



uPhongolo Local Municipality

**PANEL FOR A MAXIMUM OF 5 SUITABLY QUALIFIED SERVICE PROVIDERS TO ASSIST THE
MUNICIPALITY IN SOURCING FUNDS FOR UNFUNDED CAPITAL PROJECTS IN THE IDP**

TENDER NO: 765/02/25

Name of Tenderer _____

Telephone Number _____

Fax Number_ _____

Address _____

CLOSING DATE

22 May 2025 @12:00

NO LATE SUBMISSIONS WILL BE CONSIDERED

**DOCUMENTS DELIVERED BY HAND MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT THE
RECEPTION AREA OF UPHONGOLO LOCAL MUNICIPALITY OFFICES AT 61 MARTIN STREET,
UPHONGOLO 3170:**

Issued by.

**UPHONGOLO MUNICIPALITY
MUNICIPAL MANAGER**

**P.O BOX 191
UPHONGOLO
3170**

Tel: (034) 413 1223

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T1 Tendering Procedure

T1.1 TENDERING NOTICE AND INVITATION TO TENDER



uPhongolo MUNICIPALITY

ADVERTISEMENT

BID NUMBER	PROJECT NAME	ENQUIRIES	SITE INSPECTION	TENDER CLOSING DATE
765/02/25	PANEL FOR A MAXIMUM OF 5 SUITABLY QUALIFIED SERVICE PROVIDERS TO ASSIST THE MUNICIPALITY IN SOURCING FUNDS FOR UNFUNDED CAPITAL PROJECTS IN THE IDP	Mr SN Nkosi (034) 413-1223 Email: sibulelon@uphongolo.gov.za Mr KWG Ngcobo (034) 413-1223 Email: cfo@uphongolo.gov.za	N/A	22 May 2025 at 12H00

Tender documents will be available on the municipal website www.uphongolo.gov.za and e-tender portal <https://etenders.treasury.gov.za> as from the 29th of April 2025.

Prospective bidders may contact the above-mentioned contacts if they want to do site inspection.

Sealed bids marked with a relevant Bid No. must be placed in the bid box at UPHONGOLO Local Municipality at 61 Martins Street, uPhongolo, 3170 on or before 12H00 on closing date and will be opened directly thereafter and the bid result will be published on municipal website within three (3) days.

The following conditions will apply.

- Proposals will be evaluated in accordance with the applicable Preferential Point Scoring System as set out in the Council's Supply Chain Management Policy. The following form, MBD 1,
- MBD 4, (MBD 6.1 Must be the complying with Regulation 2022), MBD 8, and MBD 9 must be completed and submitted with the bid.
- Bids and proposals that are late or incomplete will not be considered, whilst the lowest or only bid will not necessarily be accepted. Bids per fax or E-mail will also not be considered.
- A valid Tax Clearance Compliance Status Pin Certificate must accompany all bids.
- The 80/20 preferential points system, as determined by the Preferential Procurement Regulations 2022, issued in terms of section 5 of the Preferential Procurement Policy Framework Act (Act 5 of 2000) will be employed to evaluate this bid.
- Proposals must be accompanied by CIPRO documentation to verify ownership.
- Joint Venture Agreement (where applicable),
- The Bidder must complete all MBD forms included in the tender document.
- Proof of National Treasury (NT) Central Supplier Database Registration i.e. submit a copy of CSD.
- A valid SARS Tax Clearance Certificate and the Tax Compliance Status pin are to be submitted.
- Certified ID Copies of Directors or Members (in cases of sole proprietor, partnerships, and close corporation), this must have been certified within three (03) months.
- All Forms must be filled in full.

The evaluation of the bids will be conducted in two stages process in terms of national treasury circular No:53 Stage 1: Assessment of functionality. Only service provider who achieve a minimum score of 70 points of the total evaluation will qualify from stage two of the Evaluation process.

Stage 2: Thereafter the qualifying Bids are evaluated in terms of the 80/20 preference point system, where the 80 points are used for price and the 20 points are used for specific goals as determined by the advert.

SPECIFIC GOALS

The specific goals allocated points in terms of this quote	80/20	Documents required for verification
Specific goal 1 – Ownership - maximum points = 10		
Company owned by 100% black person	10	Certified ID copy of director/Owner and CSD
Company owned by >51% black person	8	Certified ID copy of director/Owner and CSD
Company owned by >25% black person	5	Certified ID copy of director/Owner and CSD
Specific goal 2 – SMME Development (EME and QSE)		
EME or QSE which is at least 100% owned by black people;	4	BBBEE Certificate or Certified copy of Affidavit
EME or QSE which is at least 51% owned by black people;	2	BBBEE Certificate or Certified copy of Affidavit
EME or QSE which is at 25% - 50% owned by black people;	1	BBBEE Certificate or Certified copy of Affidavit
Specific goal 3 – RDP Goals – maximum points =6		
Companies falls under the SMME Category		
Promotion of enterprises located within Zululand District	6	Preferred address on CSD report and Certified copy of a utility bill of property rates and services OR proof of residence
Promotion of enterprises located within Kwa-Zulu Natal	4	Preferred address on CSD report and Certified copy of a utility bill of property rates and services OR proof of residence
Promotion of enterprises located within South Africa	2	Preferred address on CSD report and Certified copy of a utility bill of property rates and services OR proof of residence

For any further information contact the Enquiries at the above – mentioned contacts or technical enquiries contact Mr KWG Ngcobo (034) 413 - 1223 or ngcobocfo@uphongo.gov.za and Mr. MS Mtshali for Supply Chain related enquiries

(034) 413 – 1223 or musawenkosim@uphongo.gov.za.

uPhongolo Local Municipality reserves the right to accept any Bid or part of any Bid and is not bound to accept the lowest or any other Bid or to furnish any reason for the acceptance or rejection of a Tender.

