

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)				
BID NUMBER:	TEDA BID: BID: 01/02/26	CLOSING DATE	16 March 2026	CLOSING TIME: 11:00 am
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SOCIAL FACILITATION SUPPORT IN THE DEVELOPMENT OF THE CITY OF TSHWANE'S WATER SECURITY VISION 2050 & STRATEGY			
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			Bid Validity 90 days	
TSHWANE ECONOMIC DEVELOPMENT AGENCY (TEDA)				
BLOCK C, CENTURION MUNICIPAL BUILDING				
BASDEN AVENUE AND RABIE STREET				
LYTTELTON, CENTURION				
0163				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSURE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	N/A
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	TEDA	CONTACT PERSON	Lutske Newton	
CONTACT PERSON	Mokgadi Mapokane	TELEPHONE NUMBER	012-358-4097	
TELEPHONE NUMBER	012-358 6539	FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	LutskeN@tshwane.gov.za	
E-MAIL ADDRESS	mokgadima@tshwane.gov.za			
	A non-compulsory briefing session will take place on the 2 nd March 2026, at 10:00 AM at the following location: Meeting room C12, first floor, Tshwane House. Parking is available at 337 Johannes Ramokhoase Street.			

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, 2017, 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:

TERMS OF REFERENCE: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SOCIAL FACILITATION SUPPORT IN THE DEVELOPMENT OF THE CITY OF TSHWANE'S WATER SECURITY VISION 2050 & STRATEGY.

1. PURPOSE

1.1 The purpose of these terms of reference is to appoint a service provider to provide social facilitation support in the development of the city of Tshwane's water security vision 2050 & strategy.

2. BACKGROUND

2.1 The City of Tshwane is developing the Tshwane Water Security Vision 2050 and Strategy. The City has identified the need for such a vision and strategy because of its growing levels of water insecurity informed by its dependence on the transfer of bulk water via the Integrated Vaal River System with four-fifths being supplied by this system. The balance can be supplied through its own water resources. On average it exceeds its authorised use by around 17%, thereby placing strain on the system and culminating in water restrictions and the risk of water shedding should the system become too depleted.

2.2 Considering the unsustainable use of quality potable water in Gauteng, the national Department of Water and Sanitation, in partnership with the World Bank, launched the Platform for a Water Secure Gauteng (PWSG). This is an initiative to reduce water consumption in Gauteng and target residents and businesses to do so by sharing information on water consumption use in relation to availability and by developing a catchy awareness campaign to incentivise reduced water use by linking it to financial savings.

2.3 The approach adopted by the national Department of Water and Sanitation gives credence to the need for a water security vision and strategy as dealing with deeply rooted belief systems that water is an infinite resource and that individual behaviour is somehow dissociated from the status of this public resource is at its core.

2.4 The impact of bulk water transfer schemes over the years failed to appreciate that South Africa, Gauteng and Tshwane are water scarce and this psyche has permeated the public sector and local government, more specifically where a great deal of decision-making is water agnostic with a failure to place the availability of the resource in all key infrastructure decisions.

2.5 Through a collaboration with the City of Aarhus, Denmark, the City has drafted the Tshwane Water Security Vision 2050. To ensure that this vision is one that is reflective of the Tshwane socio-economic landscape, intensive and rigorous stakeholder engagement is required as a way of ensuring that honing this vision and supporting strategies is in line with stakeholder perspectives, attitudes and belief systems while at the same time creating a sense of ownership of the vision by City stakeholders.

2.6 Since many of the City's water challenges are not purely technical in nature and therefore cannot be resolved purely through technical solutions and interventions, it is critical that the City is able to identify the attitudinal and behavioural molecules that require the attention of the Tshwane Water Security Vision 2050.

