Criterion 2: Description of Project Field Quality Criteria

a) To claim the points below the bidder must submit a list of relevant projects undertaken, accompanied by signed reference letters for each category selected and tendered for. (Failure to submit the required supporting document/s will result in no points being awarded for Criterion 2)

Please note that:

* the signed reference letters submitted must be on the client's letterhead with contact telephone number and/ or e-mail address.

* if completion certificates are submitted, the certificate needs to be signed by both parties.

CATEGORY	DESCRIPTION CRITERIA	MAXIMUM POINTS
Professional Civil Engineer /Professional Technologist projects undertaken by the bidder	• A list of five (5) or more completed and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	30
	• A list of three (3) or more but less than five (5) completed and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	20
	• A list of one (1) or more but less than three (3) and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	15
Project Management projects undertaken by the bidder	• A list of five (5) or more completed and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	30
	• A list of three (3) or more but less than five (5) completed and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	20
	• A list of one (1) or more but less than three (3) and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	15
Environmental related projects undertaken by the bidder	• A list of five (5) or more completed and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	30
	• A list of three (3) or more but less than five (5) completed and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	20
	• A list of one (1) or more but less than three (3) and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	15

CATEGORY	DESCRIPTION CRITERIA	MAXIMUM POINTS
Town & Regional Planning projects undertaken by the bidder	• A list of five (5) or more completed and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	30
	• A list of three (3) or more but less than five (5) completed and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	20
	• A list of one (1) or more but less than three (3) and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	15
Land surveying projects undertaken by the bidder	• A list of five (5) or more completed and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	30
	• A list of three (3) or more but less than five (5) completed and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	20
	• A list of one (1) or more but less than three (3) and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	15
Geotechnical Engineering projects undertaken by the bidder	• A list of five (5) or more completed and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	30
	• A list of three (3) or more but less than five (5) completed and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	20
	• A list of one (1) or more but less than three (3) and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	10
Architectural projects undertaken by the bidder	• A list of five (5) or more completed and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	30
	• A list of three (3) or more but less than five (5) completed and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	20
	• A list of one (1) or more but less than three (3) and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	10

CATEGORY	DESCRIPTION CRITERIA	MAXIMUM POINTS
Business Planning, Transaction, Investment and Economic Development projects undertaken by the bidder	• A list of five (5) or more completed and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	30
	• A list of three (3) or more but less than five (5) completed and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	20
	• A list of one (1) or more but less than three (3) and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	10
Social Facilitation & Stakeholder Engagement projects undertaken by the bidder	• A list of five (5) or more completed and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	30
	• A list of three (3) or more but less than five (5) completed and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	20
	• A list of one (1) or more but less than three (3) and /or current projects undertaken within this professional discipline scope of work accompanied by reference letter or completion certificate from previous clients.	10
Total Points Available for Criterion 2		30

Please note that ONLY bidders that obtain a minimum threshold score of 45 points out of 60 (75%) for **each** selected category in combination of both criterion (1&2) in the functionality evaluation will qualify for appointment to the Panel.

Section 11: Documents related to Tender

1. Service Providers Proposal (Bound/ Stapled,) Compulsory

2. Registration details & Compliance

- All interested bidders must be registered on the Central Supplier Database for Government. Proof of registration on the CSD must be included in the bidder's proposal (i.e. either the CSD Supplier Number or the CSD Report). **(Compulsory). Please visit <https://secure.csd.gov.za/> to register on the Central Supplier Database.** The CSD will be used to verify tax compliance status of the bidder. NB: Bidders who are in service of the state as per CSD will be disqualified from further evaluation unless supporting documents proving the supplier is not a government employee is submitted as part of the proposal.

- All bidders must submit a valid Tax Compliance Status (TCS) Pin Number (Compulsory). In line with the latest circular from SARS (South African Revenue Services), bidders can now submit a **UNIQUE PIN** to enable the entity to verify the bidder's tax compliance status online via E-filing or via the CSD. No awards will be made to bidder's whose tax matters are not in order and who fail to rectify their tax status at the time of adjudication of the bid.
- Municipal Bidding Documents (MBD) which can be found from page 32 of this document must be completed in full, signed and submitted (***Please note that SBD forms and partially completed forms will not be accepted***):
 - MBD 1 (Part A & B), **(Compulsory)**.
 - MBD 4, **(Compulsory)** Bidders are to ensure that the applicable response is either ticked or circled.
 - MBD 8, **(Compulsory)**.
 - MBD 9, **(Compulsory)**.
- All documents as per the competency tables on pages 11-16 of this document.
- Bank confirmation letter
- Business registration (CIPC) documents. In the case of a sole proprietor, the certified copy ID of the owner must be submitted, and in the case of a partnership, the signed partnership agreement must be submitted as well as the certified copy of the ID document of the partner (which is linked to the South African Identification number reflected on page 1 of the CSD report) must be submitted(compulsory)
- Power of Attorney/ Signing authority (compulsory if the business has more than one director/ owner as per CSD or if the signatory is not a director/ owner of the business)
- B-BBEE Verification Certificate/ Affidavit (Please attach the approved B-BBEE accreditation certificate/ affidavit.)
- Professional Indemnity Insurance – Certified copy to be attached
- ID of shareholders – Certified copy to be attached
- Proof of physical address stipulated on the proposal by the way service account (utility bill) or lease agreement must be submitted with the tender. The Entity reserves the right to inspect the tenderer's premises to verify authenticity. – Certified copy.

Points to note regarding the B-BBEE Status Level:

- Bidders other than EMEs must submit valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- A trust, consortium, or joint venture, will qualify for points for their B-BBEE status level as a

legal entity, provided that the entity submits their B-BBEE status level certificate.

- A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

The following rules are applicable ONLY to consortia / joint ventures / sub-contracting and MUST be adhered to:

- In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must **submit separate** MBD 4 forms, B-BBEE Certificate/ Affidavits, SARS tax compliance status (TCS) pins AND Central Supplier Database (CSD) registration number (**compulsory**).
- In addition, the relevant agreement between all parties involved, which clearly outlines the roles and responsibilities specific to this tender must be submitted (**compulsory**).
- A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an Exempt Micro Entity that has the capability and ability to execute the sub-contract.
- A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

GENERAL CONDITIONS OF CONTRACT (ISSUED BY NATIONAL TREASURY)

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the tender documents for the receipt of Tenders.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin and which has the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the Tender will be manufactured.

1.17 "Local content" means that portion of the tender 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 include 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 tender 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 supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all Tenders, contracts and orders including Tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the

granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tender documents.

2.2 Where applicable, special conditions of the contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the tender documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a Tender. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to Tender are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

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

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

7. Performance security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tender documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-tender testing will be for the account of the bidder.

8.2 If it is a Tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the tender documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary

arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods 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 goods 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 goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, 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 supplier 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 supplier 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 supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.5 If the supplier, 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 supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his Tender, with the exception of any price adjustments authorized or in the purchaser's request for Tender validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties,

pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Antidumping and countervailing duties and rights

24.1 When, after the date of Tender, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or

for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where

the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

28. Limitation of Liability

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) The purchaser shall pay the supplier any monies due to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28.3 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a Tender shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his Tender or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

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

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

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

33. Transfer of contracts

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

34. Amendment of contracts

34.1 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.

35. Prohibition of restricted practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding.

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

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and
/ Or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

MBD1: INVITATION TO BID (COMPULSORY SUBMISSION)

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ENTERPRISE ILEMBE					
Bid Number	T01-2027	Closing Date	8 September 2026	Closing Time	11h00
Description					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM .					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT :

ENTERPRISE ILEMBE SANGWENI TOURISM CENTRE CNR. LINK ROAD & BALLITO DRIVE BALLITO 4420					
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:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	☐ Yes ☐ No		B-BBEE Status Level Sworn Affidavit		☐ Yes ☐ No
Are you the Accredited Representative in South Africa for the Goods /Services /Works Offered?	☐ Yes ☐ No (if yes enclose proof)		Are you a Foreign Based Supplier for the Goods /Services /Works Offered?		☐ Yes ☐ No (if yes, answer part B:3)
Total Number of Items Offered			Total Bid Price:		
Signature of Bidder			Date:		
Capacity under which this bid is signed:					

PART B

Terms and Conditions for Bidding

1. BID SUBMISSION:	
1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.	
1.2. All bids must be submitted as prescribed in the terms of reference	
1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the GCC contract and, if applicable, any other special conditions of contract.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 Bidders must ensure compliance with their tax obligations.	
2.2 Bidders are required to submit their unique Personal Identification Number (Pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.	
2.3 Application for the Tax Compliance Status (TCS) certificate or Pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za .	
2.4 Foreign suppliers must complete the Pre-Award Questionnaire in part B:3.	
2.5 Bidders may also submit a printed TCS certificate together with the bid.	
2.6 In bids where consortia / joint ventures / sub-contractors are involved each party must submit a separate TCS certificate / Pin / CSD number.	
2.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. Is the entity a resident of the Republic of South Africa (RSA)?	☐ Yes ☐ No
3.2. Does the entity have a branch in the RSA?	☐ Yes ☐ No
3.3. Does the entity have a permanent establishment in the RSA?	☐ Yes ☐ No
3.4. Does the entity have any source of income in the RSA?	☐ Yes ☐ No
3.5. Is the entity liable in the RSA for any form of taxation?	☐ Yes ☐ No
If the answer is "no" to all of the above, then it is not a requirement to register for a Tax Compliance Status System Pin Code from the South African Revenue Service (SARS) and if not register as per 2.3 above.	

NB: Failure to provide any of the above particulars may render the bid invalid.

No bids will be considered from persons in the service of the state.

SIGNATURE OF BIDDER:

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

DATE:

Guide for completion of the MBD forms

1. Please tick (☑) the appropriate YES or NO response.
2. If you declare YES to any question, please provide details and supporting documentation where necessary.

MBD 4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1	Full Name of bidder/ Representative	
3.2	Name of Bidding Company/ Entity	
3.3	Identity Number	
3.4	Position occupied in the Company (director, trustee, shareholder²)	
3.5	Company Registration Number	
3.6	Tax Reference Number	

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

3.8	Are you presently in the service of the state*?	Yes	No
3.8.1	If yes, furnish particulars.		

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

3.9	Have you been in the service of the state for the past twelve months	Yes	No
3.9.1	If yes, furnish particulars.		
3.10	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.10.1	If yes, furnish particulars.		
3.11	Are you, aware of any relationship (family, friend, other) between a 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, managers, principal 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, managers, principal 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, principal 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 Number	Employee

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

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.**

4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN
AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

1. Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public

11.s

12.ector 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