NO LATE, E-MAIL, POSTED OR FAXED BIDS WILL BE ACCEPTED

MR MVM MBATHA

ACTING MUNICIPAL MANAGER

UPHONGOLO LOCAL MUNICIPALITY

B. BID EVALUATION:

This bid will be evaluated in {Three (3) phases.

Phase One: Responsiveness to the eligibility criteria, bid and mandatory requirements and rules.

Tenderers that do not meet the compliance requirements stipulated above will be disqualified from further evaluation.

Phase Two: Tenderers must meet the minimum requirements outlined in the functionality criteria and score the at least the minimum functionality points to be considered for further evaluation. Tenderers which do not meet minimum functionality **points of 70** will then be rejected.

Phase Three: Bidders passing all stages above will thereafter be evaluated on PPPFA Regulations – Specific goals.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:

Maximum points for specific goals - **20 points**

C. BID SPECIFICATIONS, CONDITIONS AND RULES

The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data

The specifications, rules, special conditions of bid, evaluation criteria, and other bid conditions are detailed in the document.

{uPhongolo Local Municipality} SCM policy applies.

Tender validity period is **90 days**.

1.2 TENDER DATA



uPhongolo Municipality

ADVERTISEMENT

BID NUMBER	PROJECT NAME	ENQUIRIES	SITE INSPECTION	TENDER CLOSING DATE
765/02/25	PANEL FOR A MAXIMUM OF 5 SUITABLY QUALIFIED SERVICE PROVIDERS TO ASSIST THE MUNICIPALITY IN SOURCING FUNDS FOR UNFUNDED CAPITAL PROJECTS IN THE IDP	Mr SN Nkosi (034) 413-1223 Email: sibulelon@uphongolo.gov.za Mr KWG Ngcobo (034) 413-1223 Email: cfo@uphongolo.gov.za	N/A	22 May 2025 at 12H00

The conditions of tender are as contained in the latest edition of SANS 10845-3, *Standard conditions of tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The employer is the {uPhongolo local Municipality),
3.3	The Tender documents issued by the employer comprise the documents listed on the contents page.
3.4	The Employer's Representative Agent is: Name: Mr MVM Mbatha Physical Address: 61 Martin Street, Pongola, 3170 Telephone: 034 413 1223 Email: info@uphongolo.gov.za
3.5	The language of communications is English
4.1	ONLY those tenderers who satisfy the following ELIGIBILITY CRITERIA and who provide the required evidence in their tender submission, are eligible to submit tenders and have their tenders evaluated: The tenderer:

Clause number	Tender Data
	<ol style="list-style-type: none"> 1. Prices must be valid for ninety (90) days from the bid closing date. 2. Prices quoted must be inclusive of VAT. 3. Bids will be evaluated in accordance with the applicable Preferential Point Scoring System as set out in the Council's Supply Chain Management Policy. 4. The following form, MBD 1, MBD 4, (MBD 6.1 Must be the complying with Regulation 2022), MBD 8, and MBD 9 must be completed and submitted with the bid. 5. Bids and proposals that are late or incomplete will not be considered, whilst the lowest or only bid will not necessarily be accepted. Bids per fax or E-mail will also not be considered. 6. Prospective service providers from proposal bids who will be shortlisted and proceed to the next evaluation stage will be required to do presentations. 7. The 80/20 preferential points system, as determined by the Preferential Procurement Regulations 2022, issued in terms of section 5 of the Preferential Procurement Policy Framework Act (Act 5 of 2000) will be employed to evaluate this bid. 8. Copy of Company Registration Certificate (CK) 9. Copy/ Print Tax Compliance status pin issued by SARS. 10. Copy of Current Municipal Account (Not older than 3 months) – Copy of Lease Agreement (and landlord's municipal rates account) 11. CSD Summary report 12. All Forms must be filled in full. <p>None of the documents with correction fluid on them. Any wrong entry, in case of correction, it must be cancelled by a single stroke and initialled by the Authorised signatory.</p> <p>The tender documents issued by the employer are not tampered and remain intact.</p>
4.7	<p>The arrangements for a compulsory clarification meeting and a site visit are as stated in the Tender Notice and Invitation to Tender (ref: T1.1).</p> <p>No Tender will be considered unless the Tenderer attends the compulsory briefing session and site visit (ignore if tender briefing is indicated as not applicable/not compulsory).</p> <p>Tenderers/their authorised representatives must sign the attendance register and detailed contacts in favour of the tendering entity therein. Addenda, if any, will be issued to the tenders only who attended the compulsory briefing sessions.</p>
4.12	No alternative tender offer will be considered.
4.13 4.15	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Sealed bids marked with Bid No. 765/02/25 must be placed in the bid box at uPhongolo Local Municipality at 61 Martins Street, uPhongolo, 3170 on or before 12H00 on closing date and will be opened directly thereafter and the bid result will be published on municipal website within three (3) days.</p>
4.13.4	<p>The tenderer is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause 4.1.</p> <ol style="list-style-type: none"> 1. All declaration pages fully completed, signed and submitted.

