



Zululand
District Municipality

CONTRACT NO: ZDM052/2024-2025

**APPOINTMENT OF A PANEL OF THE IDENTIFICATION,
PACKAGING AND SOURCING OF FUNDING TO
IMPLEMENT HIGH IMPACT PROJECTS FOR
ZULULAND DEVELOPMENT AGENCY FOR A PERIOD
OF THREE YEARS**

TENDER DOCUMENT

NAME OF TENDER	
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ISSUED BY:

Zululand District Agency
Private Bag X76
ULUNDI
3838

Tel: (035) 874 5500

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

SUMMARY FOR TENDER OPENING PURPOSES

(To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with his/her tender)

Name of service provider submitting the tender:	
CSD NUMBER:	
Time for Completion:	36 months
Maximum time for Completion:	36 months
Details of contact person:	
Name <i>(Print)</i> :	
Telephone No:	
E-mail address <i>(if available)</i> :	
<i>(Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.)</i>	
SIGNATURE: _____	DATE: _____
<i>(of person authorised to sign the tender)</i>	

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

TENDER**TABLE OF CONTENTS****Page**

T1:	TENDERING PROCEDURES		
T1.1	TENDER NOTICE AND INVITATION TO TENDER		T.4 -T.5
T1.2	TENDER DATA		T.5 – T.9
	STARDAND CONDITION OF CONTRACT		T.10-T.19
T2:	RETURNABLE DOCUMENTS		
T2.1	LIST OF RETURNABLE DOCUMENTS		T.21
T2.2	RETURNABLE SCHEDULES		T.22-T.82
MBD	1	BIDDER'S QUESTIONNAIRE	T.23 – T.24
MBD	4	DECLARATION OF INTEREST	T.25 – T.27
MBD	5	DECLARATION OF PROCUREMENT OVER R10 MILLION	T.27-T.29
MBD	6.1	ZULULAND DISTRICT MUNICIPALITY SUPPLY CHAIN MANAGEMENT POLICY	T.30 – T.34
MBD	7.2	CONTRACT FORM - RENDERING OF SERVICES	T.35
MBD	8	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	T.36 – T.37
MBD	9	CERTIFICATE OF INDEPENDENT BID DETERMINATION	T.38 – T.40
	A.	RECORD OF ADDENDA TO TENDER DOCUMENTS	T.41
	B.	CERTIFICATE OF AUTHORITY OF AN ENTITY	T.42 – T.46
	C.	REGISTRATION CERTIFICATE OF AN ENTITY	T.47
	D.	AFFIDAVIT OF GOOD STANDING	T.48
	E.	BANKING DETAILS	T.49
	E.1	DECLARATION OF FINANCIAL CAPACITY	T.50
	F.	SCHEDULE OF THE TENDERER'S EXPERIENCE	T.51
	G.	CURRICULUM VITAE FORMAT OF KEY PERSONNEL	T.52
	H.	AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES	T.53
	I.	TAX CLEARANCE CERTIFICATE	T.54
	J.	DECLARATION OF PAYMENT OF MUNICIPAL SERVICES	T.55
	J1	AFFIDAVIT OF TENDERER THAT DOES NOT HAVE A MUNICIPAL RATES ACCOUNT BUT IS WORKING FROM A RESIDENTIAL ADDRESS	T.56
	J2	DECLARATION OF TENDERER WHO DOES NOT HAVE A MUNICIPAL RATES ACCOUNT BUT IS RENTING OR LEASING AN OFFICE	T.57
	K	NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE	T.58
	L	DECLARATION OF SOLVENCY OR LIQUIDITY	T.59

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

TENDER NOTICE

The ZULULAND DISTRICT AGENCY hereby invites tenders for:

Tender Ref. No	Tender Name & Details	Enquiries
ZDM054/2024-2025	APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS	Mr B Sibiyi (035 874-5500) bsibiyi@zululand.org.za

The Zululand Development Agency (ZDA) seeks to appoint a panel of experts to assist in the identification, packaging, and sourcing of funding for high-impact development projects. The appointed panel will work closely with the ZDA to support the implementation of strategic initiatives aimed at the sustainable development of the Zululand region.

No compulsory briefing, Bid documents will be available from municipal website www.zululund.org.za as from **19 May 2025**. Bids may only be submitted on the bid documentation provided by the Agency with no alterations unless otherwise stated by the Employer

Sealed bids marked with a relevant **Contract No.** must be placed in the bid box at Zululand District Agency at B-400 Ugagane Street, Ulundi, 3838 **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:

- Bids will be evaluated in accordance with the applicable Preferential Point Scoring System as set out in the Councils Supply Chain Management Policy. The following form, MBD 1, MBD 4, MBD 5, MBD 6.1, MBD 8 and MBD 9 must be completed and submitted with the bid;
- Bids 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.

The evaluation of the bids will be conducted in as follows.

Stage 1: Assessment of functionality. Only service provider who achieve a minimum score of 70% or 70 points of the total evaluation will qualify to be included in a panel

KEY ASPECT OF CRITERION	BASIS FOR POINT ALLOCATION	POINTS	VERIFICATION METHOD
Experience of similar work and environment (Name of traceable reference, contract details to be included for verification).	The Tenderer have successfully completed 5 or more projects LED-related strategies, sector plans, business plans, feasibility studies, formulated for any sphere of government by the service provider.	25	Attach appointment letters from (National government department or its agencies, Provincial government or its agencies or municipalities).
Qualifications: Project Leader	Master's Degree in Commerce, Economics, Development Studies, Town Planning, New Venture Creation, Tourism, Business/Public Administration	20	Attach Recent CV and certified copies of qualifications

