

AbaQulusi Municipality



**THE REVIEW OF THE HOUSING SECTOR PLAN FOR
THE ABAQULUSI LOCAL MUNICIPALITY 22/23,
23/24 AND 24/25 FINANCIAL YEARS.**

TENDER NO: 8/2/1/480

NAME OF THE COMPANY	
BID AMOUNT INCLUDING VAT	
PHYSICAL ADDRESS	
POSTAL ADDRESS	
CONTACT NUMBER	
FAX NUMBER	
CLOSING DATE	

MUNICIPAL MANGER
ABAQULUSI MUNICIPALITY
PO BOX 57
VRYHEID
3100

THE FOLLOWING PARTICULARS MUST BE FURNISHED

MBD 1
INVITATION TO BID

YOU ARE HEREBY INVITED TO SUBMIT YOUR BID FOR THE REVIEW OF THE HOUSING SECTOR PLAN FOR THE ABAQULUSI LOCAL MUNICIPALITY TO COVER 22/23, 23/24 & 24/25 FINANCIAL YEARS WITH TENDER NUMBER: 8/2/1/480

TENDER NUMBER: 8/2/1/480 CLOSING DATE: 30 SEPTEMBER 2022 CLOSING TIME: 12H00

DESCRIPTION: THE REVIEW OF THE HOUSING SECTOR PLAN FOR THE ABAQULUSI LOCAL MUNICIPALITY TO COVER 22/23, 23/24 & 24/25 FINANCIAL YEARS.

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

BID DOCUMENTS MAY BE POSTED TO:

**AbaQulusi Municipality
Corner of high and Mark street
Vryheid 3100**

OR

DEPOSITED IN THE BID BOX SITUATED AT **CORNER OF HIGH STREET AND MARK STREET**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE NUMBER:

CODE.....NUMBER.....

CELLPHONE NUMBER:

FACSIMILE NUMBER:..... CODE NUMBER.....

E-MAIL ADDRESS:.....

VAT REGISTRATION NUMBER:.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2)
YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)
YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

☐ A REGISTERED AUDITOR

☐
(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED ? YES/NO (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER:.....

DATE:.....

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

TOTAL BID PRICE:

TOTAL NUMBER OF ITEMS OFFERED:.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality: AbaQulusi

Department: Supply Chain Management

Contact Person: PH NXUMALO

Tel No: 034 9822133 Ext. 2336

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr V SITHOLE

Tel: 034 9822133 Ext 3304

Fax: 034 9821939

INVITATION TO TENDER
TENDER NUMBER: 8/2/1/480
PUBLISHED ON: 03/11/2016
DEPARTMENT: PLANNING DEVELOPMENT (HOUSING)

Appointment of Service Provider for the Review of a Housing Sector Plan to cover 22/23, 23/24 & 24/25 Financial Years.

Proposals are invited for the review of the Abaqulusi Municipality Housing Sector Plan. Bidders should either be Professional Town and Regional Planners registered with the South African Council for Planners in terms of the Planning Professions Act, 2002 (Act No 36 of 2002) or Qualified Housing Practitioners with the appropriate demonstrable experience in developing Housing Sector Plans.

Bids documents will be downloaded from E-tenders (www.e-tenders.gov.za) as from the **29 August 2022**.

This bid will be firstly evaluated on functionality except item on the table, with a minimum of 70% or above for further evaluation processes. Functionality criteria are on tender documents. People living with disability also encouraged to bid.

Acceptable quotes will be evaluated base on price on the basis of 80 points financial offer and 20 points for meeting B-BBEE contributor status. After the closing date the quotation will be valid for 90 days.

Sealed Bid documents marked with the relevant "Bid Name and Bid Number" must be deposited in the Bid box at the Abaqulusi Local Municipality offices no later than 12:00 pm on **Housing Sector Plan**, where after all Bids will be opened to the public. Telegraphic, faxed and late tenders will not be accepted and the Municipality shall not be held responsible for any couriered document.

CONDITIONS:

No awards will be made to a person:

- ❖ Who is not registered on the Central Supplier Data base
- ❖ Who is in the service of the state
- ❖ Relevant experience with reference letter must be provided
- ❖ If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state , and / or
- ❖ Who is an advisor or consultant contracted with the Municipality or municipal entity
- ❖ Fill in all the Municipal Bidding Documents (MBD'S) failure to do so will automatically disqualify.
- ❖ Service Providers should be on Municipal Data Base if not please collect data base forms at SCM Office or down load them from Municipal website (www.abaqulusi.gov.za) and submit them with your proposal document.

The Municipality reserves the right to withdraw any invitation to bid and / or to re- advertise or to reject any bid or to accept a part of it. The municipality does not bind itself to accept the lowest bid or ward a contract to the bidder scoring the highest number of points.