Clause number	Tender Data
	<p>2. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink.</p> <p>3. The tender document issued by uPhongolo local Municipality is not tampered with and content in the tender document remains intact.</p>
4.13.5	Tender offer shall be submitted as { original, one copy of the original and one scanned copy of the original completed and signed tender documents in a memory stick. }
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers and re-typed tender document will not be accepted.
4.15	The closing time for submission of tender is as stated in the Tender Notice and invitation to Tender (ref: T1.1)
4.16	The tender offer validity period is 90 days, exclusive of closing date but inclusive of the 90 th day.
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing time.
5.2	The employer shall issue addenda until 3 working days before tender closing time.
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.
SFU (clause 4.3.1)	<p>The procedure for the evaluation of responsive tenders is Eligibility, Functionality, Financial offer, Breakdown points for Functionality points are outlined in 5.11.9 below.</p> <p>The procedure for the evaluation of responsive tenders is detailed as follows:</p> <p>Phase One: Responsiveness to the eligibility criteria, bid and mandatory requirements and rules. Tenderers that do not meet the compliance requirements stipulated above will be disqualified from further evaluation.</p> <p>Phase Two: Tenderers must meet the minimum requirements outlined in the functionality criteria and score the at least the minimum functionality points to be considered for further evaluation. Tenderers which do not meet minimum functionality points of 70 will then be rejected.</p> <p>Phase Three: Bidders passing all stages above will thereafter be evaluated on PPPFA 2022 regulations (Specific goals)</p> <p><u>1. PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY REQUIREMENTS AND RULES:</u></p> <p>Tenderers' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:</p> <ol style="list-style-type: none"> 1. Tender Document (This Document must be submitted in its original format) <p>Tenders which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.</p>

Clause number	Tender Data
	<p>PHASE 1: MANDATORY REQUIREMENTS</p> <p>2. Bidders must submit all the below mentioned requirements. Bids with deviations from the requirements/ conditions, will be eliminated from further consideration.</p> <p>ELIGIBILITY CRITERIA</p> <p>3. Proposal will be evaluated in accordance with the applicable Preferential Point Scoring System as set out in the Council's Supply Chain Management Policy.</p> <p>4. The following form, MBD 1, MBD 4, (MBD 6.1 Must be the complying with Regulation 2022), MBD 8, and MBD 9 must be completed and submitted with the bid.</p> <p>5. Bids and proposals that are late or incomplete will not be considered, whilst the lowest or only bid will not necessarily be accepted. Bids per fax or E-mail will also not be considered.</p> <p>6. Prospective service providers from proposal bids who will be shortlisted and proceed to the next evaluation stage will be required to do presentations.</p> <p>7. The 80/20 preferential points system, as determined by the Preferential Procurement Regulations 2022, issued in terms of section 5 of the Preferential Procurement Policy Framework Act (Act 5 of 2000) will be employed to evaluate this bid.</p> <p>8. Copy of Company Registration Certificate (CK)</p> <p>9. Copy/ Print Tax Compliance status pin issued by SARS.</p> <p>10. Copy of Current Municipal Account (Not older than 3 months) – Copy of Lease Agreement (and landlord's municipal rates account)</p> <p>11. CSD Summary report</p> <p>12. All Forms must be filled in full.</p> <p>RETURNABLE DOCUMENTS</p> <p>13. Valid Tax Clearance Certificate</p> <p>14. Certified or Original BBBEE Certificate (if one wishes to claim points)</p> <p>15. Municipal rates not in arrears for more than 3 months or clearance letter from the Municipality</p> <p>PRE-QUALIFICATIONS CONDITIONS OF THE BID</p> <p>16. No award will be made to person:</p> <p>17. Who is not registered on the Central Supplier Database</p> <p>18. Who is in the service of the state?</p> <p>19. 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</p> <p>20. Who is an advisor or consultant contracted with the municipality or municipal entity.</p> <p>21. 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 accepting the lowest BID or award a contract to the bidder scoring the highest number of points.</p> <p>22. The following documents must be attached (Bidders that fail to submit documents indicated as compulsory will be disqualified)</p> <p>23. Copy of Company Registration Certificate (CK) – Compulsory</p> <p>24. Copy/ Print Tax Compliance status pin issued by SARS – Compulsory</p> <p>25. Copy of Current Municipal Account (Not older than 3 months) – Copy of Lease Agreement (and landlord's municipal rates account) – Compulsory.</p> <p>26. CSD Summary report – Compulsory</p> <p>27. Forms must be filled in full</p>

Clause number	Tender Data								
	<p>28. <u>PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:</u></p> <p>29. The tender will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub criteria set.</p> <p>30. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works.</p> <p>31. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9.</p> <p>32. A Tender scoring an average score below 70 points in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation.</p> <p>33. Non-submission or poorly completed schedule or incomplete information will result in a tenderer losing points on Functionality. CVs which do not substantially detail relevant experience will also lead to a bidder losing points on Functionality, It is the responsibility of the tenderer to ensure that all copies are clear and certified when the conditions require them to be so.</p> <p>34. No second chance will be given to a tenderer to submit some information after tender closure on this stage of evaluation i.e. functionality.</p> <p>35. <u>PHASE FIVE: EVALUATION POINTS ON SPECIFIC GOALS - PPPFA REGULATIONS OF 2022</u></p> <p>The evaluation of the bids will be conducted in two stages process in terms of national treasury circular No:53 Stage 1: Assessment of functionality. Only service provider who achieve a minimum score of 70 points of the total evaluation will qualify from stage two of the Evaluation process.</p> <p>Stage 2: Thereafter the qualifying Bids are evaluated on specific goals - 20 points are used for specific goals as determined by the advert.</p> <p>Specific goals of this bid as per the requirements of the <i>Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)</i> and B-BBEE/ PPPFA Regulations of 2022</p> <table border="1" data-bbox="438 1397 1295 1659"> <thead> <tr> <th>Criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td>PRICE</td><td>80</td></tr> <tr> <td>SPECIFIC GOALS</td><td>20</td></tr> <tr> <td>TOTAL</td><td>100</td></tr> </tbody> </table> <p>To be submitted along with the Proposal, if the Tenderer claims the preferential procurement points.</p>	Criteria	Points	PRICE	80	SPECIFIC GOALS	20	TOTAL	100
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SPECIFIC GOALS	20								
TOTAL	100								
5.11.9	<p>A Tender scoring below <u>70 points</u> in Functionality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from evaluation.</p>								