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

Experience: Project Leader	Five (5) and above years of experience in the formulation of LED-related strategies, feasibility studies, funding proposals and business plans formulation for national, provincial or local government (municipalities.)	25	Recent Curriculum Vitae (CV) of Project Leader, reflecting years of experience in formulation of LED-related strategies, feasibility studies, funding proposals and business plans for any sphere of government
Financial Capability / Resources of Contractor	Bank rating Code A - firm indication of undoubted financial standing.	10	Bank Rating obtained
Methodology	Well detailed methodology completed showing full understanding of both the task and compliance with the LED-related strategies, sector plans, business plans, feasibility studies, formulated for any sphere of government by the service provider.	20	Demonstrate clear understanding of the scope of works required to perform the task and comply with LED-related strategies, sector plans, business plans, feasibility studies, formulated for any sphere of government by the service provider

The **90/10 preference point system** for acquisition of services, works or goods will be allocated as per Zululand District Municipal Supply Chain Management Policy.

Tender Closing Date: 12h00 on 17 June 2025.

For any further information contact the Enquiries at the above – Mr TS Zulu for Supply Chain related enquiries (035) 874 – 5500 or tzulu@zululand.org.za

Tenders may only be submitted on the tender documentation that is issued. Requirements for sealing, addressing, delivering, opening and assessment of tenders are stated in the Tender data.

MR RN HLONGWA: MUNICIPAL MANAGER

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

1.2 TENDER DATA

1. GENERAL

The Tender Data shall be read with the Standard Conditions of Tender to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data contained hereafter in Section 2 shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

2. TENDER DATA APPLICABLE TO THIS TENDER

F1.1 The Employer for this Contract is: **Zululand District Agency**

F1.2 Tender Documents

(a) **The Tender Document** consists of the following:

TENDER**T1: Tendering Procedures**

T1.1: Tender Notice and Invitation to Tender

T1.2: Tender Data

T2: Returnable Documents

T2.1: List of Returnable Documents

T2.2: Returnable schedules and forms

CONTRACT**Part 1: Agreements and Contract Data**

C1.1: Form of Offer and Acceptance

C1.2: Contract Data

Part 3: Scope of Work

C3: Scope of Work

F1.1 The Employer’s right to accept or reject any tender offer

The Employer is not obliged to accept the lowest or any tender offer.

F1.2 Eligibility

A Tenderer will not be eligible to submit a tender if:

- (a) The tenderer submitting the tender is under restrictions or has Director/s who are under restriction to participate in the Employer’s procurement due to corrupt or fraudulent practices;
- (b) The Tenderer does not have the legal capacity to enter the contract;
- (c) The tenderer submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities, or is subject to legal proceedings in respect of the foregoing;
- (d) The tenderer does not comply with the legal requirements stated in the Employer’s procurement policy;
- (e) The Tenderer cannot demonstrate that he possesses the necessary technical qualifications and competencies, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; or
- (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

TENDERERS TO TAKE PARTICULAR NOTICE OF THIS CLAUSE AS TENDERERS WHO DO NOT COMPLY HEREWITH WILL NOT BE CONSIDERED ELIGIBLE

F1.3 Submitting a Tender Offer

F1.3.1 Tender offers shall be submitted as an original only.

Under no circumstances whatsoever may the tender forms be retyped or redrafted.

F1.3.2 A two-envelope procedure will **not** be followed.

The Employer’s address and identification details are as follows:

Location of Tender box:		Zululand District Municipality Offices in Ulundi
Physical address:		Lot B-400 Ugagane Street, Ulundi,3838
Identification details	Reference Number	ZDM052/2024-2025
	Title of Tender	APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS
	Closing Date	Tuesday,17 June 2025
	Time	12H00
Postal address:		Private Bag X76, Ulundi, 3838

F1.4 Closing Time

The closing time for submission of Tender Offers is **12h00** on **Tuesday,17 June 2025**Telephonic, telegraphic, facsimile, telex, electronic or e-mailed tenders will not be accepted.

F1.5 Tender Validity

All tenders shall remain valid for a period of ninety (90) days after the time and date set for the opening of tenders, or until the Tenderer is relieved of this obligation by the Employer, in writing, at an earlier date. However, the Tenderer may be requested in writing, not later than fourteen (14) days before this validity period will lapse, to extend the validity of this tender for a specific period. The written approval of the Tenderer must then be received before the lapsing of the original validity period, to remain valid.

Should a Tenderer –

- withdraw his/her tender during the period of its validity; or
- give notice of his/her inability to execute the contract or fail to execute the contract; or
- fail to sign the contract agreement or furnish the required security within the period fixed in the Contract Data or any extended time agreed to by the Employer;

Then he shall be liable for and pay to the Employer –

- all expenses incurred in calling for fresh tenders, if it should be necessary;
- the difference between his/her tender and any less favourable tender accepted either by fresh tenders being called or by another tender being accepted from those already received;

Provided always that the Employer may exempt a Tenderer from the provisions here of, if it is of the opinion that the circumstances justify such exemption.

F1.6 Access

Not Applicable

F1.7 Return of Tender Documents

Not applicable.

F1.8 Certificates

The following certificates must be provided with the tender:

- Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system;
- Valid and original (or a certified copy) proof of Bidder's compliance to Objective Criteria Certificate requirements stipulated in Section 5 (MBD 6.1) [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate/PIN for each party];
- Joint Venture Agreement and Power of Attorney in case of Joint Ventures;
- VAT Registration Certificate from the South African Revenue Services (SARS);
- Company / CC / Trust / Partnership registration certificates;
- Proof that payment for municipal services is up to date; and
- Certified Copies of Identity Document in the case of one-man concerns.
- Declaration of Solvency or Liquidity.
- Current Bank Rating letter.
- CSD

F1.9 Opening of Tender Submissions

The time, date and location for the opening of the tender offers is as follows:

Time: **12h00**
Date: **Tuesday, 17 June 2025**
Location / Venue: **Zululand District Municipal Offices, B-400 Ugagane Street, Ulundi**

F1.10 The two-envelope system **will not** apply to this tender.