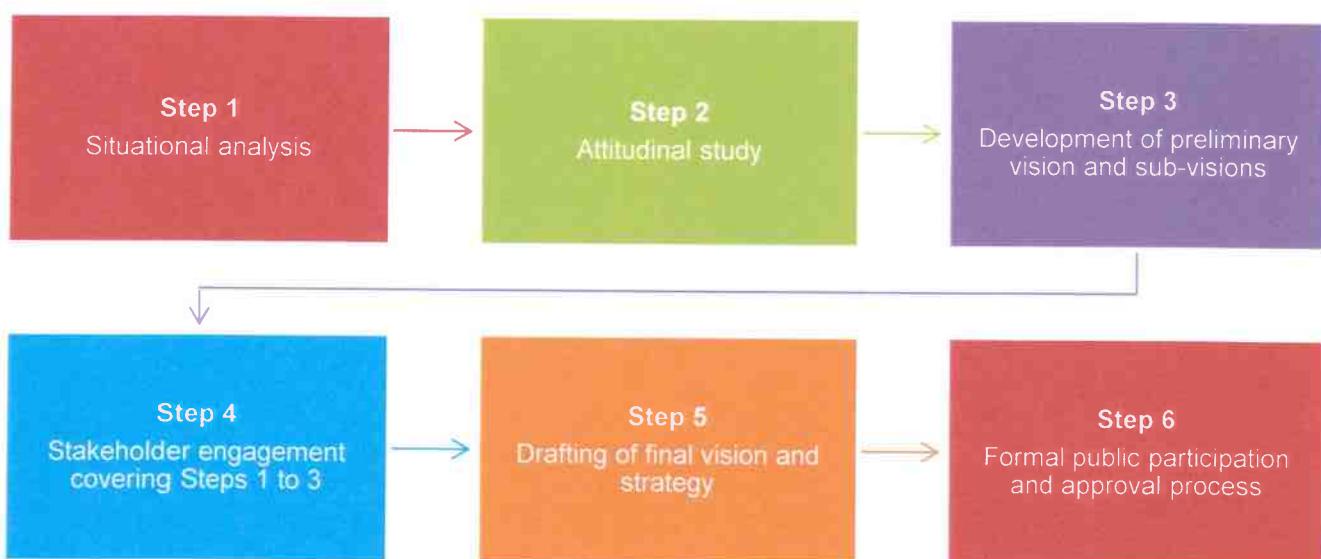
2.7 A key example is the need for water conservation and demand management, which in part rely on reducing water use and this can only be achieved if the vision and supporting strategies are able to

identify concrete and practical ways of our consumers being able to use less water where applicable. For example, a high water use household in an affluent area has more scope to reduce its water consumption than a low water use household in, for example, an informal settlement.

- 2.8 The underlying philosophy of the vision is that it must be treated as a negotiated document where the City understands its stakeholders' relationship with water as behaviour change will be a major driver of its success. Technical solutions are certainly one aspect, but these are already catered for by regulated planning documents, such as the Water and Sanitation Masterplan and a Water Resource Management Plan.
- 2.9 Therefore, the aim of the stakeholder engagement process is to engage with the myriad of stakeholders that impact our water resources, associated infrastructure and the environment, which are inextricably linked to the status of ground water and surface water.

The process to develop a water security vision and strategy

The process is necessarily a stakeholder-driven process as the core of the vision is to shift awareness around the use of water, leading to significant behaviour change and to place water at the centre of all decision-making. The process will involve six fundamental steps:



Step 1: Situational analysis (completed)

As per the phased approach to the development of the Tshwane Water Security Vision 2050 and Strategy, this step has seen the development of a situational analysis which entailed the following activities:

A literature review to take stock of the plethora of resources available about water security and resilience
Quantitative research: An online survey to develop a quantitative perspective on the state of water security in Tshwane
Updating the water resource balance master plan

Step 2: Attitudinal survey (completed)

A survey was commissioned to the University of Pretoria for a cross-section of Tshwane residents with the aim of developing a comprehensive understanding of residents' use of water as well as their beliefs and attitudes towards water as a public resource and the infrastructure that delivers water and sanitation services.