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	<table><tr><th colspan="2">Quality criteria</th><th colspan="2">Maximum number of points</th></tr><tr><td colspan="2">Proven Track Record</td><td colspan="2">50</td></tr><tr><td colspan="2">Experience and qualification of key personnel</td><td colspan="2">25</td></tr><tr><td colspan="2">Methodology</td><td colspan="2">25</td></tr><tr><td colspan="2">Maximum possible score for functionality (M_s)</td><td colspan="2">100</td></tr></table>				Quality criteria		Maximum number of points		Proven Track Record		50		Experience and qualification of key personnel		25		Methodology		25		Maximum possible score for functionality (M _s)		100																																				
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5.11.9	Functionality criteria broken down into sub criteria's: <table><tr><th colspan="3">CRITERIAL</th><th>POINTS</th></tr><tr><td rowspan="4">1.</td><td>Track record.</td><td></td><td></td></tr><tr><td>Professional service providers must list relevant projects that have been completed within the past five (5) years, as well as any ongoing projects.</td><td></td><td>50</td></tr><tr><td>5 or more completed projects</td><td>(50)</td><td></td></tr><tr><td>3 - 4 completed projects</td><td>(30)</td><td></td></tr><tr><td></td><td>1 - 2 completed projects</td><td>(10)</td><td></td></tr><tr><td rowspan="4">2.</td><td>Compliance CV's with experience and qualification of key personnel</td><td></td><td></td></tr><tr><td>All key personnel mentioned above must have a minimum of five (5) years of experience that aligns with the bid requirements. Each member of the project team must possess at least five (5) years of experience following the completion of their qualifications in their designated field of expertise</td><td></td><td>25</td></tr><tr><td>9 -10 years relevant experience and qualification</td><td>25</td><td></td></tr><tr><td>6 – 8 years relevant experience and qualification</td><td>10</td><td></td></tr><tr><td></td><td>5 years relevant experience and qualification</td><td>5</td><td></td></tr><tr><td rowspan="4">3.</td><td>Methodology and approach</td><td></td><td>25</td></tr><tr><td>Concept Stage</td><td>(10)</td><td></td></tr><tr><td>Business Plan Development</td><td>(10)</td><td></td></tr><tr><td>Implementation</td><td>(5)</td><td></td></tr><tr><td colspan="3">TOTAL POINTS</td><td>100</td></tr></table>				CRITERIAL			POINTS	1.	Track record.			Professional service providers must list relevant projects that have been completed within the past five (5) years, as well as any ongoing projects.		50	5 or more completed projects	(50)		3 - 4 completed projects	(30)			1 - 2 completed projects	(10)		2.	Compliance CV's with experience and qualification of key personnel			All key personnel mentioned above must have a minimum of five (5) years of experience that aligns with the bid requirements. Each member of the project team must possess at least five (5) years of experience following the completion of their qualifications in their designated field of expertise		25	9 -10 years relevant experience and qualification	25		6 – 8 years relevant experience and qualification	10			5 years relevant experience and qualification	5		3.	Methodology and approach		25	Concept Stage	(10)		Business Plan Development	(10)		Implementation	(5)		TOTAL POINTS			100
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Clause number	Tender Data
5.13	<ol style="list-style-type: none"> 1. the tenderer or any of its directors/ shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. 2. the tenderer has not: <ol style="list-style-type: none"> a. abused the Employer's Supply Chain Management System; or b. failed to perform on any previous contract and has been given a written notice to this effect. 3. the tenderer has duly completed and signed the MBD 4, MBD 8 and MBD 9 declaration forms. Incomplete or unsigned or poorly completed forms will lead to a bidder being declared nonresponsive. 4. the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. 5. There are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. 6. the tenderer/s is registered on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated.
5.14	The number of paper copies of the signed contract to be provided by the employer is one to the successful Tenderer.
5.17	<p>The additional conditions of tender are:</p> <p>Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the Municipality requires an item similar/equivalent or better.</p>
5.17	<p>Cancellation and re-invitation of tenders</p> <p>The employer may, prior to the award of the tender, cancel the tender if-</p> <ol style="list-style-type: none"> (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received; or (d) Tender validity period has expired; or (e) Gross irregularities in the tender processes and/or tender documents; or (f) No market related offer received (after attempts of negotiation processes) <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
5.18	<p>Objections and complaints</p> <p>All administrative actions and decisions taken by the Municipality through its officials may become subject to an appeal process. As such, in terms of Section 49 of the Municipal Supply Chain Management Regulations No 27636 of 2005, a period of fourteen (14) days will be set aside to allow for the submission of appeals against the award/ process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appointed appeal panel sets aside the appointment of the successful bidder as the service provider for this contract, the appointment will then be confirmed by the municipality in writing.</p>

T2 Returnable Documents

T2.1 LIST OF RETURNABLE DOCUMENTS

A Returnable Schedules required for tender evaluation purposes.