F1.11.1 Evaluation of Tender Offers

F1.11.2 Tenders will be evaluated in One stage in accordance with the standard tender evaluation:

STAGE 1: TEST FOR RESPONSIVENESS/ELIGIBILITY

For a tender to be considered responsive, it must comply with **ALL** the following criteria:

- a) The tender documentation must be completed and signed in all respects
- b) The tender documentation must include all necessary and applicable documentation as listed in F2.23 above; and
- c) The tender must comply with the eligibility criteria.

The responsiveness of a tender will be assessed by scoring the bid according to the criteria detailed in the table overleaf.

It is incumbent on the Tenderer to ensure that the returnable documents in T2 are completed in sufficient detail to enable the score to be properly assessed. If the information provided renders a specific criterion not being fully complied with, then the bid will be scored on the next criterion down.

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

ELIGIBILITY CRITERIA

KEY ASPECT OF CRITERION	BASIS FOR POINT ALLOCATION	POINTS	MAX SCORE	VERIFICATION METHOD
Experience of similar work and environment (Name of traceable reference, contract details to be included for verification).	The Tenderer have successfully completed 5 or more projects LED-related strategies, sector plans, business plans, feasibility studies, formulated for any sphere of government by the service provider.	25	25	Attach appointment letters from (National government department or its agencies, Provincial government or its agencies or municipalities).
	The Tenderer have successfully completed 4 projects LED-related strategies, sector plans, business plans, feasibility studies, formulated for any sphere of government by the service provider.	20		
	The Tenderer have successfully completed 3 projects LED-related strategies, sector plans, business plans, feasibility studies, formulated for any sphere of government by the service provider.	15		
	The Tenderer have successfully completed 2 projects LED-related strategies, sector plans, business plans, feasibility studies, formulated for any sphere of government by the service provider.	10		
	The Tenderer have successfully completed 1 project LED-related strategies, sector plans, business plans, feasibility studies, formulated for any sphere of government by the service provider.	05		
	No experience	0		
Qualifications: Project Leader	Master's Degree in Commerce, Economics, Development Studies, Town Planning, New Venture Creation, Tourism, Business Administration.	20	20	Attach certified copies of qualifications.
	Honours Degree in Commerce, Economics, Development Studies, Town Planning, New Venture Creation, Tourism, Business/Public Administration.	15		
	Bachelor Degree or B-Tech in Commerce, Economics, Development Studies, Town Planning, New Venture Creation, Tourism, Business/Public Administration.	10		
	National Diploma in Commerce, Economics, Development Studies, Town Planning, New Venture Creation, Tourism, Business/Public Administration.	5		
	No certified copies of qualifications.	0		
Experience: Project Leader	Five (5) and above years of experience in the formulation of LED-related strategies, feasibility studies, funding proposals and business plans formulation for national, provincial or local government (municipalities).	25	25	Recent Curriculum Vitae (CV) of Project Leader, reflecting years of experience in formulation of LED-related strategies, feasibility studies, funding proposals and business plans for any sphere of government
	Four (4) years of experience in the formulation of LED-related strategies, feasibility studies, funding proposals and business plans formulation for national, provincial or local government (municipalities).	20		
	Three (3) years of experience in the formulation of LED-related strategies, feasibility studies, funding proposals and business plans formulation for national, provincial or local government (municipalities).	15		
	Two (2) years of experience in the formulation of LED-related strategies, feasibility studies, funding proposals and business plans formulation for national, provincial or local government (municipalities).	10		
	One (1) year of experience in the formulation of LED-related strategies, feasibility studies, funding proposals and business plans formulation for national, provincial or local government (municipalities).	05		

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

KEY ASPECT OF CRITERION	BASIS FOR POINT ALLOCATION	POINTS	MAX SCORE	VERIFICATION METHOD
	Zero (0) years of experience in the formulation of LED- related strategies, feasibility studies, funding proposals and business plans formulation for national, provincial or local government (municipalities).	0		
Financial Capability / Resources of Tenderer	Bank rating Code B - The company has a good record of meeting their financial commitments, and the amount is well within the capacity of an ordinary business commitment.	10	10	Bank Rating obtained for a construction value as tendered
	Bank rating is Code C – Average. The company has a good record, but the amount may appear high in relation to normal transactions on the account. The financial position or recent balance is not held, but judging from the conduct of the account, the account holder is unlikely to commit themselves beyond their means.	8		
	Bank rating Code D - Fair trade risk. The financial position of the company is modest or unknown, but where the account is satisfactorily conducted, and the firm or person is considered good for moderate business commitments.	6		
	No information provided OR submission of no substance / irrelevant information provided.	0		
Methodology	Well detailed methodology completed showing full understanding of both the task and compliance with the LED-related strategies, sector plans, business plans, feasibility studies, formulated for any sphere of government by the service provider.	20	20	Demonstrate clear understanding of the scope of works required to perform the task and comply with LED-related strategies, sector plans, business plans, feasibility studies, formulated for any sphere of government by the service provider.
	Detailed methodology completed. Some issues not addressed in LED-related strategies, sector plans, business plans, feasibility studies, formulated for any sphere of government by the service provider.	15		
	Some understanding shown in LED-related strategies, sector plans, business plans, feasibility studies, formulated for any sphere of government by the service provider.	5		
	No details provided	0		
MAXIMUM SCORE:			100	

TENDERER’S MUST SCORE A MINIMUM OF 70 POINTS FOR THE BID TO BE ELIGIBLE IN TERMS OF F2.1 (e) AND 12.2.2 OF SUPPLY CHAIN MANAGEMENT POLICY.