MINIMUM REQUIREMENTS

The following documents have to be attached:

- ❖ Central Supplier Data base registration report (Detailed / Summary)
- ❖ Valid copy of company registration document
- ❖ SARS PIN or Tax Clearance certificate must be submitted
- ❖ Certified B- BBEE Certificate from registered accountant is required or original Sworn Affidavit from Commissioner of Oath.
- ❖ Fully Completed all the MBD'S on the tender document
- ❖ Fully completed tender document (bidder will be disqualified for incomplete document)
- ❖ Late bids will not be accepted,
- ❖ This tender will be valid for a period of 90 days after the closing date
- ❖ This tender must only be submitted on the documentation provided by Abaqulusi Municipality (Original document)
- ❖ A Certified current account in terms of water and electricity / rates and taxes obtainable from your local municipality must be submitted not older than three months or lease agreement
- ❖ Certified copies of identity documents of directors and owners of the company must be submitted
- ❖ Failure to comply with these minimum requirements will result in immediate disqualification of the bid.

For more SCM enquiries please contact Supply Chain Management office at scm@abaqulusi.gov.za.

No bids will be accepted from a person in the service of the state and whose Tax Matters are Non Compliant

The Abaqulusi Local Municipality does not bind itself to accepting the lowest, or any bid, either wholly or in part or give any reason for such action.

ZG DHLAMINI
MUNICIPAL MANAGER

To be advertised on Ilanga, Vryheid Herald, e-tenders portal and websit

TERMS AND REFERENCE

ABAQULUSI LOCAL MUNICIPALITY: REVIEW OF HOUSING SECTOR PLAN TO COVER A 3 YEAR PERIOD FROM 2022- 2025

1. INTRODUCTION

The AbaQulusi Local Municipality is confronted with the challenge of ensuring access to adequate housing for all its inhabitants. The provision of housing is underpinned by the principles of promoting economic viability, environmental sustainability, urban integration, most importantly creating sustainable communities where people live in human dignity.

Land in the AbaQulusi Local Municipality is occupied under different systems. Land is largely under the Traditional land ownership which is land under the jurisdiction of the Ingonyama Trust Act. The land is allocated in terms of a Permission To Occupy otherwise known as a PTO. The remainder of the land is subject to the conventional market in terms of freehold title and there are land parcels held by Community Trusts and Communal Property Associations (CPAs).

The provision of houses (to those who qualify for government subsidies) and tenure security of South African citizens is the responsibility of National, Provincial and Local Government. It therefore requires an approach that enables a synergy of ideas and coordinated planning as contained in the AbaQulusi IDP, the AbaQulusi SDF and the AbaQulusi LUMS. National and Provincial housing policies and programmes also need to be taken into account.

There are currently four settlement types distinguishable within the AbaQulusi Municipal Area. These are Urban settlements, Traditional Authority settlements, Rural settlements (which include Community Trusts and Communal Property Associations (CPAs) Land) and informal settlements. These settlement types are distinguished from each other in terms of the presence or absence of security of tenure and basic municipal services, such as water and electricity.

- **Urban Settlements:**

The first settlement type comprises strictly urban settlements. These settlements have formal township layouts, are serviced with the full range of municipal services and the households located within these settlements have security of tenure.

- **Traditional Authority Settlements:**

This settlement type comprises settlements that are largely unique to the Zululand Region. These settlements are located on Traditional Authority land and the households have security of tenure through the Permission to Occupy which allows the occupant to build permanent housing structures. Service provision in these tribal areas is generally poor and in dire need of upgrading.

- **Rural Settlements:**

Rural settlements are settlements that are similar in nature to the Traditional Authority Settlements with regard to the residential densities and functions, but they are not located on Traditional Authority Land. These settlements include Community Trust Land, Communal Property Associations (CPAs), former Mining Towns and Land owned by the State. There is often lack of security of tenure and basic municipal services. Some of these areas are very densely populated and severely affected by poverty conditions.

- **Informal Settlements:**

Another settlement type located within the AbaQulusi Municipal area is informal settlements. These settlements are primarily found on the periphery of Vryheid and Louwsburg Towns and they include the Bhekuzulu and Mooiplaas area in Vryheid. These informal settlements are characterised by a lack of security of tenure and a lack of basic municipal services.

The Major challenges that the Municipality is currently facing include:

- Eradication of the informal settlements in rural and urban areas as part of National Government's policy on Informal Settlement eradication.
- Identification and designation of suitable land for housing development.
- Provision of sustainable human settlements in rural areas due to limited provision of basic services.
- Limited readily available land or lack of suitable land owned by the municipality.
- Development of medium density housing.
- Meeting the housing demands of both the low- and middle-income population.
- Prioritization of housing projects.
- Provision of basic services.
- Sporadic land invasion for settlement purposes

2. BACKGROUND

The AbaQulusi Municipal area currently has an estimated population of 211 060 people (census 2011). The town of Vryheid represents the primary urban centre in the Municipal area, accommodating approximately 47 365 people (22.4% of the population). The Census 2011 population estimate for the AbaQulusi Municipality is 211,060 people living in 43,299 households giving an average household size of 4.9 persons per household.

The town of Vryheid is strategically located and considered the economic and social hub of the AbaQulusi area (Refer to Map below). There are clearly defined urban settlements surrounding Vryheid and these include eMondlo and its surrounding areas. The surrounding areas are predominantly in traditional Authority areas and are densely populated which exerts enormous pressure to provide services in all these areas. There are also large communities in Hlobane, Emnyathi and Coronation who settled in these areas now known as former mining towns. The people there also require housing and

other basic services. To the North East of Vryheid is the town of Louwsburg which is an urban centre for its surrounding communities. To the south of Louwsburg is the Traditional Authority area of Khambi which is also highly populated.

There are other smaller settlements within the AbaQulusi Municipality that rely heavily on Vryheid and the other nodal centres of Louwsburg, Hlobane, Khambi and Mondlo for the provision of basic services. This has led to a migration of people to the urban area of Vryheid and the other nodes. The people end up residing in these urban centres as tenants, in hostels or in informal settlements. This therefore then requires the AbaQulusi Municipality to provide housing for all the people who migrate closer to the urban centres. Further there is a need for the Municipality to align itself with National Government policy which called for the eradication of informal settlements, hence the reaction is to plan for and provide low income housing and also make provision for middle income earners.

The AbaQulusi Local Municipality is required in terms the Local Government Municipal Systems Act (MSA) (Act 32 of 2000) and the Municipal Structures Act (No.117 of 1998) to prepare an Integrated Development Plan (IDP) as a single, inclusive and strategic development plan. Municipalities are also expected to compile sector plans, which should form part of the IDPs. The Housing Act (No. 107 of 1997), Part IV, informs the compilation of housing plans. It specifically requires municipalities to set housing delivery goals in respect of its area of jurisdiction; identify and designate land for housing development and to also initiate, plan, co-ordinate, facilitate, promote and enable appropriate housing development in its area of jurisdiction. The AbaQulusi Housing Plan must therefore be developed within the context of these legal provisions and it will therefore form part of the overall Municipal IDP on completion. It is therefore imperative that the Housing Plan and the subsequent housing projects identified will also ensure that integration happens between housing and infrastructure development; roads, transport, health, education and security.

In the review of the Housing Sector Plan it is imperative that it is founded in the context of National, Provincial, Municipal and political directives. The Housing Sector Plan is a strategic management tool to assist Local Municipalities to focus its energy to ensure that all activities in the housing sectors are working towards the goal of housing delivery.

3. PROJECT LOCALITY

The project is located in AbaQulusi Local Municipality (KZN 263) which forms part of the Zululand District Municipalities. The Housing Sector Plan Review shall cover the entire area of jurisdiction of the municipality (see Map below).



4. PURPOSE OF THE HOUSING SECTOR PLAN

Review of the housing sector plan is necessitated by the need to identify gaps and challenges within the housing delivery process and to further identify and implement strategies to improve effectiveness and efficiency in the housing delivery process.

- To ensure effective allocation of limited resources to the development of sustainable human settlements.
- To provide guidance in the prioritization of housing projects, timing and order of their implementation.
- To ensure more integrated development through the alignment of the various Municipal development interventions.
- To ensure budget allocations to all spheres of government.
- To provide effective linkages between the Municipal spatial development framework and IDP.
- The scope of the Housing Plan Review must not be limited to Low income housing or developments related to government's subsidised housing programmes but must cover the whole range of housing typologies.
- To ensure that the process requirements of planning for housing are adequately catered for in the IDP process; and
- To determine the housing needs, backlogs and develop strategies to meet the housing needs and eradicate the backlogs.
- Ensure that the process of housing identification, prioritization and implementation is based on logical and clearly defined criteria.

5. PROJECT OBJECTIVE:

The objective of the Housing Sector Plan is to:

- Review the existing Housing Sector Plan which will also be referred to as the Housing Chapter of the IDP.
- To develop a single shared vision and housing delivery plan between the AbaQulusi Local Municipality and the Provincial Department of Human Settlements.
- To develop a comprehensive housing development plan which will provide a strategic guidance for the period 2017-2022 for AbaQulusi Local Municipality.
- To quantify the housing demand for the AbaQulusi Local Municipality.
- To ensure alignment within the District Municipality infrastructure in particular with regards to water and sanitation services.
- To give an indication of budgetary requirements for the housing programme at the Provincial Department of Human Settlements level.
- To reveal capacity constraints and requirements within the Municipality.

6. PROJECT COST ESTIMATE:

The budgeted for 2022/23 financial year.

7. SCOPE OF WORK

STAGE	ACTIVITY	DELIVERABLE
DEVELOPMENT OF AN INCEPTION REPORT	<ul style="list-style-type: none"> • Outline the Scope of Work; • Confirm Project Deliverables with the Municipality; • Outline Project Approach and Methodology; • Identify stakeholders • Develop a Public Participation & Communication Plan; • Develop a reasonable Project Schedule with realistic timeframes; • Submit a Skills Transfer Plan; • Identify Project Risks and mitigation measures; • Propose & and agree on a payment program with the Municipality. 	<ul style="list-style-type: none"> • An Inception Report • Skills Transfer Plan
STATUS QUO ANALYSIS	<ul style="list-style-type: none"> • The Status Quo analysis will involve the analysis of the current situation and trends. This will involve • Assessment of the current Abaqulusi Housing Sector Plan and develop review plan • Municipal housing supply capacity: Housing capacity at the municipality and the internal capacity to deliver on housing needs. • Status Quo – A SWOT analysis of the Municipality in terms of housing delivery. • Analysis of the Housing Mission and Vision, and their alignment to the Municipal IDP and the Spatial Development Framework. • Analysis of the applicable National and Provincial legislative and policy framework. • Analysis of the alignment of the current 	<ul style="list-style-type: none"> • Introduction and Status Quo Analysis Report • An Assessment of the current Abaqulusi Housing Sector Plan and a Review Plan.

	<p>Housing Sector Plan to the National and Provincial Legislative and Policy Framework</p> <ul style="list-style-type: none"> • Analysis of the current Housing Project approval process • Analyse land for Housing Projects in line with the land development proposals within the SDF. • Land Audit to determine ownership and land availability including strategic land under land claim. • Analysis of the current housing typologies and their location. • Statistical analysis of the population and emerging trends. • Housing demand/needs and backlog analysis. This analysis must be area and ward specific. • An analysis of the current funding models available for Human settlements • An analysis of the planning context Spatial Structuring Elements and how they influence housing including Special Development Areas, Localized Spatial Plans Related to the SDF, Economic Analysis, Environmental Analysis, Institutional Analysis, Social Analysis (Poverty, HIV/AIDs/crime etc) and other sector departmental programmes and other entities • Spatial analysis and mapping of the various spatial structuring elements. • Analysis of the current development plans with focus on alignment with Human Settlements. • Any other strategic information that may be deemed to add value to the review of the Housing Sector Plan. • Infrastructure Situation as aligned to Human 	
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	<p>Settlements. Special focus on Services/ Bulk Infrastructure which includes Water/Sanitation and Electrification/ Roads</p> <ul style="list-style-type: none"> • Number of households and or settlements living in formal housing, informal housing, back yard structures, traditional housing and densification • Quantification of informal settlements 	
STRATEGIC APPROACH TO HUMAN SETTLEMENTS	<ul style="list-style-type: none"> • Development of strategic underlying principles informing the human settlements approach • Guidelines on the alignment of the Housing Sector Plan with National and Provincial strategic initiatives. • Key Housing challenges and responses to overcome them. • Development of strategic proposals to the development of human settlements • Housing supply and expected subsidies. • Proposals on variation in housing supply including rental options. • Proposals on the approach to informal settlements, back yard structures, traditional housing and densification. • Proposals on approaches to Disaster/ Emergency Housing Situation. • Identification of suitable land for housing aligned to the proposals of the Municipal SDF. • Housing Projects Strategy: Development of a Housing Program and formulation of Projects for the 3-year period. • Development of a housing prioritization strategy. • Prioritization of Housing over the 5-year period. • Proposals on improving capacity of the municipality for efficient housing delivery. 	Hard copy of the Draft Housing Sector Plan

	<ul style="list-style-type: none"> • Proposals on land assembly. • Residential property market strategies to stimulate the residential property market in target areas. • Development of monitoring and evaluation performance indicators for the municipality. • A consultation and participation schedule and proof of engagement with relevant stakeholders. • Development of Maps and Annexures which support the Housing Sector Plan. • Land acquisition strategy • Any other proposals which will enhance the Housing Sector Plan • Development of alternative housing program including rental program, social housing program etc. • Development of municipal budget requirements for the delivery of housing. • Identification of future risks and mitigation measures. • Horizontal and vertical alignment of the Housing Sector Programs and other Municipal, Provincial and National programs • Development of Institutional Arrangements for the delivery of housing. • Develop a monitoring and evaluation program for the implementation of the Housing Sector Plan. • Map existing and proposed future human settlement projects including all income levels. • Develop a Map showing all environmentally sensitive areas and a layer depicting area of no housing development. • Propose around housing infill and in-situ upgrade. • Propose housing and land policy initiatives 	
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	<p>that the Municipality needs to develop to facilitate an efficient housing delivery process.</p> <ul style="list-style-type: none"> Any other analysis which may add value to the Housing Sector Plan 	
CONSULTATION AND PUBLIC PARTICIPATION	<ul style="list-style-type: none"> The Service Provider must identify all the relevant stakeholders to the project. Ensure there is a consultation and participation plan. Include in the final document, proof that consultations and participation of stakeholders was undertaken and when. Ensure that consultations and public participation are undertaken in a language comfortable to the local people and leadership. Program for the approval of the Housing Sector Plan linked to the Approval Process of the Municipal IDP. Solicit buy-in, input and support by all the relevant stakeholders within the Abaqulusi Municipality. 	Public Participation Plan
FINAL DRAFT AND SEEKING FINAL APPROVAL	<ul style="list-style-type: none"> Finalization of the Draft Housing Sector Plan having taken into account all stakeholder comments. Presentation of final Draft Housing Sector Plan to stakeholders. Presentation of the Draft Housing Sector Plan to Council structures and seeking final approval from Council. 	Final Draft Report
IMPLEMENTATION, MONITORING AND EVALUATION PLAN	<ul style="list-style-type: none"> Develop and finalize the draft Implementation, Monitoring and Evaluation Plan in close consultation with the Project Steering Committee. 	Implementation, Monitoring and Implementation Plan

	<ul style="list-style-type: none"> Finalize the Implementation, monitoring and implementation plan to be included in the final Draft Housing Sector Plan for approval. 	
PHASE 8: CLOSE OUT REPORT	A Close Out Report which will highlight <ul style="list-style-type: none"> the process undertaken, recommendations on the implementation of the Housing Sector Plan, Recommendations on the Housing Delivery Process chain of Abaqulusi Local Municipality, Challenges faced in the Development of the Housing Sector Plan and lessons learnt. Proposed policy initiatives. 	Close out report
FINAL DELIVERABLES	<ul style="list-style-type: none"> 5 hard copies of the consolidated Approved Housing Sector Plan in colour. 5 soft copies (electronic version) in CD Format of the consolidated Approved Housing Sector Plan; associated maps and data sets. All the electronic soft mapping and data sets must be compatible to the software used by the Abaqulusi Local Municipality. 5 hard copies of the Close out report 5 soft copies (electronic version) All mapping must be in colour format. Shape files compatible to the GIS software used by the Municipality and must be submitted to the Municipality GIS section. All final documents to the Municipality including all Minutes of the meetings of the Project Steering Committee and meetings with all Stakeholders All data documents for each phase must be handed over to AbaQulusi Municipality at the completion of each phase, and before submission of invoices. 	

THE SUCCESSFUL BIDDER MUST NOTE THAT THE ABAQULUSI MUNICIPALITY HAS COPYRIGHT TO ALL DOCUMENTATION PRODUCED DURING THE DEVELOPMENT OF THE HOUSING SECTOR PLAN AND THIS INCLUDES RIGHTS TO GIS MAPS AND DATA DEVELOPED DURING THE PROCESS. THEY WILL REMAIN THE INTELLECTUAL PROPERTY OF THE ABAQULUSI LOCAL MUNICIPALITY.

8.0 TIMELINES AND BUDGET

PROJECT STAGES	MILESTONE(S)	ESTIMATED BUDGET PERCENTAGE COST	TIMELINE	COST
Development of an Inception Report	<ul style="list-style-type: none"> Assessment of current Housing Sector Plan Inception Report Skills development plan 	5%	2 weeks	
Status Quo Analysis Consultation and Public Participation	<ul style="list-style-type: none"> Status Quo Report Public consultation and participation report Maps 	20%	2 months	
Strategic approach to human settlements	<ul style="list-style-type: none"> Final Draft to be presented for approval Maps and shapefiles 	40%	2 months	
Develop an Implementation, monitoring and evaluation plan	<ul style="list-style-type: none"> Implementation, monitoring and evaluation plan. 	10%	2 weeks	

PROJECT STAGES	MILESTONE(S)	ESTIMATED BUDGET PERCENTAGE COST	TIMELINE	COST
Development of a Close Out Report	<ul style="list-style-type: none"> • Close out report • Lessons learnt • 5 Hardcopies of Housing Sector Plan • 5 Electronic Copies of Housing Sector Plan in CD Format. • Accompanying Maps and Shapefiles in software compatible to Municipal GIS software 	25%	2 weeks	
SUB TOTAL				
15% VAT				
GRAND TOTAL BID				

9.0 **REPORTING**

The appointed Service Provider shall

- (a) report progress on all technical matters to the Project Steering Committee.
- (b) ensure that Project Steering Committee meetings are held at intervals to be agreed on with the Municipality as part of the project plan.
- (c) attend all Project Steering committee meetings and reports back on progress.
- (d) liaise with the Manager Human Settlements & Real Estate (Housing) on all operational project issues including suggested changes to the project plan to ensure operational efficiency in the project.
- (e) ensure that all the required reports are submitted within a reasonable time (agreed with the Steering Committee), to allow steering committee members to read through the documents prior to the Project Steering Committee meeting.

10 **SCHEDULE**

- The appointed service provider shall hold a meeting with the Manager Human Settlements & Real Estate (Housing) Section of the Municipality within 10 working days of receiving their appointment letter to discuss their draft project program and other initial project issues.
- It is expected that the Inception Report will be completed within a month of the Service Provider receiving the appointment letter.
- It is expected that the project will run for a period of 6 months but not exceeding 8 months.
- The Service Provider must submit to the Project Steering Committee a Project program within 14 days of appointment which will reflect a 6-month period for the project.

11 **QUALIFICATIONS**

- (a) The Lead Consultant shall hold a **tertiary qualification in either Housing, Town Planning** or a related built environment qualification.
- (b) The Lead Consultant will be a Registered Professional Planner with SACPLAN in terms of the Planning Profession Act, 2002.
- (c) The Lead Consultant must have over 10 years experience in the development of Housing or Human Settlements Sector Plan.
- (d) The Lead Consultant must have demonstrable proof of developing operational Housing Sector Plans.

12. JOINT VENTURES/ CONSORTIUM

Service Provider intending to submit proposals as a Joint Venture or Consortium must include the following documentation

- (a) An agreement signed by all parties confirming the Joint Venture or Consortium
- (b) A lead Consultant meeting the qualification requirements as outlined in 11 above.
- (c) Proof of mandate of the Lead Consultant signed by the Joint Venture/ Consortium members.
- (d) An original current Tax Clearance Certificate of each of the members of the Joint Venture/ Consortium

TENDERERS SHOULD PLEASE NOTE THAT PROPOSALS WITHOUT THE DOCUMENTS REQUIRED HEREIN WILL BE DISQUALIFIED.

12 TERMS AND CONDITIONS OF THE AWARDED THE TENDER

- 12.1 The awarded Service Provider is expected to adhere to the AbaQulusi Municipality Supply Chain Management conditions of contract.
- 12.2 A Memorandum of/ Service Level Agreement is signed by the AbaQulusi Local Municipality and the appointed Service Provider.
- 12.3 The Project Team will remain the same as per the proposal submitted by the appointed Service Provider unless written consent to change the Project team is granted by the Project Steering Committee.
- 12.4 The Service Provider undertakes to work with at least one staff member of the AbaQulusi Local Municipality to ensure skills transfer.
- 12.5 The Service Provider commits that all information collected and used as part of this appointment will only be used for AbaQulusi Municipality initiatives unless permission otherwise is granted in writing by the AbaQulusi Municipality.
- 12.6 The AbaQulusi Local Municipality has copyright to all documentation, maps and datasets produced.
- 12.6 Information collected and used for this project remains confidential and will not be revealed to a third party without the written authorization of the AbaQulusi Local Municipality.

- 12.7 The appointed Service Provider must attend the Tender Briefing at a date and time to be determined and announced by the AbaQulusi Local Municipality.
- 12.8 In the event the Municipality is not satisfied with the performance of the Service Provider, then a written notice must be given the Service Provider and they must be given reasonable time, agreed upon by both parties, to rectify all performance issues.
- 12.9 The Service Provider shall immediately inform the AbaQulusi Local Municipality in the event the Service Provider experiences challenges in implementing and or completing the obligations as per the agreed tasks and milestones.
- 12.10 The Service Provider will charge fees as per the agreed upon Price Schedule and payment milestones under Section 8 above.
- 12.11 The AbaQulusi Municipality reserves the right to terminate the contract with the Service Provider where it can be demonstrated that there is poor performance or non-adherence to the terms and the conditions of the contract by the Service Provider.

13. FEES AND DISBURSEMENT

- 13.1 The AbaQulusi Local Municipality acknowledges that the management and payment of Service Provider as per the payment schedule agreed upon by both parties, remains the responsibility of the AbaQulusi Local Municipality.
- 13.2 The Service Provider shall submit a Tax Invoice for work completed and approved as such by the Project Steering Committee
- 13.2 The AbaQulusi Local Municipality shall pay the Service Provider within 30 days of receiving the Tax Invoice in accordance with the agreed milestone.
- 13.3 The AbaQulusi Local Municipality will not pay any claims for recoverable costs and reimbursements associated with travelling and other incidentals.
- 13.4 All fees must be built into the proposed price as per the payment schedule for each stage of the project.

1.0 GENERAL CRITERIA

- 1.0 All proposals will be evaluated in terms of the 80/20 principle.
- 2.0 Proposals will be ranked according to the points obtained and in the event of a tie, the Municipality will rank higher the tenderer with higher Priority Population Group.
- 3.0 The Proposal with the highest overall points will be considered for the award of the Tender subject to fulfilling all other requirements.
- 4.0 A minimum qualification score for further evaluation is 70%.
- 5.0 The proposal must include a list of similar projects carried out in the past 10 years with contactable references of 3 previous employers.

2.0 DOCUMENTATION

The Proposal shall include the following documents

- Company Profile.
- List of previous projects with the relevant References and their contact details.
- Company Tax Clearance Certificate.
- CSD registration report
- BBBEE Certificate
- Curriculum Vitae of each of the personnel in the Project Team.
- Proof of SACPLAN Registration of the Lead Consultant and other team members where relevant.
- Company Registration certificate from CIPRO.
- Utility Bill from the Municipality where the Service Provider's office is operating.
- Company registration with relevant professional bodies where applicable.

3.0 EVALUATION CRITERIA

All proposals will be evaluated using the 80/20 system where 80 points is for price and 20 points for BBBEE.

3.1 METHODOLOGY

3.1.1 The proposal will be evaluated for functionality in terms of the following

- Relevant experience in terms of developing Housing Sector Plans.
- Qualifications and experience of key personnel.
- Understanding of the Scope of work and the tasks required to successfully complete the project.
- Company resources to start and complete the project. This will include company finances and human resources.

CRITERIA	WEIGHTING	SCORING
Qualification	10	Relevant Degree in Housing and Town Planning – 10. No relevant degree - 0
Experience of the Project Leader in the development of Housing Sector Plans (Score will be averaged out +1 in the event of more than one member with experience)	10	10+ years – 10 5 to 9 years – 5 1 to 3 years – 2 Less than a year - 0
Proven experience and the number of credible Housing Sector Plans developed.	10	6 to 10 plans – 10 3 to 5 plans – 5 1 to 2 plans – 2 0 plans - 0
Experience in the analysis of population statistics and determination of backlogs.	5	10+ years – 5 5 to 9 years – 3 1 to 3years – 1 Less than a year - 0
Experience in spatial analysis for human settlements development.	5	10+ years – 5 5 to 9 years – 3 1 to 3years – 1 Less than a year - 0
Experience with the Housing Code and the Housing Delivery process.	5	7+ years – 5 3 to 6 years – 3

CRITERIA	WEIGHTING	SCORING
		0 to 2 years - 0
Experience to align the Housing Sector Plan with the Municipal IDP and the Plans and Policies of both Provincial and National Government.	5	Aligned – 5 Not aligned - 0
A Housing prioritization model based on logical criteria	10	Logical criteria model – 10 Model – 5 No model - 0
Experienced GIS Specialist in the team. (proven experience of other team members will be considered and the total score averaged out +1)	5	10+ years – 5 5 to 9 years – 3 1 to 4 years – 2 Less than a year - 0
Experience in the development of a Implementation, monitoring and evaluation plan	5	10+ years – 5 5 to 9 years – 3 1 to 4 years – 1 Less than a year - 0
An experienced Social Facilitator within the project team	5	10+ years – 5 5 to 9 years – 3 1 to 4 years – 1 Less than a year - 0
Complete response to the development of the Housing Sector Plan as required by the Scope of Work.	10	Fully responded to scope of works plus – 10 Not fully responded – 5 Not responded - 0
Locality of the company office	15	Company has an office within AbaQulusi Local Municipality Boundary -15 Company has an office within Zululand District Municipality Boundary -10 Company has an office within KwaZulu-Natal Boundary -5 Company has an office outside KwaZulu-Natal boundary. -0
TOTAL SCORE	100	

3.1.2 The Second stage will involve the assessment of the proposal in terms of

- The maximum score for price which is 80.
- The maximum score for BBBEE which is 20.

The Bidder is expected to affix a certified copy of the BBBEE status verification certificate.

3.1.3 This stage will involve the assessment of documents required and these include:

CRITERIA	YES/ NO	REQUIRED DOCUMENT
Tax Clearance		Original Tax Clearance Certificate
Validity of company		Certified copy of Company Registration Certificate
Company Profile		Company Profile
Up to date Municipal Services Bills		Certified copy of Rates and Municipal Services Clearance Certificate (Up to date Municipal Services Statement); Certified Copy of Lease Agreement in cases where the Tenderer is a tenant.
Experience of Project team		Curriculum Vitae of all Project Teams members
Tertiary qualification in Housing and/ or Town and Regional Planning		Certified copies of Certificates
Any other relevant qualification including but not limited to GIS, Social facilitation etc		Certified copy of certificates of qualifications
Professional registration relevant to the project needs		Certified copy of certificate from the Professional body
List of previous Housing Sector Plan projects done		A list of Housing Sector Plans developed and contactable references using Form 5
Appointment as Lead Consultant		<ul style="list-style-type: none"> • Certificate of Authority appointing oneself as the Lead Consultant • Certificate of Authority appointing the Lead Consultant in the case of a company with multiple Directors. The decision of the Board of Directors and the meeting date must be included. • In the case of a Joint Venture all members of the Joint Venture must sign the Certificate of Authority appointing the lead Consultant.

CRITERIA	YES/ NO	REQUIRED DOCUMENT
Professional Indemnity		Proof of Professional Indemnity

**TENDERERS MUST NOTE THAT THEY WILL HAVE TO SIGN FOR EACH OF THE DOCUMENTS THEY SUBMIT
ACKNOWLEDGING THEIR AUTHENTICITY AND CONFIRMING THE CORRECTNESS OF THE INFORMATION SUPPLIED TO
THE MUNICIPALITY**

CERTIFICATE OF AUTHORITY

- (a) Name of Company: _____
- (b) Company Directors: _____
- (c) Company Registration No: _____
- (d) Vat Registration No: _____
- (e) Core Function of the Company: _____
-
- (f) Company Location (Address): _____

- (g) Local Municipal Account No: _____

Joint Venture

- (a) Names of Companies: _____

- (b) Name of Company Directors: _____

- (c) Name of Project Lead Consultant _____

The Lead Consultant in the Joint Venture will be expected to submit written authority, signed by all parties, appointing the Lead Consultant in the Joint Venture. The Lead Consultant will also have authority to sign off all documents related to the project.

I/ we confirm that all information provided above is correct and acknowledge that the Municipality reserves the right to disqualify the proposal should the information be proven to be incorrect.

LEAD CONSULTANT

LIST OF PREVIOUS SUCCESSFULLY COMPLETED HOUSING PROJECTS

COMPLETED HOUSING SECTOR PLAN	EMPLOYER	CONTACTABLE REFERENCE & CONTACT DETAILS	SIGNATURE

NB: Tenderers are to submit completed Housing Sector Plans. Those currently developing Housing Sector Plans must list them and indicate that the project is incomplete but must still have a contactable reference.

SCHEDULE OF KEY PERSONNEL AND THEIR CURRICULUM VITAE

EMPLOYEE	JOB TITLE	PROFESSIONAL REGISTRATION NUMBER (WHERE APPLICABLE)
	Lead Consultant	

Curriculum Vitae and certified copies of Professional Registration Certificates must be attached

Signature of Lead Consultant

Date

CERTIFICATE OF AUTHORITY FOR LEAD CONSULTANT AND SIGNATORY

By resolution taken by the Board of Directors/ Joint Venture held on the _____
_____ Mr./ Miss/ Ms/ Mrs. _____ has been appointed as
the Lead Consultant for Tender No: _____ Review of the Housing Sector
Plan 2017-2022. He/ She is authorized to sign all documents related to the said
project on behalf of _____ (the Company).

Signed on behalf of the Company

Date

I hereby accept responsibility as Lead Consultant for the Tender Bid No: _____
_____, as sole owner/ appointed by the Board of Directors/ appointed by the Joint
Venture of the company.

(Name in print)
Lead Consultant

Date

Witnesses:

(Name)

Date

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax

Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax

Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

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

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT.

Name of Bidder.....
 Bid Number.....
 Closing Time
 Closing Date

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF TENDER.

ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY NO. **(ALL APPLICABLE TAXES INCLUDED)
------	----------	-------------	--

- Required by:
- At:.....
- Brand and Model:.....
- Country of Origin:
- Does the offer comply with the specification(s)?
*YES/NO
- If not to specification, indicate deviation(s):.....
- Period required for delivery:.....
- *Delivery: Firm/Not firm
- Delivery basis:.....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

MBD4

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 offers in terms of this invitation to bid. In view of possible allegations of favoritism, 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 authorized 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, shareholder²):.....
 - 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.....
.....

¹ 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.

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 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 the 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, trustee, 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 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to

preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- | | |
|--|-----------|
| 1) | B-BBEE |
| Status level certificate issued by an authorized body or person; | |
| 2) | A sworn |
| affidavit as prescribed by the B-BBEE Codes of Good Practice; | |
| 3) | Any other |
| requirement prescribed in terms of the B-BBEE Act; | |
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

.....

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....
.....

C1.1. Form of Offer and Acceptance (Contract Form)

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Abaqulusi Municipality..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

The tenderer, identified in the offer signature block below, has examined the documents listed in the tender data and addenda thereto as listed in the Schedule of Returnable Documents, and by submitting this offer has accepted the conditions of tender.

By the representative of the tendered, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data, within _____ days of the commencement date.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....
..... RAND (in words);
R (in figures)

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tendered before the end of the period of validity stated in the Tender Data, whereupon the Tendered becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
5. I confirm that I am duly authorised to sign this contract.

SIGNED ON BEHALF OF/BY THE TENDERER:

--

NAME

--

SIGNATURE

--

CAPACITY

--

DATE

Name and address of Organization:

.....

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

PART 2 (TO BE FILLED IN BY THE PURCHASER)

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the tenderer's offer shall form an Agreement between the Employer and the Tendered upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Returnable Documents as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule which must be duly signed by the authorized representative(s) of both parties.

The tenderer shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), or when or just after this Agreement comes into effect, contact the employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

SIGNED ON BEHALF OF/BY THE EMPLOYER:

--

NAME

--

SIGNATURE

--

CAPACITY

--

DATE

**Error! Reference source not found. - CORNER MARK AND HIGH STREET,
VRYHEID**

.....

SIGNED BY WITNESS:

NAME

SIGNATURE

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.**

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>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.**

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

.....
Signature	Date
.....
Position	Name of Bidder

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 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

GENERAL CONDITIONS OF CONTRACT

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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 advertisement for the receipt of bids.
	1.2	"Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
	1.3	"Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
	1.4	"Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
	1.5	"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
	1.6	"Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
	1.7	"Day" means calendar day.
	1.8	"Delivery" means delivery in compliance of the conditions of the contract or order.
	1.9	"Delivery ex stock" means immediate delivery directly from stock actually on hand.
	1.10	"Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
	1.11	"Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
	1.12	"Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
	1.13	"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
	1.14	"GCC" means the General Conditions of Contract.

	1.15	“Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
	1.16	“Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
	1.17	“Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
	1.18	“Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
	1.19	“Order” means an official written order issued for the supply of goods or works or the rendering of a service.
	1.20	“Project site,” where applicable, means the place indicated in bidding documents.
	1.21	“Purchaser” means the organization purchasing the goods.
	1.22	“Republic” means the Republic of South Africa.
	1.23	“SCC” means the Special Conditions of Contract.
	1.24	“Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the 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 bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
	2.2	Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
	2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General	3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged

	3.2	Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.
4. Standards	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information 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 as far as may be necessary for purposes of such performance.
	5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
	5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
	5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent Rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
	6.2	When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.
7. Performance security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

	<p>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:</p> <p>(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</p> <p>(b) a cashier's or certified cheque</p> <p>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.</p>
<p>8. Inspections, tests and analyses</p>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid 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.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>

	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	<p>The supplier may be required to provide any or all of the following services, including additional services, if any:</p> <ul style="list-style-type: none"> (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	<p>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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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	<p>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.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>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.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated.</p>

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 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. 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 this contracts if not already specified in the bid. Such notification, in the original bid 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 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 canceling 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	<p>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.</p>
23. Termination for default	<p>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:</p> <ul style="list-style-type: none"> (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 judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

	<p>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.</p> <p>23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.</p> <p>23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprises or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first – mentioned person, and with which enterprise or person the first – mentioned person, is or was in the opinion of the purchaser actively associate.</p> <p>23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ul style="list-style-type: none"> i. the name and address of the supplier and / or person restricted by the purchaser; ii. the date of commencement of the restriction iii. the period of restriction; and iv. the reasons for the restriction. <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector</p> <p>23.7 If a court of law convicts a person of an offence as contemplated in section 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
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24. Antidumping and countervailing duties and rights	24.1 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 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 solvency	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 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.
	27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

	27.4	Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and. (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
2 Limitation of Liability	28.1	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 bid 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 bid 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 bid 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 contract	<p>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.</p>
35. Prohibition of restrictive practices	<p>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.</p> <p>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 investigating and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 of 1998.</p> <p>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.</p>