The tenderer must complete the following returnable schedules as relevant:

1. MBD 1 – Invitation to Bid
2. Record of Addenda to Tender Documents
3. Proposed Amendments and Qualifications
4. MBD 4 - Declaration on Interest
5. MBD 5-Declaration for procurement above R10 million (all applicable taxes included) - (fully completed and signed)
6. MBD 6.1 – Preference Points claim form
7. MBD 8 – Declaration of Bidder's Past SCM Practices
8. MBD 9 – Certificate of Independent Bid Determination
9. Copy of Company Registration Certificate (CK) – Compulsory
10. Copy/ Print Tax Compliance status pin issued by SARS – Compulsory
11. Copy of Current Municipal Account (Not older than 3 months) – Copy of Lease Agreement (and landlord's municipal rates account) – Compulsory.
12. CSD Summary report – Compulsory
13. All Forms must be filled in full – Compulsory

B Other documents required for tender evaluation purposes.

The tenderer must provide the following returnable documents:

14. Bidder to submit minimum of 5x references with similar scope of stated in the bid that has been an active for longer than 5x Years. Attach signed reference letters - Compulsory.
15. Bidder must be specialist in land surveying.

C C1.1 Form of Offer and Acceptance

D C1.2 Contract Data (Part 2)

The Tenderer's attention is drawn to Part 2 of the Contract Data which requires the Tenderer to tender a number of financial parameters which are applied to defined Cost in order to calculate the Prices for the Work Done to Date and the Prices.

Failure to tender the required financial parameters in the required manner in Part 2 of the Contract Data or to sign the form of offer and acceptance will result the tender being declared non-responsive.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	765/02/25	CLOSING DATE:	22 May 2025	CLOSING TIME:	12H:00
DESCRIPTION	PANEL FOR A MAXIMUM OF 5 SUITABLY QUALIFIED SERVICE PROVIDERS TO ASSIST THE MUNICIPALITY IN SOURCING FUNDS FOR UNFUNDED CAPITAL PROJECTS IN THE IDP				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID
BOX SITUATED AT (STREET ADDRESS

SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER			CODE		NUMBER		
CELLPHONE NUMBER							
FACSIMILE NUMBER			CODE		NUMBER		
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
TAX COMPLIANCE STATUS			TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?			<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED					TOTAL BID PRICE		R
SIGNATURE OF BIDDER				DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:				TECHNICAL INFORMATION MAY BE DIRECTED TO:			
DEPARTMENT				CONTACT PERSON			
CONTACT PERSON				TELEPHONE NUMBER			
TELEPHONE NUMBER				FACSIMILE NUMBER			
FACSIMILE NUMBER				E-MAIL ADDRESS			
E-MAIL ADDRESS							

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS OF 2022 THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

T2.2 Returnable schedules

1. Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

4. MBD 4 - DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder **YES / NO**

presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain
the appropriate authority to undertake remunerative
work outside employment in the public sector?

YES / NO / N/A

2.7.2.1 If yes, did you attach proof of such authority to the bid
document?

YES / NO / N/A

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors /
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, **YES/NO**
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

1. MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....YES / NO

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.
.....
.....

* Delete if not applicable *

YES / NO *YES / NO

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material noncompliance or dispute concerning the execution of such contract?

3.1 If yes, furnish particulars

.....
..... *YES / NO

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

*YES / NO

4.1 If yes, furnish particulars
.....

CERTIFICATION

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)}
 \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Specific goal 1 – Ownership - maximum points = 10				
Company owned by 100% black person		10		
Company owned by >51% black person		8		
Company owned by >25% black person		5		
Specific goal 2 – SMME Development (EME and QSE)				
EME or QSE which is at least 100% owned by black people;		4		
EME or QSE which is at least 51% owned by black people;		2		
EME or QSE which is at 25% - 50% owned by black people;		1		
Specific goal 3 – RDP Goals – maximum points =6				
Promotion of enterprises located within uPhongola Municipality		6		
Promotion of enterprises located within Kwa-Zulu Natal		4		
Promotion of enterprises located within South Africa		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company

- (Pty) Limited
- Non-Profit Company
- State Owned Company [TICK
APPLICABLE BOX]

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS¹

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

7. I hereby undertake to lease property/ purchase all or any of the goods and/or services described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted covers the leased property/ all the goods and/or services specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
10. 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.
11. I undertake to make payment for the leased property/ goods/services as specified in the bidding documents.

¹ "Tender for income-generating contracts" has the same meaning as defined in the Preferential Procurement Regulations, 2022.

12. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
13. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS**PART 2 (TO BE FILLED IN BY THE LESSOR/ SELLER)**

4. I..... in my capacity as.....
accept your bid under reference numberdated.....for the
leasing of property/ purchase of goods/services indicated hereunder and/or further specified
in the annexure(s).
5. I undertake to make the leased property/ goods/services available in accordance with the
terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

.....

6. MBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
- a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 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	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	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)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	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 outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any 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"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

7. MBD 9 - 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 *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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 (SBD 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 Institution)

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

**9. PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER
DATABASE (CSD REPORT)**

(ATTACH HERE)

C1 Agreements and Contract Data

C1.1 FORM OF OFFER AND ACCEPTANCE

Note: 1 This form of offer and acceptance is identical to that contained in Annex F of SANS 10845 - 1: Construction Procurement Processes, Procedures and Methods.

2 SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on the formulation of the wording for the actual offer where it is not based on the offered total of prices.

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

.....

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

By the representative of the tenderer, deemed to be duly authorized, 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.

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

.....

Rand (in words);

R.....
 (in figures) (or other suitable wording)

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 tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature

Date:

.....

.....