Annex F: Standard Conditions of Tender

F1 GENERAL

F1.1 Actions

F1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F2 and F3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F1.1.3 The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F1.3 Interpretation

F1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation can exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration to enable comparisons to be made between offers on a comparative basis;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his/her staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F1.5 The employer's right to accept or reject any tender offer

F1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.

F1.5.2 The employer may not be subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received, and such tender was returned unopened to the tenderer.

F1.6 Procurement procedures**F1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submission that are received at the closing time for tenders.

F1.6.2 Competitive negotiation procedure

F1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenders shall not apply.

F1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F2.17, the employer may request that tenders be clarified, specified and fine-tuned to improve a

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F1.6.2.4 The contract shall be awarded in accordance with the provisions of F3.11 and F3.13 after tenderers have been requested to submit their best and final offer.

F1.6.3 Proposal procedure using the two stage-system

F1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F1.6.3.2 Option 2

F1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

F2 TENDERER'S OBLIGATIONS

F2.1 Eligibility

F2.1.1 Submit a tender offer only if the tenderer complies with the criteria stated in the tender data and the tenderer, or any of Directors, is not under any restriction to do business with employer.

F2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with the requirements.

F2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

F2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F2.10 Pricing the tender offer

F2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F2.12 Alternative tender offers

F2.12.1 Unless stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

criteria otherwise acceptable to the employer.

F2.13 Submitting a tender offer

F2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

F2.15 Closing time

F2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F2.16 Tender offer validity

F2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

- F2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

- F2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F2.13 with packages clearly marked as "SUBSTITUTE".

F2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted.

- Note:** Sub-clause F2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F2.18 Provide other material

- F2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

- F2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

F2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F2.22 Return of other tender documents

If so, instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F3 THE EMPLOYER'S UNDERTAKINGS**F3.1 Respond to requests from the tenderer**

F3.1.1 Unless otherwise stated in the tender data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to pre-qualify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or joint venture, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not pre-qualified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F3.4 Opening of tender submissions

F3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his/her prices, preferences claimed and time for completion, if any, for the main tender offer only.

F3.4.3 Make available the record outlined in F3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his/her tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F3.8 Test for responsiveness

F3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed; and
- c) is responsive to the other requirements of the tender documents.

F3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F3.9 Arithmetical errors, omissions or discrepancies

F3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

shall be corrected.

- b) Where there is an error in the total of the prices either because of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F3.11 Evaluation of tender offers

F3.11.1 General

Appoint an evaluation of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in the subclause is repeated.

F3.11.3 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F3.11.4 Scoring Financial Offers

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

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

Where:

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

F3.11 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

accordance with the provisions of the tender data.

F3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer;

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F3.14 Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of;

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F3.16 Notice to unsuccessful tenderers

F3.16.1 Notify the successful tenderer of the employer's acceptance of his/her tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period.

F3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies sated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

T2 Returnable Documents

T2.1 List of Returnable Documents

T.2.2 Returnable Schedules

The Tenderer must complete the following returnable documents:

1 Returnable documents required for tender evaluation purposes only:

REF	DESCRIPTION
MBD1	Bidder's questionnaire
MBD 4	Declaration of Interest
MBD 5	Declaration of Procurement over R10 million
MBD 6.1	Preference Points Claim Form in Terms of the Preferential Procurement Regulation 2022
MBD 7.2	Contract form - rendering of services
MBD 8	Declaration Of Bidder's Past Supply Chain Management Practices
MBD 9	Certificate of Independent Bid Determination
A.	Record of Addenda to Tender Documents
B.	Certificate of Authority of an Entity
C.	Registration Certificates of an Entity
D.	Affidavit of Good Standing
E.	Banking Details
E.1	Declaration of Financial Capacity
F.	Schedule of Tenderer's Experience
G.	Curriculum Vitae Format of Key Personnel
H.	Amendments, Qualifications and Alternatives
I.	Tax Clearance Certificate
J.	Declaration of Payment of Municipal Services
J.1	Affidavit of Tenderer that does not have a municipal rates account but is working from a residential address
J.2.	Declaration of Tenderer who does not have a municipal rates account but is renting or leasing an office
K.	National Treasury Central Supplier Database
L.	Declaration of solvency or liquidity

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

MBD1

BIDDER'S QUESTIONNAIRE

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ZULULAND DISTRICT MUNICIPALITY

BID NUMBER:	ZDM052/2024-2025	CLOSING DATE:	17 June 2025	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS				

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					

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

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 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:

MBD 4

DECLARATION OF INTEREST

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

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

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

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

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

.....

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 5

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED)**

**This form shall only be completed if the Tender Sum exceeds R10 million
(all applicable taxes included).**

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

YES / NO (Delete whichever is not applicable)

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.**

.....

.....

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

YES / NO (Delete whichever is not applicable)

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any Agency 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.

.....

.....

.....

.....

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

YES / NO (Delete whichever is not applicable)

3.1 If yes, furnish particulars

.....

.....

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

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 Agency / municipal entity is expected to be transferred out of the Republic?

YES / NO (Delete whichever is not applicable)

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 THE DECLARATION PROVE TO BE FALSE.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF TENDERER

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	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

- 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 regarding preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

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 APPLICABLE PREFERENCE POINT SYSTEM FOR THIS TENDER IS THE 90/10 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 claimed (90/10 system) (To be completed by the tenderer)	Verification Method
Locality (Within Zululand District Municipality)	5		proof of municipal accounts/proof of residence signed by ward Councillor (for those residing in rural areas) / lease agreement
Director/ owner with disability	1		Medical certificate
Director/ owner black women	1		CSD report / CK document
Director/ owner black youth	3		CSD report / CK document
Non-compliant contributor	0		

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

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

[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 because 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 because of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered because 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:

.....