This survey covered the following issues:

- a) Type of water and sanitation service
- b) Consumptive and non-consumptive use of potable water
- c) Harvesting alternative water sources
- d) Understanding of the finite nature of water sources
- e) Understanding of how water is provided
- f) Understanding of processing sewerage water
- g) Understanding of the impact of pollution on water sources
- h) Attitude towards payment for services
- i) Trust in consumptive water

Sense of responsibility in respect of the protection of water and sanitation infrastructure

Step 3: Development of the Tshwane Water Security Vision 2050 and sub-visions (completed)

Members of the Water Security Strategy Task Team have developed a preliminary vision and a complementary set of sub-visions.

Step 4: Stakeholder engagement covering Steps 1 to 3

Step 4 is the focus of this consultancy, through which the City identifies a representative sample of its rich array of stakeholders and engages in both creative and practical ways on the substance of the Tshwane Water Security Vision 2050 and Strategy, facilitating a consensus on the substance of the vision and identifying the strategies that will support the fulfilment of the vision.

Deliverable 1

The first high-level action involves the identification of stakeholders which requires careful identification and selection of stakeholders as water is all-encompassing. The proposed method of engagement is in-person workshop-styled engagements.

There should be approximately ten high-impact workshops and these workshops must cover the stakeholder types in the table below. A social facilitation plan should indicate how these stakeholders will be grouped and this could be done on a thematic basis and include all relevant stakeholders impacting that theme.

The following table provides an overview of the stakeholder types to be engaged through the process. However, it is not conclusive and will be refined in the inception phase, in consultation with the Water Security Task Team.

Stakeholder type	Stakeholder type
National departments	Provincial departments
<ul style="list-style-type: none"> • Department of Agriculture • Department of Arts and Culture • Department of Energy • Department of Minerals and Petroleum Resources • Department of Planning, Monitoring and Evaluation • Department of Trade and Industry • Department of Transport • Department of Basic Education • Department of Cooperative Governance and Traditional Affairs • Department of Forestry, Fisheries and the Environment • Department of Health • Department of Human Settlements • Department of Water and Sanitation • National Treasury (City Support Programme) • Presidency (Climate Commission) 	<ul style="list-style-type: none"> • Gauteng Office of the Premier • Gauteng Department of Agriculture and Rural Development • Gauteng Department of Basic Education • Gauteng Department of Environment • Gauteng Department of Human Settlements • Gauteng Department of Roads and Transport • Gauteng Department of Water and Sanitation
National entities	Chapter 9 institutions
<ul style="list-style-type: none"> • Agrément South Africa • Eskom • South African Bureau of Standards • South African National Biodiversity Institute • South African Weather Service 	<ul style="list-style-type: none"> • Human Rights Commission • Office of the Public Protector
Neighbouring municipalities and entities	City of Tshwane organised labour
<ul style="list-style-type: none"> • City of Johannesburg • Johannesburg Water • Ekurhuleni • ERWAT (Ekurhuleni Water Care Company) • Madibeng Local Municipality • Moretele Local Municipality • Thembisile Hani Local Municipality <p>Water boards</p> <ul style="list-style-type: none"> • Magalies Water • Rand Water 	<ul style="list-style-type: none"> • IMATU • SAMWU
City of Tshwane internal stakeholders (political)	City of Tshwane internal stakeholders (administrative)

Stakeholder type	Stakeholder type
<ul style="list-style-type: none"> • Mayoral Committee • Council • Office of the Chief Whip • Office of the Speaker • Oversight committees • Ward committees – utility and/or environmental representatives 	<ul style="list-style-type: none"> • City Strategy and Organisational Performance Department • Communication, Marketing and Events Department • Community and Social Development Services Department • Economic Development and Spatial Planning Department • Energy and Electricity Business Unit • Environment and Agriculture Management Department • Group Audit and Risk • Group Financial Services • Group Human Capital Management • Health Department • Housing Tshwane Company • Human Settlements Department • Office of Chief Operations Officer • Office of the City Manager (community upliftment projects) • Regional Operations and Coordination Department • Roads and Transport Department • Tshwane Economic Development Agency • Tshwane Metro Police Department • Water and Sanitation Business Unit
Academic and research institutions <ul style="list-style-type: none"> • Agricultural Research Council • Centre for Scientific and Industrial Research – Water Research Centre • Gauteng City Region Observatory • Human Sciences Research Council • National Cleaner Production Centre • National Research Foundation • Sefako Makgatho Health Sciences University • South African Medical Research Council • Statistics South Africa • Tshwane University of Technology • University of Pretoria • University of South Africa • Water Research Commission 	Non-profit organisations and civil society <ul style="list-style-type: none"> • AfriForum • Bird Wildlife Forum • Environmental community-based organisations • Hammanskraal Concerned Citizens Group • Soulbent • Tshwane Hub • JNF Walter Sisulu Environmental Centre • Waste Pickers Forum • Water-related forums: <ul style="list-style-type: none"> ○ Apies River Forum ○ Hennops River Forum ○ Moreleta River Forum ○ Moreleta-Apies-Pienaars Rivers Sub-Catchment Forum

Stakeholder type	Stakeholder type
	<ul style="list-style-type: none"> • WaterCAN • WESSA Friends Groups (15 groups) • World Wildlife Fund (WWF) • Ya Bana Village
Embassies	Funders
<ul style="list-style-type: none"> • Australian • Canadian • Danish • Dean of Deans: African Embassies • Dutch • Finnish • French • German - GIZ • Swedish • United Kingdom 	<ul style="list-style-type: none"> • Absa • African Development Bank • BRICS Bank • Development Bank of Southern Africa • Danish Investment Fund • Gauteng Infrastructure Funding Agency • Industrial Development Corporation • Infrastructure South Africa • World Bank
Organised local government and networks/support agencies	Communication
<p>National and provincial</p> <ul style="list-style-type: none"> • Gauteng Climate Change Forum • South African Cities' Network • South African Local Government Association • South African Water Partnership Network <p>International</p> <ul style="list-style-type: none"> • C40 Africa • Global Water Partnership Southern Africa • ICLEI-Africa • International Water Association • World Resources Institute 	<ul style="list-style-type: none"> • Electronic and media associations: <ul style="list-style-type: none"> ○ South African National Editors' Forum (SANEF)
Private sector representatives	Private sector consumers
<p>Tshwane</p> <ul style="list-style-type: none"> • Babelegi Industrial Park • Capital City Business Chamber • Community upliftment projects and city improvement districts • Ekandustria • Ga-Rankuwa Industrial Park • Louwlandia Business Forum (agri-industry) • Mining (quarries) • Tshwane Automotive Special Economic Zone 	<ul style="list-style-type: none"> • Emerging agricultural sector <ul style="list-style-type: none"> ○ Korema Farmers • Large consumers • Large property developers <ul style="list-style-type: none"> ○ M&T ○ Baldwin • Nurseries and horticultural services • Wet industries <ul style="list-style-type: none"> ○ SAB Miller/ABinbev ○ Coca Cola

Stakeholder type	Stakeholder type
<ul style="list-style-type: none"> • Tshwane Property Developers Forum • Tshwane Taxi Industry Forum • Tshwane Tourism • Vendors and hawkers <p>National and provincial</p> <ul style="list-style-type: none"> • Agri-Gauteng • Automotive Industry Development Centre • Banking Association of South Africa • Insurance Industry of South Africa • National Business Initiative • South Africa Property Owners Association <p>Specialist service providers</p> <ul style="list-style-type: none"> • Chemicals • Operations • Products and services 	<p>Professional bodies</p> <ul style="list-style-type: none"> • Consulting Engineers South Africa • Engineering Council of South Africa • Environmental practitioners • Horticulturalists • Institute for Landscape Architects • Institute of Plumbing South Africa • Pretoria Institute for Architects • South African Institution of Civil Engineering • South African Council for Natural Scientific Professions • South African Council for Planners • South African Planning Institute • Water Institute of South Africa
<p>Organised community groups and community representatives</p>	
<ul style="list-style-type: none"> • Ratepayers associations • Religious groups • Rowing South Africa • Schools (early childhood development centres and primary and high schools) and youth formations • Self-help groups • Traditional healers • Traditional leaders 	

The first output will be a complete stakeholder database with the names and designations of role players to be engaged. This will be done collaboratively with the Water Security Task Team.

The second output will be a stakeholder facilitation plan indicating how stakeholders will be grouped according to the requirement of hosting a minimum of ten high-impact workshops. A logistical plan will be developed, including dates and venues for these workshops. These workshops must be spread across the seven regions of Tshwane.

As part of this process, the service provider will be required to structure a public relations plan to ensure broader awareness and coverage of the engagement process. This will include, among others, designing and issuing invitations as per the City of Tshwane's corporate identity guidelines and managing RSVPs.

An attendance threshold of 70% of invited participants will be required of the service provider. In the case of internal political stakeholders, ward committees and community groups, the invitation process will be guided by the Office of the Speaker and the Office of the Chief Whip.

Deliverable 2: Social facilitation methodology and hosting workshops

- a) The method of engagement will be through a minimum of ten high-impact workshops. To achieve impact, a social facilitation methodology must be developed that enables participants to comment meaningfully on the draft vision and identify and/or confirm supporting strategies. The impact of the workshops will also be informed by the social facilitation team having a keen understanding of the issues affecting stakeholders. This social intelligence will also be shared with the social facilitation team during the planning process.
- b) Identified methods of engagement will need to be tailored to the audience, areas of interest and spheres of influence. The aim of the process is to build a consensus on the relevance and importance of the vision and to ensure that its framing is rooted in Tshwane socio-economic realities. Facilitation materials will be customised according to the most effective way of eliciting engagement with stakeholders, considering literacy and the dominant language of communication.
- c) The first key output will be a stakeholder facilitation plan informed by stakeholders to be engaged, topics to be addressed (special interests or concerns) and methods to facilitate the required engagement.
- d) In organising the workshops, the service provider will be required to handle all the major logistics pertaining to the workshops, including issuing invitations, managing RSVPs, arranging venues and basic catering, producing facilitation materials, workshop materials (flipchart stands, flipchart paper, markers, Prestik, etc), data projector and screens, audiovisual equipment and attendance registers, and recording the proceedings.
- e) The second key output will be the successful hosting of the minimum of ten high-impact workshops across the seven regions of Tshwane, covering the range of stakeholders and with a minimum threshold of 70% of invited participants per workshop. The service provider should provide audiovisual support, such as livestreaming the engagements.

Deliverable 3: Stakeholder feedback and re-drafting the vision and supporting strategies

Deliverable 3 concerns the documentation and analysis of the outcomes of the stakeholder workshops. The sessions will be recorded in a format agreed with the Water Security Task Team. The aim is not to create lengthy reports but to distil the essence of each engagement and create an honest record of the entire process coupled with visual evidence subject to stakeholders' permission.

The last step in the process will have two parts:

- Refining the vision and sub-visions developed in Step 2
- Translating the findings from the stakeholder engagements into meaningful strategies and actions for the Tshwane Water Security Vision 2050 and Strategy

This will be done in a collaborative way with the Water Security Task Team.

SPECIAL CONDITIONS

- a) This bid and all contracts emanating will be subject to the General Conditions of Contract (GCC) in terms of the Municipal Finance Management Act, 56 of 2003. The Special Conditions are supplementary to that of the General Conditions of Contract. Where, however the Special Conditions of Contract are in conflict with General Conditions of Contract, the Special Conditions of the Contract prevail.
- b) **All bidders are required to submit testimonials from not less than five (5) entities where they have rendered a similar or related service successfully in the past. The testimonials must clearly confirm that the services were performed satisfactorily. TEDA reserves the right to verify the authenticity of the testimonials.**
- c) **The original bid documents and one copy of the tender document must be submitted by enclosing them in a sealed envelopes bearing the applicable tender heading and bid reference number, as well as the closing date and time.**
- d) **A briefing session will be held on Monday, 02 March 2026, at 10:00 at meeting room C12, first floor, Tshwane House. Parking is available at 337 Johannes Ramokhoase Street.**
- e) **For transactions below R10 million:**

Bidders will be disqualified if any municipal rates and taxes or municipal service charges that are owed by the bidder or any of its directors or members to the municipality or a municipal entity or to any other municipality or municipal entity, are in arrears for 90 days. In order to verify whether bidders are in areas or not, bidders are required to submit a municipal account or a valid invoice or statement from their landlord. **Failure to submit such evidence will result in automatic disqualification.** Should the bidder be renting a leased property, both the lessor's and the lessee's agreement must be furnished, together with the landlord's municipal account, or the municipal account must be submitted, together with the bid documents. Municipal account requirements are applicable to subcontracting companies and joint ventures. Should the bidder be renting in a trust, it must submit its shareholding certificate, together with the trust's municipal account.

For transactions above R10 million:

Bidders will be disqualified if they do not submit a certificate signed by the bidder which certifies that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is has been overdue for more than 90 days, unless the bidder has attached to the bid document proof of the payment arrangement for the arrears as at the closing date of the submission of bids.

Should the bidder be renting a leased property, both the lessor's and the lessee's agreement must be furnished, together with the landlord's municipal account, or the municipal account must be submitted, together with the bid documents.

Should the bidder be renting a leased property, both the lessor's and the lessee's agreement must be furnished, together with the landlord's municipal account, or the municipal account must be submitted, together with the bid documents.

Municipal account requirements are applicable to subcontracting companies and joint ventures. Should the bidder be renting in a trust, it must submit its shareholding certificate, together with the trust's municipal account.

(Failure to comply with any of the above-mentioned requirements will lead to disqualification.)

Bidders who are in the employ of the State shall automatically be disqualified.

NB: All Bidders must continuously monitor amendments that may be made on TEDA the e Tender and TEDA website for the above bid. TEDA will not be held liable/responsible in the event that Tenderers do not view responses to questions/queries/comments which were posted on the e-Tender portal and TEDA website.

- g) TEDA reserves the right to enter into negotiations with the recommended services provider(s)
- h) Shortlisted bidders may be invited for a presentation.
- i) **Where bidders are joint ventures or consortium etc., this relationship should be disclosed. A consortium agreement should be submitted.**
- j) No service may be rendered without an official order.

Late bids

Bids received late shall not be considered.

Scope of work in summary

The scope of the work will cover the following deliverables:

- **Deliverable 1**
 - Stakeholder Database
 - Stakeholder Management Plan
- **Deliverable 2**
 - Stakeholder Facilitation Plan
 - Successful hosting of a minimum of ten high-impact workshops with a minimum threshold of **70%** of invited participants in attendance

- **Deliverable 3**

- Stakeholder Feedback Report
- Strategic inputs for the Tshwane Water Security Vision 2050
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Method of work

The successful bidder will work closely with the Water Security Task Team. Each deliverable will be prefaced with a working session with the task team members to solicit inputs and guidance, and there will be a debrief after the completion of each deliverable.

The City will provide support with the development of the stakeholder database by availing existing stakeholder contact details and identifying free City venues. The service provider will be responsible for designing and issuing invitations as well as managing RSVPs and registration. The service provider will be responsible for making copies of the draft Tshwane Water Security Vision 2050, which will be made available for the workshops.

The City will also provide a letter of authority to validate the request to engage stakeholders. The City will also avail the required expertise where particular engagements may require such. In the case of political and community engagements, these will be managed through the Office of the Speaker and the Office of the Chief Whip.

The City will supply the outputs produced for Steps 1 to 3.

From the date of appointment, the team has three months to complete the work.

REQUIREMENTS

We are seeking the services of a consulting company that has an established track record in social facilitation in a multicultural and diverse environment with the aim of developing and improving public policy. Engagements must be held in the most predominant languages in Tshwane (Setswana/Sepedi, Afrikaans, English, isiZulu, isiNdebele, Tshivenda and Xitsonga).

Acumen in how to reach out to a representative sample of stakeholders guided by an understanding of levels of influence and interest must be demonstrated.

While the primary skills set is in stakeholder analysis and facilitation, it will be important to have expertise in water resource management and an understanding of the City's water and sanitation landscape.

Functionality criteria: Tshwane Water Security Vision 2050 social facilitation

No	Criteria	Description	Points
1.	Methodology and innovation	Assess the depth, clarity and feasibility of the proposed methodology in engaging a diverse set of stakeholders on water security in a Tshwane context. The methodology should demonstrate a keen understanding of water resource management and traditional and alternative water and sanitation services as well as the linkages with the well-being of the City and its stakeholders.	20
2.	Relevance and track record of client base	Evaluate the proposer's experience with relevant clients, particularly those in social facilitation within water resource management, municipal services, sustainability projects or similar sectors. Consider the diversity, size and relevance of past or existing client projects. Greater experience with similar challenges in urban or water-stressed environments is scored higher. The testimonials must clearly confirm that the services were performed satisfactorily. TEDA reserves the right to verify the authenticity of the testimonials <u>Point allocations</u> 5 reference letters and above: 15 points 4 reference letters: 12 points 3 reference letters: 9 points 2 reference letters: 6 points 1 reference letter: 3 points No submission: 0 points	15
3.	Presence and contribution to Tshwane	Points will be given to companies that are based in Tshwane. <u>Point allocations</u> Tshwane-based: 5 points Outside Tshwane: 0 points	5
4	Local footprint	Points will be given to companies that are based in Tshwane, demonstrating a local footprint, operational capacity and local economic development contribution. Additional consideration for partnerships with local communities, institutions or government departments within Tshwane. <u>Point allocations</u> Tshwane footprint: 10 points No footprint or partnerships in Tshwane: 0 points	10
5.	Environmental and social impact	Evaluate the proposal's contribution to broader environmental sustainability and social development. This includes efforts to minimise ecological damage, promote biodiversity, ensure equitable water access and uplift local communities (especially marginalised groups)	10
6.	Social facilitation and communication	Assess the plan for engaging with stakeholders, such as communities, local businesses, government departments and environmental groups. Proposals should demonstrate an inclusive, transparent and participatory approach to implementation.	40
Total			100

Bidders that scores less than 80 points on functionality will not be evaluated further on Price and BEE.

PRICING SCHEDULE
(Professional Services)

Name of Bidder:..... Bid Number: ...**TEDA BID 01/02/26**

Closing Time: ...**11:00 am**..... Closing Date**11 March 2026**.....

DESCRIPTION:

THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SOCIAL FACILITATION SUPPORT IN THE DEVELOPMENT OF THE CITY OF TSHWANE'S WATER SECURITY VISION 2050 & STRATEGY

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

ITEM NO	DESCRIPTION:	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....
3. Estimated man-days for completion of project

MBD 4

(All claims shall be considered as valid until such time that revised claim is submitted to TEDA)

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, shareholder²):.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? YES / NO
 - 3.8.1 If yes, furnish particulars.
.....

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 municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

(EQUITY OWNERSHIP CLAIMED BY THE SUPPLIER/ SERVICE PROVIDER SHALL REMAIN VALID AND BINDING UNTIL THE REVISED EQUITY OWNERSHIP CLAIM IS SUBMITTED TO THE TEDA)

PURCHASES

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDIs), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000; and
- the 90/10 system for requirements with a Rand value above R50 000 000.

1.2 The value of this bid is estimated to not exceed R50 000 000 and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE

1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS

(a) Historically Disadvantaged Individuals:

(i) who had no franchise in national elections before the 1983 and 1993 Constitutions	...8....
(ii) who is a female	...4.....
(iii) who has a disability	...4.....
(iii) who is a youth (below 35 years of age)	...4.....

(b) Other specific goals (goals of the RDP- plus local manufacture)

(i) N/A
(ii) N/A
(iii) N/A

Total points for Price, HDIs and other RDP-

goals must not exceed

100

PLEASE ATTACH BEE CERTIFICATE

Separate Preference Points Claim Forms will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3.1.2 (b) above.

1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. GENERAL DEFINITIONS

2.1 **“Acceptable bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.

2.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.

2.3 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.

2.4 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

2.5 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state.

2.6 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations 2001.

2.6.1 In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.

2.7 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

2.8 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

2.9 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.

2.10 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen

- (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution); and/or
- (2) who is a female; and/or
- (3) who has a disability;

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;

2.11 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

2.12 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as

demonstrated by an examination of the substance, rather than the form of ownership arrangements.

2.13 **“Person”** includes reference to a juristic person.

2.14 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

2.15 **“Small, Medium and Micro Enterprises (SMMEs)** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

2.16 **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

2.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.

3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ADJUDICATION USING A POINT SYSTEM

- 4.1 The bidder obtaining the highest number of points will be awarded the contract.
- 4.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 4.3 Points scored will be rounded off to 2 decimal places.
- 4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

5. POINTS AWARDED FOR PRICE

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

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

01

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Rand value of bid under consideration

Pmin = Rand value of lowest acceptable bid

6. Points awarded for historically disadvantaged individuals

6.1 In terms of Regulation 13 (2) preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.

6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.

6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.

6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.

6.6 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

7. BID DECLARATION

7.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

8. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.8.

	Ownership	Percentage owned	Points claimed
8.1	Equity ownership by persons who had no franchise in the national elections	8% (Submit BEE Certificate)
8.2	Equity ownership by women	4% (Submit ID document)
8.3	Equity ownership by disabled persons*	4% (Submit Disability Certificate)
8.4	Equity ownership by Youth	4% (Submit ID document)

*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)

9. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

a) If yes, indicate:

i) What percentage of the contract will be subcontracted %

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the subcontractor.....

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

10. DECLARATION WITH REGARD TO EQUITY

10.1 Name of firm :

10.2 VAT registration number :

10.3 Company registration number :

10.4 TYPE OF FIRM

- Partnership
- One person business/sole trader
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

10.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

10.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

10.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

10.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status				% of business / enterprise owned
				No franchise prior to elections	Women	Disabled	Youth	

*Indicate YES or NO

10.9 Consortium / Joint Venture

10.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the HDI member

10.10 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.

- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

1.

.....
SIGNATURE(S)OF BIDDER(S)

2.

DATE.....

ADDRESS.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

(All claims shall be considered as valid until such time that revised claim is submitted to TEDA)

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

(All claims shall be considered as valid until such time that revised claim is submitted to TEDA)

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security

8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. **Application** 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

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

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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

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

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

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

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

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

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

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

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

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

(b) a cashier's or certified cheque

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

8. **Inspections, tests and analyses** 8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

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

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

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

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

10. Delivery 10.1 Delivery of the goods shall be made by the supplier in accordance with **and documents** the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

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

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

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

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

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

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

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

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. **Payment** 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
 - 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
 - 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
 - 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. **Prices** 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. **Contract** 18.1 No variation in or modification of the terms of the contract shall be **amendments** made except by written amendment signed by the parties concerned.
19. **Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. **Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. **Delays in the** 21.1 Delivery of the goods and performance of services shall be made by **supplier's** the supplier in accordance with the time schedule prescribed by the **performance** purchaser in the contract.
 - 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
 - 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
 - 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination

- 23.1 The purchaser, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and (iv) the reasons for the restriction.

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

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or

rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

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

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

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

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

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of 28.1 Except in cases of criminal negligence or willful misconduct, and in liability the case of infringement pursuant to Clause 6;

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

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

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

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

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

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

32.2 A local supplier shall be entirely responsible for all t fees, etc., incurred until delivery of the contr: purchaser.

32.3 No contract shall be concluded with any bidder whos in order. Prior to the award of a bid the Dep possession of a tax clearance certificate, submitted certificate must be an original issued by the Sou Services.

33. National Industrial Participation Programme (NIP) 33.1 The NIP Programme administered by the Dep Industry shall be applicable to all contracts that ai obligation.

Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34 Prohibition of

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