Name

.....

.....

Capacity

.....

.....

**For the
tenderer:**

Name &
signature
of witness

.....
*(Insert name and address of
organisation)*

Date

ACCEPTANCE

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 Consultant the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer (as it only relates to **rates**, provisional sums, prime cost amounts, fixed amounts, compensation, expenses and activities) shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this project and any contract signed is the subject to the conditions of the project.

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work



BID NO. 765/02/25

PANEL FOR A MAXIMUM OF 5 SUITABLY QUALIFIED SERVICE PROVIDERS TO ASSIST THE MUNICIPALITY IN SOURCING FUNDS FOR UNFUNDED CAPITAL PROJECTS IN THE IDP

PART C2: PRICING/ RATES

Attach bill of quantity

PART C3: SCOPE OF WORK/ TERMS OF REFERENCE

TERMS AND CONDITIONS TO BE TAKEN INTO ACCOUNT BY SERVICE PROVIDERS

This Request for Proposal (RFP) has been prepared by the Municipality and is provided to Bidders under the following terms and conditions:

1. The Municipality reserves the right to amend, modify, or withdraw this RFP or any related procedures or requirements at any time, without prior notice and without any liability to compensate or reimburse any party. If the Municipality makes amendments to this RFP, those changes will be communicated in writing to each Bidder or announced publicly, as appropriate. No oral amendments will be acknowledged or considered.
2. Bidders must ensure that their premises are open for inspection by representatives of the Municipality during reasonable hours. This is necessary to verify any information provided in the Bid.
3. This RFP is not intended to form the basis for any decision regarding a transaction with the Municipality. It does not constitute an offer or a recommendation to engage in such a transaction, nor does it indicate any intention to establish a legal relationship with any party.
4. A Bid submitted in response to this RFP will be considered a binding offer, remaining binding and irrevocable for a period of six months from the date of submission to the Municipality. The offer represented by the Bid will be deemed not accepted, and no agreement will be reached with any Bidder unless a definitive Agreement and other related transaction documents are executed between the Municipality and the Preferred Bidder.
5. Neither the Municipality nor any of its directors, officers, employees, agents, representatives, or advisors will assume any obligation for any costs or expenses incurred by any party in preparing or submitting a Bid in response to the RFP. All costs related to the preparation and submission of the Bid are the sole responsibility of the Bidders. These costs will not be chargeable to the Municipality by either successful or unsuccessful Bidders.
6. No entity may participate, directly or indirectly, in more than one Bid in response to this RFP. Failure to comply with this requirement may result in disqualification of the relevant entity at the sole discretion of the Municipality.
7. Any change in the control or composition of any Bidder, or any core member of a Bidder, after the submission of a Bid requires prior written approval from the MUNICIPALITY. Failure to seek such approval may result in the MUNICIPALITY, at its sole discretion, excluding the relevant Bidder from further participation in the bidding process. The MUNICIPALITY will solely determine what constitutes a "material change in control or composition of any Bidder" and what defines a "core member of a Bidder" in relation to this approval. Requests for approval must be submitted in writing to the MUNICIPALITY and should include sufficient reasons and information to enable the MUNICIPALITY to make an informed decision. The MUNICIPALITY reserves the right to accept or reject any such request at its sole discretion.

8. The MUNICIPALITY and its advisors may rely on a Bid as being accurate and comprehensive regarding the proposals it contains.

9. All information submitted in bids becomes the property of the MUNICIPALITY and will not be returned to the Bidder. The MUNICIPALITY will make reasonable efforts to maintain the confidentiality of the proposals. Any proprietary information should be clearly identified in each proposal.

10. Bids will be considered irregular if they contain any omissions, alterations, additions, or conditions not specified in the Request for Proposals (RFP), or any other irregularities. However, the MUNICIPALITY reserves the right to waive any irregularities and make an award in the best interest of the organization.

11. The Municipality reserves the right to appoint one or more service providers.

12. RFPs may be rejected for several reasons, including but not limited to:

- RFPs received after the specified closing date and time.
- Evidence of collusion among bidders, or if it is determined that the B-BBEEE status level of contribution was claimed or obtained fraudulently.
- Incomplete work that, in the judgment of the organization, could prevent or hinder the prompt completion of additional work if awarded.

All bids must be formulated and submitted in accordance with the requirements outlined in this RFP.

PART A – MUNICIPALITY BACKGROUND

uPhongolo Local Municipality is one of five local municipalities within the Zululand District Municipality (DC26) in KwaZulu-Natal Province. It is strategically positioned along the N2 highway, adjacent to the Swaziland border and the Mpumalanga Province. The municipality is part of the LEBOMBO SDI Corridor, serving as a gateway to Swaziland and Mozambique through its Golela and Onverwacht border posts.

uPhongolo Municipality boasts a diverse economy, with a particularly strong emphasis on the primary and secondary sectors, particularly agriculture, retail, and game farming, which together account for over 30% of the municipality's Gross Value Added (GVA). While the general government sector plays a comparatively smaller economic role in uPhongolo than in other regions, it remains the largest sectoral contributor, accounting for 18%. Surrounded by unique natural beauty and abundant water resources, uPhongolo Municipality is the only place in South Africa where competitive tiger fishing is available. The municipality features untapped natural resources alongside magnificent landscapes and lush scenery, creating a paradise with significant potential to boost local tourism.