.....

.....

.....

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives /proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remains 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:

- Bidding documents;
- Invitation to bid;
- Tax clearance certificate;
- Filled in task directive/proposal;
- Preference claims for PPPFA of Contribution in terms of the Preferential Procurement Regulations 2022;
- Declaration of interest;
- Declaration of Bidder’s past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;
- General Conditions of Contract; and
- 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.
2. 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.
3. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

I confirm that I am duly authorised to sign this contract.

NAME (PRINT):

CAPACITY:

SIGNATURE:

NAME OF FIRM:

DATE:

WITNESSES

1.....

2.....

DATE:

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

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

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p>	<p>No</p>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	<p>Yes</p>	<p>No</p>

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

Item	Question	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the Agency / municipal entity, or to any other Agency / Municipal entity, that is in arrears for more than three months?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the Agency / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

(MBD 9)**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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.**

MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

CONTRACT NO. ZDM052/2024-2025

in response to the invitation for the bid made by:

ZULULAND DEVELOPMENT AGENCY

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 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.

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.**

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

A: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the date of submission of this tender offer, amending the tender documents, have been considered in this tender offer.

ADD. No.	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

B: CERTIFICATE OF AUTHORITY OF AN ENTITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

(I) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors of hereby confirm by resolution of the Board (copy attached) taken on 20....., that Mr/Ms acting in the capacity of was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

Signature of Chairman:

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading ashereby authorise Mr/Ms..... acting in the capacity of, to sign all documents in connection with the tender for Contract No and any contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

Note: *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key members in the business trading as

.....hereby authorise Mr/Ms.....

acting in the capacity of, to sign all documents in connection with the tender for Contract No and any contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

Note: *This certificate is to be completed and signed by all of the key partners upon who rests the direction of the affairs of the Partnership as a whole.*

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms....., authorized signatory of the company,

.....acting in the capacity of lead partner, to sign all documents in

connection with the tender offer for Contract Noand any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner
.....
.....

Note: *This certificate is to be completed and signed by all of the key partners upon who rests the direction of the affairs of the Partnership as a whole.*

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

(V) CERTIFICATE FOR SOLE PROPRIETOR

I....., hereby confirm that I am the sole owner of the business trading as:

Signature of Sole owner:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

C: REGISTRATION CERTIFICATES OF AN ENTITY

ENTITY REGISTRATION:

[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships and ID documents for Sole Proprietors, must be inserted here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement clearly setting out the roles and responsibilities of the parties must be included with particular reference to the guarantees required in terms of the Contract Data. The Joint Venture Agreement must also clearly indicate how payment is to be affected to the entity and distributed to the parties].

<u>Registered Name</u>	<u>Registration Number</u>

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

D: AFFIDAVIT OF GOOD STANDING THAT WILL BE INCORPORATED INTO THE CONTRACT

The Tenderer hereby certifies that neither it nor any of the principals of the enterprise is listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. The Tenderer further certifies that none of its principals have ever been convicted of fraud.

DECLARATION (to be signed in the presence of a Commissioner of Oaths)

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the firm, confirms that the contents of this Affidavit are within my personal knowledge, and save where stated otherwise to the best of my belief both true and correct.

Signature:

Duly authorized to sign on behalf:

Address:

.....

.....

Telephone:

Signed and sworn to before me at..... on

this theday ofby the Deponent, who

has acknowledged that he/she knows and understands the contents of this Affidavit, that its true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of oaths

NOTE: This affidavit comprises one (1) page all of which must be initialled by both the Deponent and the Commissioner of Oaths

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

E: BANKING DETAILS

Tenderers financial capacity to finance and undertake a contract of this nature will also be checked and consequently it is a requirement that the details below be provided.

NAME OF TENDERER				
NAME OF ACCOUNT HOLDER AT BANK				
TYPE OF ACCOUNT (Please tick)	CURRENT/CHEQUE	<input type="checkbox"/>	SAVINGS	TRANSMISSION
BANK				
BRANCH NAME				
ACCOUNT NUMBER				
BRANCH CODE				
BANK TELEPHONE NO				
BANK ADDRESS				
NAME OF BANK MANAGER				
TELEPHONE NUMBER				
FAX NUMBER				
NO OF YEARS ABOVE ACCOUNT HAS BEEN WITH BANK				
CREDIT FACILITIES AVAILABLE (State Amount)				

SIGNATURE:
 (of person authorised to sign on behalf of the Tenderer)

DATE:

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

E1: DECLARATION OF FINANCIAL CAPACITY

The following particulars must be furnished in support of the preceding returnable to test financial capacity.

- No bid will be accepted from persons who cannot prove adequate financial capacity to execute the contract according to the specifications and scope of work and withing the stipulated timeframe.
- In order to prove financial capacity, the tenderer must attach the following:
 - a) A letter from the bank with bank stamp confirming that the tenderer has an active bank account.
 - b) Proof of bank account and letter of good standing with a credit rating.
 - c) If the tenderer is unable to demonstrate sufficient credit facility available, the tenderer must at least provide written undertaking/proof of guarantee or financial capacity from a reputable and accredited financial service provider/lender.

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 THE DECLARATION PROVE TO BE FALSE.

.....
SIGNATURE
(of person authorised to sign on behalf of the Tenderer)

.....
DATE

.....
POSITION

.....
NAME OF TENDERER

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

F: SCHEDULE OF THE TENDERER’S EXPERIENCE

Tenderers are to provide Appointment and References for **Five (5)** recent projects in providing Identification, packaging and sourcing of funding to implement high impact projects. The information provided here will be used to evaluate the Tenderer’s eligibility to undertake the contract. It is important that the Tenderer ensure that sufficient and legible information is provided to enable the Employer to evaluate the criteria noted in the table in F.3.11.2.

Name and Telephone Number of Client	Project	Details of service provided

SIGNATURE:
 (of person authorised to sign on behalf of the Tenderer)

DATE:

G: CURRICULUM VITAE FORMAT OF KEY PERSONNEL

The success of this project will largely depend on the ability of the **Project Leader** to manage the effectiveness and completeness. The Tenderer must indicate who they intend using for this function and must list the incumbent’s experience.

Name:		Years with firm:
Qualifications:		
NQF 5/7 Registration Number:		
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required Service:</u>		
(Indicate no. of years’ experience managing)		

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

H: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his/her proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

- Notes:** (1) *Amendments to the General and Special Conditions of Contract are not acceptable;*
 (2) *The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his/her tender.*

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

- Notes:** (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.
 (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.
 (3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

I: TAX CLEARANCE CERTIFICATE

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

"Tax clearance certificate

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

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system. Respondents are required to provide the following to ZDM in order to enable it to verify their tax compliance status:

Tax reference number: _____

Tax Clearance Certificate & TCC Number: _____ **and PIN:** _____

Each party to a Consortium/Joint Venture/Sub-contractors must complete a separate Tax Clearance Certificate information form.

TAX CLEARANCE CERTIFICATE

[Tax Clearance Certificate obtained from SARS to be attached to this page]

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

J: DECLARATION OF PAYMENT OF MUNICIPAL SERVICES

DECLARATION TO CERTIFY THAT:

THE TENDERER HAS NO UNDISPUTED COMMITMENTS FOR MUNICIPAL SERVICES TOWARDS AN AGENCY OF WHICH PAYMENT IS OVERDUE FOR MORE THAN 30 DAYS.

DECLARATION

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm, confirms that there are no undisputed commitments for municipal services towards an Agency of which payment is overdue for more than 30 days to my personal knowledge, and save where stated otherwise to the best of my belief both true and correct.

Signature:

Duly authorized to sign on behalf of:

Address:

.....

.....

Telephone:

Date:

Municipal rates statement must be attached to this page. Proof of payment may be attached only if the Tenderer has recently paid the outstanding balance, but it has not reflected on the Agency 's records.

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

J1: AFFIDAVIT OF TENDERER THAT DOES NOT HAVE A MUNICIPAL RATES ACCOUNT BUT IS WORKING FROM A RESIDENTIAL ADDRESS

The purpose of this affidavit is to declare that the Tenderer is

- working from a residential address or
- any other means

to declare that neither it nor any of the principals of the enterprise has any existing municipal accounts in any municipal area in the republic of South Africa that have not been disclosed in this tender and that failure to disclose such will lead to disqualification or cancellation of the Tender.

DECLARATION *(to be signed in the presence of a Commissioner of Oaths)*

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the firm, confirms that the contents of this Affidavit are within my personal knowledge, and save where stated otherwise to the best of my belief both true and correct.

Signature:

Duly authorized to sign on behalf:

Address:

.....

.....

Telephone:.....

Signed and sworn to before me at.....on

this theday ofby the Deponent, who

has acknowledged that he/she knows and understands the contents of this Affidavit, that its true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of oaths

NOTE: This affidavit comprises one (1) page all of which must be initiated by both the Deponent and the Commissioner of Oaths.

NOTE: A letter from a Councillor or Tribal Authority must be attached in support of the address disclosed above.

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

J2: DECLARATION OF TENDERER WHO DOES NOT HAVE A MUNICIPAL RATES ACCOUNT BUT IS RENTING OR LEASING AN OFFICE

This is a declaration that:

THE TENDERER DOES NOT HAVE A MUNICIPAL RATES ACCOUNT BUT IS LEASING OR RENTING OFFICE SPACE FROM A LANDLORD.

DECLARATION

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm, confirms that the Tenderer does not have a municipal rates account but is leasing or renting office space from a Landlord.

Signature:

Duly authorized to sign on behalf of:

Lease Address:

.....

.....

Telephone:

Date:

NOTE: Lease Agreement to be attached to this page.

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

K: NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderers are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. ZDM is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a Tenderer who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderers are required to provide the CSD summary form and the information below to ZDM in order to enable it to verify information on the CSD:

Supplier Number: _____ Unique registration reference number: _____.

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

L: DECLARATION OF SOLVENCY OR LIQUIDITY

The bid of any bidder may be rejected if that bidder, or any of its directors are:

- a. Under liquidation
- b. Sequestration
- c. Insolvency.

This Clause is applicable even after the bid is awarded.

We, the undersigned directors, declare that they are not under liquidation, sequestration or insolvent.

No	Name of Director	ID number	Signature

➤ **DECLARATION OF SOLVENCY/ LIQUIDITY**

- All tenderers attention is drawn to this Form (declaration of Solvency or Liquidity of the tenderer).
- All tenderers are therefore required to complete It.
- Failure to complete the form or attempt to falsify or hide this information may render the tender non-responsive.

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

VOLUME 2: CONTRACT

TABLE OF CONTENTS

Page

C1:	AGREEMENTS AND CONTRACT DATA	
C1.1	FORM OF OFFER AND ACCEPTANCE	C.2 – C.6
C.1.2	GENERAL CONDITIONS OF CONTRACT 2015	C.7 - C.8
	VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT	C.9
C.1.3	SPECIAL CONDITIONS OF CONTRACT	C.10 - C.11
C.1.4	SCOPE OF WORK	C.12

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

C1 AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter a contract for the procurement of **APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS.**

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 authorised, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and liabilities of the service provider 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.

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: *(of person authorized to sign the tender):*

Name: *(of signatory in capitals):*

Capacity: *(of Signatory):*

Name of Tenderer: *(organisation):*

Address:
.....

Telephone number:

Witness:

Name / Signature:

Date:

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

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 Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- Part C1 Agreements and contract data, (which include this agreement)
- Part C2 Scope of work

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

For the Employer:

Signature:

Name: (in capitals)

Capacity:

Name of Employer: ZULULAND DISTRICT AGENCY

Address: B-400, Gagane Street, Ulundi

Witness:

Name / Signature:

Date:

SCHEDULE OF DEVIATIONS

Notes:

- 1. The extent of deviations from the tender documents issued by the Employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
- 2. A Tenderer’s covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties becomes an obligation of the contract shall also be recorded here.
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the contract.

- 1. **Subject:**
Details:
.....
- 2. **Subject:**
Details:
.....
- 3. **Subject:**
Details:
.....
- 4. **Subject:**
Details:
.....

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

For the Tenderer:

For the Employer:

Signature

Name

Capacity

Name and address of organisation:

Name and address of organisation:

Witness Signature

Witness Name

Date

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the _____ (day) of _____ (month) 20 _____ (year)

at _____ (place)

For the Tenderer:

.....
Signature

.....
Name

.....
Capacity

**Signature and Name
of Witness:**

.....
Signature

.....
Name

C.1.2 SPECIAL CONDITIONS OF CONTRACT

Scope of Work:

- The appointed panel will be responsible for identifying high-impact development projects in Zululand.
- Tasks may include conceptualizing project ideas, drafting project proposals, and securing funding sources.
- Deliverables might include feasibility studies, project packaging (in terms of structuring projects for financing), and identifying suitable funding sources (e.g., government grants, private investors, international donors, etc.).

Duration:

- The agreement specifies a three-year term, during which the panel will perform its duties.
- Key Roles and Responsibilities:
- Identification: Conducting research to identify development needs and high-impact project opportunities in Zululand.
- Packaging: Structuring identified projects to ensure they meet the requirements of potential funders and stakeholders.
- Sourcing of Funding: Engaging with various funding bodies, including government, international organizations, and private investors, to secure financial support for the projects.

Tendering and Appointment Process:

- The ZDA will issue a call for tenders or proposals for service providers who meet specific criteria, including experience in project management, funding sourcing, and development in the public or non-profit sector.
- The selected panel will likely consist of individuals or organizations with a proven track record in these areas.

Monitoring and Reporting:

- Regular progress reports, monitoring, and evaluation mechanisms will be included to track the panel's performance and the progress of projects.
- The ZDA will likely review these reports to ensure that high-impact projects are being successfully developed and funded.

Termination and Renewal:

- A clause regarding the potential for contract renewal after the three-year period, as well as any provisions for early termination, if necessary.
- If projects are successfully funded and implemented, there may be options for future engagement or extensions of the panel's contract.

Dispute Resolution

1. Informal Resolution:

- Initial Dialogue: The first step in resolving a dispute should always be direct communication between the ZDA and the service provider(s) to try to resolve the issue amicably.
- Resolution Timeframe: A time frame (e.g., 7-14 days) should be established for this phase to avoid unnecessary delays.

APPOINTMENT OF A PANEL OF THE IDENTIFICATION, PACKAGING AND SOURCING OF FUNDING TO IMPLEMENT HIGH IMPACT PROJECTS FOR ZULULAND DEVELOPMENT AGENCY FOR A PERIOD OF THREE YEARS

2. Mediation:

- If informal resolution fails, the next step should involve mediation. A neutral third-party mediator could be appointed to assist the parties in reaching a resolution.
- Mediator Selection: The mediator should be mutually agreed upon by both parties or appointed by an agreed-upon institution.
- Timeframe for Mediation: A clear timeline (e.g., 30 days) for mediation should be set, ensuring that both parties actively participate.

3. Arbitration:

- If mediation is unsuccessful, the dispute may move to arbitration. Arbitration is a more formal process where an arbitrator makes a binding decision on the dispute.
- Arbitrator Selection: An independent arbitrator with expertise in public sector procurement and development projects should be selected by both parties.
- Location and Legal Framework: The arbitration should be conducted in a jurisdiction agreed upon by the parties, and the applicable legal framework should be outlined (e.g., South African Arbitration Act or any relevant international arbitration standards).
- Arbitration Timelines: The arbitration process should be concluded within a set time frame, ensuring that the dispute doesn't linger unnecessarily.

4. Court Action:

- As a last resort, if arbitration does not resolve the issue or if one party fails to comply with the arbitration award, the dispute can be taken to court.
- Jurisdiction: The parties should agree in advance on the appropriate court that will have jurisdiction over the dispute (e.g., High Court in South Africa).

5. Termination Clause

- Non-performance or breach of contract by the service provider(s)
- Inadequate deliverables or failure to meet agreed timelines
- Changes in the scope of the project or funding requirements
- Mutual agreement between both parties (if both agree to terminate)

VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT

PART 1: DATA TO BE PROVIDED BY THE EMPLOYER

DATA BY EMPLOYER	
The Period of Performance is estimated:	36 Months
The name of the Employer is:	Zululand Development Agency
Communications by e-mail are preferred.	
The products will be delivered to the Zululand District Municipality Offices in Ulundi.	
The Service Provider may not release public or media statements or publish material related to the Service or Project without the Employers written permission.	
The final basic fee due to the Service Provider will be calculated according to the tendered rates and quantities per item.	
The Service Provider is to commence the performance of the contract within 14 days of the contract award subject to there being no objections or as instructed and agreed by the Zululand Development Agency.	
The contract award is subject to the signing of a service level agreement between the service provider and the Zululand Development Agency.	
Interim settlement of disputes is to be by mediation.	
Final settlement is by arbitration.	
In the event that the parties fail to agree on a mediator, the mediator is nominated by: The Municipal Manager, Zululand Development Agency	
In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: The Municipal Manager, Zululand Development Agency	
The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.	
The address of Employer:	
<u>Physical:</u>	<u>Postal:</u>
B-400 Ugagane street, B-North	Private Bag X 76
ULUNDI, 3838	ULUNDI, 3838
Telephone No: (035) 874 5500	

C.1.3 SPECIAL CONDITIONS OF CONTRACT

PROTECTION OF PERSONAL INFORMATION ACT 4 of 2013

- The successful Service Providers shall abide in the protection of personal information of the Zululand Development Agency (ZDA). Privacy includes the right to protection against unlawful collection, retention, disseminating and use of personal information. The successful bidder shall hide the right of privacy of this Act subject to justifiable limitation that are aimed at protecting other rights and important interest.
- Service providers must ensure that all confidential information relating to the ZDA and the projects they work on is kept strictly confidential.
- Any intellectual property (IP) created as part of the project proposals or funding strategies developed will remain the property of the ZDA.

LOBBYING AND CANVASSING

- No lobbying and canvassing by tenderers in any form to Municipal staff, for the purposes of influencing the evaluation process and awarding of the tender, will automatically disqualify the tenderer from the evaluation process and subsequent consideration.

PERFORMANCE MANAGEMENT:

- Service providers will submit quarterly progress reports outlining achievements, challenges, and recommendations for improvement.
- Regular meetings with the Zululand Development Agency will be held to assess the status of ongoing projects and to ensure the alignment of funding sources.
- Key Performance Indicators (KPIs) will be established at the beginning of the contract to measure the effectiveness of the service providers.

MONITORING

- The Agency has the final prerogative to declare that all the services rendered by the Service Provider conform to the specifications of the contract in terms of quality and process.

COMMUNICATION

- The Agency shall communicate with the Service Provider on an on-going basis about routine issues and to monitor the standard and quality of the service rendered.

SERVICE LEVEL AGREEMENT(SLAs)

- Response times: Service providers must adhere to agreed response times for communications, deliverables, and any other contractual requirements.
- Quality assurance: All deliverables must meet the required standards, as stipulated in the contract, including accuracy, feasibility, and alignment with the development goals of the ZDA.

Signature: *(of person authorized to sign the tender):*

Name: *(of signatory in capitals):*

Capacity: *(of Signatory):*

Name of Tenderer: *(organisation):*

C1.4 SCOPE OF WORK

PROJECT SPECIFICATION

INTRODUCTION

The Zululand District Municipality, situated in the province of KwaZulu-Natal, seeks to establish a Panel of Service providers for the implementation of high impact projects. The goal is to strengthen the local economy through targeted interventions, facilitate the creation of jobs, enhance infrastructure, and create an enabling environment for business and investment.

The appointed service providers will work closely with the municipality to design, implement, and monitor high impact initiatives and support the economic growth of the district over the period of three years.

OBJECTIVES OF THE PROJECT

The objectives of the Agency's request for proposals are quite comprehensive and aim to drive significant development within the Zululand District Municipality:

- 1. Identification of High Impact Projects:** The Agency seeks to identify impactful projects in sectors such as Agriculture, Infrastructure/Economic Development, Manufacturing, Logistics, Tourism, Mining, and ICT etc. This involves pinpointing projects that can significantly contribute to the economic and social development of the Zululand District.
- 2. Packaging Projects into Bankable Business Proposals:** Once the projects are identified, the next step is to package them into detailed and compelling business proposals. This involves conducting thorough market research, financial analysis, and strategic planning to ensure the proposals are attractive to potential investors and funders.
- 3. Engagement with Funders:** The final objective is to engage with various funders to secure the necessary funding for the implementation of the identified projects. This involves building relationships with potential funders, presenting the business proposals effectively, and negotiating terms to secure investment.

SCOPE OF WORK

The Service Providers will be responsible for the following activities and deliverables:

Objectives:

Identifying high-impact projects in various sectors, packaging them into bankable proposals, and securing funding.

Scope of Services:

Detail the tasks and activities that the service provider is expected to perform. This might include:

- Conducting market research and feasibility studies.
- Identifying and prioritizing high-impact projects.
- Developing detailed business proposals for each project.
- Engaging with potential funders and stakeholders

Feasibility Studies:

- Identify, design, and evaluate potential high impact projects and initiatives within the municipality.
- Provide cost-benefit analysis, risk assessment, and sustainability plans for each initiative.
- Present detailed feasibility reports with recommendations for implementation.

Funding Proposals:

- Research and identify relevant funding opportunities from public, private, and donor sectors.
- Develop detailed, compelling funding proposals to attract investment for the Agency's high impact initiatives.
- Provide financial projections, budgets, and funding models for proposed initiatives.

Business Plans:

- Develop business plans for specific projects that align with the municipality's strategies.
- Provide financial forecasts, market research, and operational plans for business initiatives.
- Support in business plan presentation to stakeholders and potential investors.

Deliverables: List the expected outputs and deliverables, such as:

- Comprehensive reports on identified projects.
- Bankable business proposals.
- Documentation of engagement with funders

Implementation and Monitoring Support:

- Provide ongoing monitoring and evaluation of the projects' progress and outcomes.
- Assist in reporting on key performance indicators (KPIs) and adjusting strategies as necessary.
- Ensure that all interventions are implemented within the agreed timelines and budget.