PROJECT OBJECTIVES

The uPhongolo Municipality has developed several key strategies for development, including the Integrated Development Plan (IDP), Investment Promotion and Facilitation Strategy, Investment Incentive Policy, Rental Policy, Tourism Strategy, District Development Model, Disaster Management Plan, Local Economic Development Strategy, and the SMME and Informal Sector Plan, as well as the Spatial/Nodal Development Framework. These strategies have laid the groundwork for implementing various infrastructure and catalyst projects essential for transforming the development and economic landscape of uPhongolo Municipality.

As a result, the Municipality plans to undertake a comprehensive program to implement most, if not all, of these projects. Additionally, they will review some of their outdated strategies to ensure they align with their constitutional mandate and obligation to promote socio-economic development within their jurisdiction.

BUSINESS OVERVIEW

The Constitution of the Republic of South Africa, specifically Chapter 7, establishes the primary legislative framework for local government structures. According to Section 152(1), the primary objectives of a municipality are:

- To provide democratic and accountable governance for local communities;
- To ensure the provision of services to communities in a sustainable manner;
- To promote social and economic development;
- To foster a safe and healthy environment; and
- To encourage community involvement and engagement in local government matters.

Furthermore, empowered by Chapter 5 and Section 25 of the Local Government: Municipal Systems Act (32 of 2000), the municipality has adopted an Integrated Development Plan (IDP). This plan:

- a) Links, integrates, and coordinates development proposals for the municipality;
- b) Aligns the municipality's resources and capacities with the implementation of the plan;
- c) Complies with legislative requirements; and
- d) Is compatible with national and provincial development plans and planning requirements binding on the municipality.

However, the municipality faces financial and administrative capacity challenges, struggling to attract and retain skilled and experienced personnel across various government departments and other sectors. This situation hampers the area's economic development potential.

In light of these challenges, the municipality seeks to partner with reputable service providers to unlock its economic development potential by implementing projects outlined in the IDP, while remaining within its financial and administrative capacities.

TECHNICAL INFORMATION TO BE SUBMITTED BY SERVICE PROVIDERS:

These providers should have practical experience in conducting feasibility studies, preparing business plans, managing projects, raising funds, and implementing the Municipality's Integrated Development Plan (IDP) projects, as well as other infrastructure development programs. The preferred approach for these services includes a turnkey basis depending on the service provider's capabilities.

The purpose of this Request For Proposal (RFP) is to invite proposals from reputable service providers on assisting the municipality to:

- Develop a feasibility assessment and business plan for Integrated Development Plan (IDP) projects and other infrastructure programs aimed at unlocking the economic development potential of the area while addressing the municipality's key performance areas.
- Service providers will be required to refine the development concepts and conduct a feasibility assessment of the projects included in the IDP. If deemed feasible, they will also develop a business plan for the implementation of these projects.
- The service provider must take full responsibility for planning, including assuming all risks, construction, implementation, and project management. This means they will oversee the project from start to finish. However, the municipality can assist with costs related to sourcing funds, such as transportation, documentation, accommodation, and other related services.
- Raise funds for all feasible projects outlined in the IDP from potential state funding institutions, as well as private equity investment, where applicable returns can be demonstrated. If the requested funding is approved, the service provider will be further appointed to lead the approved intervention toward implementation.
- This process will include detailed project planning, design, and documentation, as well as project implementation, monitoring and control, and project closure and handover.

The phases and outputs are summarised as follows:

Phase 1: Concept Stage

- Review and high-level feasibility study for upgrade interventions and development:
- Conduct an initial reconnaissance site visit, including a visual condition assessment.
- Consult with councilors and municipal officials.
- Prepare a report on the final concept and high-level feasibility assessment. This report will include photographic evidence, identified defects, proposed rectification specifications, and cost estimates.
- Present the draft concept and high-level feasibility report to the Project Steering Committee (PSC) for approval and final editing before moving on to Phase 2.

Phase 2: Business plan development:

- Preparation of Business Plan
- Present the draft business plan to the Project Steering Committee (PSC) for approval.
- Prepare the final business plan for submission to potential funders.
- Secure funding for all feasible Integrated Development Plan (IDP) projects once studies are concluded.

Phase 3: Implementation (upgrade and development interventions)

- Detailed project planning, design and documentation.
- Construction
- Project implementation, monitoring and control
- Project Management
- Appoint all relevant/Professional stakeholders
- Project closure and handover

Professional Service Providers will be allocated works within the Municipality Area of jurisdiction.

Some projects are located in rural areas and remote areas. Reference is to be made to the IDP and related sectoral strategies as the municipality is not in a position to provide details of the exact location of projects at this stage.

Professional Service Providers have no choice in the selection of projects they need to assess.

EXPERTISE AND EXPERIENCE OF KEY PERSONNEL

4.1 It is essential for key personnel to demonstrate recent experience related to specific aspects of economic development and investment promotion projects.

In addition to submitting a general CV for each key personnel member, bidders must provide a statement for each individual that highlights relevant fields of specialization and experience related to this specific project. These statements should be included as attachments to the bid.

4.2 All key personnel mentioned above must have a minimum of five (5) years of experience that aligns with the bid requirements. Each member of the project team must possess at least five (5) years of experience following the completion of their qualifications in their designated field of expertise.

- Must be suitably qualified to address the terms of reference.
- Should have experience in formulating similar strategies.
- Must possess strong report writing and presentation skills.
- Should demonstrate a sound approach and methodology for delivering this assignment.
- Must be accessible and dedicated for the project's duration.
- Should have project management experience and skills.
- Must be able to engage effectively with various government stakeholders, funders, and investors.

- Should have expertise in and a thorough understanding of municipal projects and local economic development (LED).
- Must possess a good understanding of policies and strategies related to LED.

ALLOCATION OF RESOURCES

Professional service providers must provide an organogram outlining the types of resources (both human and other) and the responsibilities they have and plan to allocate to this project if selected. This should include key personnel as well as additional roles, such as a tender documentation specialist and site monitoring staff.

If any services are to be subcontracted, a legal agreement signed by both parties must be included. Similarly, if the parties are in a joint venture or consortium, an original letter signed by both parties must be provided.

Additionally, bidders should specify the types of software packages intended for use on this project, indicating whether these are owned or licensed to the bidder, or if they will be accessed through other means.

An intended resource allocation schedule must be appended to this submission. Bidders should be aware that during any contract arising from this bid, personnel listed at the bid stage may only be replaced with individuals of equal or greater qualifications and experience, subject to the employer's approval.

TRACK RECORD

Professional service providers must list relevant projects that have been completed within the past five (5) years, as well as any ongoing projects.

Note: If the entity submitting a tender is part of a joint venture, each party will receive a track record score that will be combined according to the percentage contribution of each party to the joint venture.

NOTE TO BIDDERS ON BID CONDITIONS:

1. The Supply Chain Management Policy of uPhongolo local Municipality will apply. The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to bid;
2. Bids that are submitted late, incomplete, unsigned or by facsimile, electronically or not completed in black ink will be rejected and not accepted for further evaluation;
3. Council reserves the right to inspect the business premises to ensure that they meet with all relevant requirements of the company;
4. Members or Directors of Companies or Service Providers who are state employees are not allowed to bid or quote;
5. Unsuccessful bidders will be informed of the tender outcome through the Municipal website and local newspaper/s. Aggrieved unsuccessful bidders will be allowed to lodge, within fourteen (14) days of the decision or action, a written objection or complaint to the Office of the Municipal Manager through email, or fax number. Complaints or objections received after fourteen (14) days of the date of the notice will not be entertained; and
6. Bids submitted are to be valid for a period of 90 days.

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General Conditions of Contract

1. **Definitions**
 - 1.1 The following terms shall be interpreted as indicated:
 - 1.2 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.3 "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.
 - 1.4 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.5 "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.
 - 1.6 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.7 "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.
 - 1.8 "Database application form" means the application form required by the UPhongolo Local Municipality to be filled in by the successful tenderer, following the award of the contract, for inclusion on the RNM database before payment is made.
 - 1.9 "Day" means calendar day.
 - 1.10 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.11 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

- 1.12 "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.
- 1.13 "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.
- 1.14 "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.
- 1.15 "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.
- 1.16 "GCC" means the General Conditions of Contract.
- 1.17 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.18 "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.
- 1.19 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

- 1.20 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.21 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.22 "Project site," where applicable, means the place indicated in bidding documents.
- 1.23 "Purchaser" means the organization purchasing the goods.
- 1.24 "Republic" means the Republic of South Africa.
- 1.25 "SCC" means the Special Conditions of Contract.
- 1.26 "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.
- 1.27 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.28 "Tort" means in breach of contract.
- 1.29 "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.
- 1.30 "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 information inspection 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specifications, **documents** plan, drawing, pattern, sample, or information furnished by or on **and** behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the

purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.1 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the

supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

- | | | |
|---|-----|---|
| 8. Inspections, tests and analyses | 8.1 | All pre-bidding testing will be for the account of the bidder. |
| | 8.2 | If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser. |
| | 8.3 | If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. |
| | 8.4 | If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser. |
| | 8.5 | Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier. |
| | 8.6 | Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. |
| | 8.7 | Any contract goods may on or after delivery be inspected, tested or analyses and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without |

giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

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

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

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

- 10. Delivery and documents** 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

- 11. Insurance** 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

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

- 13. Incidental services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the

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supplied goods;

- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 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.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
- 16.5 Payment will only be made if the supplier has filled in and submitted the necessary database application form to the satisfaction of the Chief Financial Officer.
- 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 sub-contracts 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 by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination

- 23.1 The purchaser, without prejudice to any other remedy for

for default

breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

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

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

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.

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.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise 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 associated.

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:

- (a) the name and address of the supplier and / or person restricted by the purchaser;
- (b) the date of commencement of the restriction;
- (c) the period of restriction; and
- (d) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 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>24. Anti-dumping</p> <p>countervailing</p> <p>duties and rights</p>	<p>24.1</p>	<p>When, after the date of bid, provisional payments are required, or and anti-dumping or countervailing duties are imposed, or the amount of 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</p>
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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.

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| 25. Force Majeure | 25.1 | Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. |
| | 25.2 | If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event. |
| 26. Termination for insolvency | 26.1 | The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser. |
| 27. Settlement of disputes | 27.1 | If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. |
| | 27.2 | If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. |
| | 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.

28. 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.

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| 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 contracts | 34.1 | No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing. |
| 35. | Prohibition of restrictive practices | 35.1 | In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended, an agreement between, or concerted practice by , firms or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding. |
| | | 35.2 | If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998. |
| | | 35.3 | If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in |

addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

No contract will be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service (“SARS”) certifying that the taxes of that person to be in order or that suitable arrangements have been made with SARS.

NB!!!! Please attach copies of the following documents. Failure to provide the following duly completed and up to date documents and certified where applicable will lead to automatic disqualification.

- **Company registration documents.**
- **ID documents of directors/owners/members/shareholders.**
- **TAX/VAT pin from SARS.**
- **Past experience (1) & (2)**
- **Declarations.**
- **Joint Venture agreement**

I certify that I have the appropriate authority to furnish the above-mentioned information and that the above information is correct at the time of completion.

Name:	Signature:
Designation:	Date:
