



## UMSHWATHI MUNICIPALITY

### BID DOCUMENT REFERENCE: 2022/23/01

#### BIDS FOR INCLUSION ON THE PANEL OF TARGETED FUND RAISING CONSULTANCY SERVICES

CLOSING TIME	:	12H00
CLOSING DATE	:	Tuesday, 15 November 2022
Bid Document fee (none refundable)	:	R350.00

Bids must be properly received and deposited in the Bid box on or before the closing date and before the closing time. No late Bid offers will be accepted under any circumstances. Bid offers must be submitted in a sealed envelope properly marked in terms of the Bid number and Bid description as indicated above, at the Municipality Office situated at the New Hanover, Main Road Opposite Police Station. No Bid offers will be accepted via facsimile or telegram.

#### SERVICE PROVIDER'S DETAILS:

<b>Name of Service Provider:</b>	
<b>Contact Person:</b>	
<b>E-mail Address:</b>	
<b>Telephone Number:</b>	(       ) Code
<b>Fax Number:</b>	(       ) Code
<b>Physical Address:</b>	
<b>Postal Address:</b>	

**NOTE:**

The Service Provider shall be deemed to have satisfied himself/herself/themselves as to all the conditions and circumstances affecting this Bid, including the physical aspects of working areas, and by the submission of a Bid, will confirm acceptance of the conditions and circumstances applicable to any subsequent contract.

## BID No 2022/23/01

### TARGETED FUND-RAISING CONSULTANCY SERVICES

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## MSHWATHI MUNICIPALITY

### Invitation to Bid

#### PANEL OF TARGETED FUNDRAISING CONSULTANTS

**Bid Number: T2022/23/01**

UMshwathi Municipality wishes to appoint a panel of suitable qualified grant writers and fundraising professionals. Selected service providers will work in conjunction with the municipality to conceptualize, prepare and submit grant proposal to funders, excluding government departments. The appointment shall be entirely at risk.

**Scope of work.** Successful service provider(s) will be expected to work in collaboration with the municipal staff do the following:

- a. Provide strategic advice and support to enable the municipality to secure grant funding and similar funding.
- b. Identification of qualifying grants, subject to the municipality approval.
- c. Identification of latent sources of income.
- d. Work in collaboration with the municipality to research, develop and submit funding proposal.
- e. Work closely with municipality employees on grant application submission
- f. Help in ensuring compliance with grants conditions, after the award.
- g. Project manage the implementation of grant funded project on a turn-key basis subject to service level agreement.
- h. Other related services as considered appropriate by the municipality

**Exclusions.** The following sources of income will not be considered:

- DORA and other provincial government departments already allocated grants
- Capital projects grants from Municipal Infrastructure Grants (MIG)
- Debt collection services
- Proposed grants from foreign sources
- VAT recovery exercise
- Financial Services, project front loading and cost cutting measurers

**There is no compulsory briefing session.** However interested bidders are expected to familiarise themselves with the municipality latest IDP, LED strategy and Annual Report. Technical enquiries may be directed to Mr. Sibusiso Lunga (Senior Manager: Office of the MM) and procurement enquiries may be directed to Mrs. B Ntinga (SCM Manager) on 033 816 6800.

There is no compulsory briefing session to be attended. Bid documents will be available from **27 October 2022** upon payment of a **non-refundable fee of R350.00 or can be Downloaded on the E-Tender Portal.**

**Bid Evaluation:-** Bids will be evaluated using pricing 80/20 points system of the Preferential Procurement Regulations, 2011 and functionality. Criterion for functionality will cover understanding the terms of reference (30); Methodology (25); Project Team (15); Previous experience (15); Local beneficiation (15). **Proposals that fail to achieve minimum score of 70% will be disqualified. The Municipality does not bind itself to accept any tender and reserves the right to apply its discretion in selecting the panel.**

Original and completed tender documents are to be placed in a sealed envelope marked: – **PANEL OF TARGETED FUNDRAISING CONSULTANTS - Bid No. T2022/23/01** and must be deposited in the tender box at the reception situated at **New Hanover Main Offices, no later than 12h00 on Friday, 15 November 2022.** Tenders will be opened in public soon after closure and the bidders' names will be read out. **Late bids will not be accepted.**

**NM Mabaso**  
**Municipal Manager**

**uMSHWATHI MUNICIPALITY**

**STANDARD FORM FOR BIDS**

**BID NO: T2022/23/01**

**Closing Date : Tuesday, 15 November 2022**

**Closing Time : 12:00**

**BIDDERS DETAILS**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED AND SIGNED  
(FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)**

Name of Bidder

\_\_\_\_\_

Postal Address

\_\_\_\_\_

\_\_\_\_\_

Street Address

\_\_\_\_\_ Postal Code

\_\_\_\_\_

\_\_\_\_\_ Postal Code

Telephone Number

Code \_\_\_\_\_ Number \_\_\_\_\_

Cell phone number

\_\_\_\_\_

Facsimile Number

Code \_\_\_\_\_ Number \_\_\_\_\_

Signature of bidder /  
authorised  
representative

\_\_\_\_\_

## MBD 1

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE uMSHWATHI MUNICIPALITY. BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS. ALL LATE BIDS WILL BE RETURNED UNOPENED.**

### BIDDER INFORMATION

BID NUMBER : T2022/23/01

BIDDER : \_\_\_\_\_

### COMMERCIAL BANK ACCOUNT DETAILS

Bank : \_\_\_\_\_

Branch : \_\_\_\_\_

Account No. : \_\_\_\_\_

Name under which account is operated: \_\_\_\_\_

Bank Contact Person : \_\_\_\_\_

### FIRM DETAILS

Name of Contactor / Company / Person: \_\_\_\_\_

Date of Inauguration : \_\_\_\_\_

Registered Address of Firm : \_\_\_\_\_

Vat Registration No. : \_\_\_\_\_

Telephone No. : \_\_\_\_\_

Cell No. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

E-mail address : \_\_\_\_\_

Postal Address : \_\_\_\_\_

\_\_\_\_\_ (Postal Code)

Physical Address : \_\_\_\_\_

\_\_\_\_\_ (Postal Code)

Has An Original And Valid Tax Clearance Certificate Been Submitted  
YES/NO

Has A B-BBEE Status Level Verification Certificate Been Submitted  
YES/NO

IF YES who was it certified by?

An Accounting Officer As Contemplated In The Close Corporation Act (CCA)

☐

A Verification Agency Accredited by the South African Accreditation system (SANAS)

☐

OR

A Registered Auditor

☐

**PLEASE TICK APPLICABLE BOX**

Signature of Bidder :  
(Of person authorised to sign the bid)

\_\_\_\_\_

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

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

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

1. Company registration documents.
2. ID documents of directors/owners/members/shareholders.
3. Original valid TAX/VAT certificate / SARS tax compliance PIN
4. **Proposal containing**
  - o Outlining understanding the terms of reference
  - o Methodology – Project approach outline
  - o Team or company profile
  - o Schedule of experience
  - o CV's of Key personnel
5. Proposal must clearly identify proposed source of funding and intended beneficiaries

Proposal will be evaluated and score as outlined in the functionality section of this tender document.

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

Name:	Signature:
Designation:	Date:

.....

## MBD 2

### TAX CLEARANCE REQUIREMENTS

---

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

- 1 In order to meet the requirements bidders are required to complete in full the attached TCC001 "Application for a Tax Clearance Certificate" (Under Appendix 1) and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax clearance Certificate that will be valid for a period of 1 (one) year from date of approval / issue.
- 3 The original Tax clearance Certificate **must** be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance certificate will not be acceptable.
- 4 In the bids where consortia / joint ventures / sub-bidders are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC001 "Application for a "Tax Clearance Certificate" forms are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za)
- 6 Applications for the Tax Clearance Certificate may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 7 Valid SARS Tax Compliance PIN is acceptable.



## DECLARATION OF INTEREST

(Please circle the applicable answer)

1. No bid will be accepted from persons in the service of the state\*. 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 and/or take an oath declaring his/her interest.

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

3.1 Full Name: \_\_\_\_\_

3.2 Identity Number: \_\_\_\_\_

3.3 Company Registration Number: \_\_\_\_\_

3.4 Tax Reference Number: \_\_\_\_\_

3.5 VAT Registration Number: \_\_\_\_\_

3.6 Are you presently in the service of the state\* **YES / NO**

3.6.1 If so, furnish particulars.

\_\_\_\_\_  
\_\_\_\_\_

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

3.7.1 If so, furnish particulars.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* SCM 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.

3.8 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**

3.8.1 If so, furnish particulars.

---

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

3.9.1 If so, furnish particulars

---

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

3.10.1 If so, furnish particulars.

---

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

3.11.1 If so, furnish particulars.

---

## **CERTIFICATION**

I, \_\_\_\_\_ THE UNDERSIGNED CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
POSITION

\_\_\_\_\_  
NAME OF BIDDER

**CONTRACT FORM**

**PAST EXPERIENCE IN GRANT WRITING FOR THE PAST TEN YEARS**

Bidders must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value and the name of the employer and reference contact details.

**PREVIOUS AND / OR CURRENT PROJECTS UNDERTAKEN**

PROJECT NAME, DESCRIPTION, NAME OF EMPLOYER & REFERENCE CONTACT DETAILS	VALUE OF WORK	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE OF BIDDER**

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of R30 000.00 up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.3.1 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	<b>80</b>
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>
1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution 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. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;

- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, 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;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 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; and
- 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. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

## **5. Points awarded for B-BBEE Status Level of Contribution**

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

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

**(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).**

**8 SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?  
.....%
- (ii) the name of the sub-contractor?  
.....
- (iii) the B-BBEE status level of the sub-contractor?  
.....
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

- 9.1 Name of firm :.....
- 9.2 VAT registration number :.....
- 9.3 Company registration number :.....



9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

.....

Registered Account Number .....

Stand Number .....

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have —
  - (a) disqualify the person from the bidding process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....

.....

SIGNATURE(S) OF BIDDER(S)

2. ....

DATE:.....

ADDRESS:.....

.....

.....

.....

## CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

.....  
.....

DATE: .....

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I **NHLANHLA M. MABASO** in my capacity as a **MUNICIPAL MANAGER** accept your bid under reference number **T2022/23/01** dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	<p>If so, furnish particulars:</p>    		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 consortium<sup>3</sup> 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.
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

---

**PART T1.2: BID DATA**

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**BID No: 2022/23/01**

**TARGETED FUND-RAISING CONSULTANCY SERVICES**

**T1.2 Bid Data**

	<b>Bid Data applicable to this Bid</b>
<b>A</b>	The Employer is uMshwathi Municipality
<b>B</b>	The Employer's agent is: <b>Not Applicable</b>
<b>C</b>	Only those bidders who authorized and experience services providers with necessary expertise
<b>D</b>	No briefing session will be held
<b>E</b>	No alternative bid offers will be considered.
<b>F</b>	Parts of each bid offer communicated on paper shall be submitted as one original.
<b>G</b>	<p>The address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p>Location of Bid box: The offices of uMshwathi Municipality</p> <p>Physical Address: Main Street, New Hanover, 3230</p> <p>Identification Details: <b><u>BID</u></b></p> <p><b>uMshwathi Municipality</b></p> <p><b>Contract No: T2022/23/01</b></p> <p><b>BIDDER'S NAME:</b></p> <p>TARGETED FUND-RAISING CONSULTANCY SERVICES</p>
<b>H</b>	A two-envelope procedure will <b><u>not</u></b> be followed.
<b>I</b>	Closing date and time for the submission of bid offers is: <b>12h00 on Tuesday, 15 November 2022.</b>
<b>J</b>	Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted.

	<b>Bid Data applicable to this Bid</b>
<b>K</b>	<p>The bidder is required to submit with his bid:</p> <ol style="list-style-type: none"> <li>1. a registration certificate of entity bidding;</li> <li>2. a certificate of authority for signatory</li> <li>3. a letter covering any discount offered if applicable;</li> <li>4. an original tax clearance certificate/s; a VAT registration certificate;</li> <li>6 Proof of accreditation / authorisation by Original Equipment Manufacturer as a dealer</li> <li>7 a profile of the bidding entity;</li> <li>8 a B-BBEE status level certificate;</li> </ol>
<b>M</b>	<p>The time and location for the opening of the Bid offers will be at the offices of uMshwathi Municipality directly after Bid closing.</p>
	<p>Responsive bids will first be assessed functionality as set out in the advertisement and in this bid document. Bids that do not achieve the minimum qualifying score for functionality will be disqualified while bids that achieve or surpass the prescribed minimum qualifying score for functionality will be considered further</p>
	<p>Preference points will be claimed in terms of the Preferential Procurement Regulations 2017 of the Preferential Procurement Policy Framework Act No. 5 of 2000. Bidders are required to complete the Preference Form included under the Municipal Requirements section.</p>
	<p>Functionality will be evaluated in terms of functionality, price and preference points.</p>
	<p>Bid offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>a) the bidder submits a certificate of authority for signatory;</li> <li>b) the bidder submits an original valid Tax Clearance Certificate / SARS PIN issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;</li> <li>c) the bidder or any of its directors/shareholders is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>d) the bidder has not: <ol style="list-style-type: none"> <li>i. abused the Employer's Supply Chain Management System; or</li> <li>ii. failed to perform on any previous contract and has been given a written notice to this effect.</li> </ol> </li> <li>e) the bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid</li> </ol>

	<b>Bid Data applicable to this Bid</b>
	<p>process and persons in the employ of the state are permitted to submit bids or participate in the contract;</p> <ul style="list-style-type: none"> <li>f) the bid has completed the declaration of interest schedule,</li> <li>g) the bidder has completed the certificate of independent bid determination.</li> <li>h) the bidder completes the declaration of bidder's past supply chain management practices.</li> <li>i) Where applicable, the bidder or a representative of the bidder attended the bid briefing and such attendance is confirmed through the certificate of attendance.</li> </ul>

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## **PART T2 : RETURNABLE DOCUMENTS**

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## PART T2 : RETURNABLE DOCUMENTS

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**BID No: T2022/23/01**

### TARGETED FUNDRAISING CONSULTANCY SERVICES

#### T2.1: List of returnable documents

Apart from the Schedules 1 to 18 bound into this document, the bidder is required to submit the additional documentation listed below.

Documents	For bid evaluation	Contractual
B-BBEE status level certificate/s	Y	N
Profile of bidding entity	Y	N
Registration certificate of entity bidding	Y	N
SARS PIN / Tax Clearance Certificate	Y	N
Detailed proposal: with proposed project approach methodology	Y	N



## T2.1: List of returnable documents

**BID No: T2022/23/01**

### TARGETED FUNDRAISING CONSULTANCY SERVICES

#### SCHEDULE 1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the bidder by ticking the appropriate box hereunder. The bidder must complete the certificate set out below for the relevant category, and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents to the page provided at the end of this form.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

#### (I) CERTIFICATE FOR COMPANY

I, .....  
chairperson of the Board of Directors  
of .....

hereby confirm, that by resolution of the Board (copy attached) taken on .....

Mr/Ms .....

acting in the capacity of .....  
was authorised to sign all documents in connection with the bid for Contract № 8/2/1552 and any contract resulting from it, on behalf of the company.

Chairman: .....

As Witnesses: 1..... 2.....

Date: .....

#### (II) CERTIFICATE FOR CLOSE CORPORATION

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

.....

hereby authorise Mr/Ms .....

acting in the capacity of .....

to sign all documents in connection with the bid for Contract № 2022/23/01 and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(III). CERTIFICATE FOR PARTNERSHIP

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

.....  
hereby authorise Mr/Ms .....  
acting in the capacity of to sign all documents in connection with the bid for Contract № 2022/23/01 and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this bid in Joint Venture hereby confirm

Mr/Ms .....  
as authorised signatory of the company .....  
acting in the capacity of lead partner .....to sign all documents in connection with the bid for Contract № 8/2/1552 and any contract resulting from it, on our behalf. This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISED SIGNATORIES OF THE PARTNERS TO THE JOINT VENTURE		
		NAME	CAPACITY	SIGNATURE

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner: .....

As Witnesses:

1. ....

2. ....

Date: .....

**REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT**

*Attach Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, to this page.*

**BID No: T2022/23/01**

## **TARGETED FUNDRAISING CONSULTANCY SERVICES**

### **SCHEDULE 2: SARS PIN / TAX CLEARENCE CERTIFICATE (TCC)**

[The bidder's SARS PIN / TCC to be inserted here]

BID No: T2022/23/01

## TARGETED FUNDRAISING CONSULTANCY SERVICES

### SCHEDULE 3: COMPANY PROFILE

(Insert company profile here)

## BID No: T2022/23/01

### TARGETED FUNDRAISING CONSULTANCY SERVICES

#### **SCHEDULE 4: RECORD OF ADDENDA TO BID DOCUMENTS**

It is hereby confirmed that that the following communications amending the bid documents received from the Purchaser/Employer or his representative before the closing date for submission of this bid offer have been taken into account in this bid offer.

ADDENDUM №	DATE	TITLE OR DETAILS

**SIGNED ON BEHALF OF BIDDER:**

.....

**BID No: T2022/23/01**  
**TARGETED FUNDRAISING CONSULTANCY SERVICES**

**SCHEDULE 5: DETAILED PROPOSAL - PROJECT APPROACH METHODOLOGY**

- This schedule will be used for functionality points scoring
- If it is not submitted no functionality points will be awarded, that is , Zero will be awarded

C1.1	Form of Offer and Acceptance.....	41
C1.2	Contract Data .....	44



## TARGETED FUNDRAISING CONSULTANCY SERVICES

### C1.1 Form of Offer and Acceptance

#### C1.1.1 Offer

The Employer, identified in the Acceptance signature on the next pages, has solicited offers to enter into a contract in respect of the supply, delivery of plant and equipment.

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid.

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

**NB.** The municipality reserves the right to award the bid in part or in whole.

Successful service provider will be expected to assist the municipality to prepare and submit the bid at risk. **If funding application if unsuccessful no fees will accrual to the service provider.** It is therefore requested that the bidder indicated the cost for professional fees using pricing structure as indicated below. This is done purely to allow the municipality to compare similar proposal prices on a similar pricing method.

#### EXAMPLE ONLY

Activity Reference	Presumable Grant Received R 2 million	R
<b>A</b>	Packaging and submission of grant funding proposal 5% due upon approval and receipt of funding by the municipality	100 000.00
<b>B</b>	Preparation of tender process for the implementation of grant funding 1%	20 000.00
<b>C</b>	Project management for period of 4 months at 1.25% per month	100 000.00
<b>D</b>	Preparation of the project close-out report including M&E report. 1%	20 000.00
	<b>Estimated project cost</b>	<b>R 240 000.00</b>

**NB: A proposal must contain a firm and detailed pricing schedule, any proposal that fails to comply with this requirement shall not be considered.**

**Sufficient details must be provided for each key activity priced above. NB only funding valued above R500 000 to R 9.5 million will be considered.**

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

For the Bidder: .....

Signature & Name .....

Capacity .....

Address of Bidder .....

.....

.....

Signature and name of witness:

Signature

.....

Name

.....

Date

### **C1.1.2 Acceptance**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Bidder the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract, that is the subject of this Agreement. The terms of the contract, are contained in this bid document which includes this form of Offer and Acceptance. Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the

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

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

For the Employer: .....

Signature & Name

.....

.....

Capacity

Name and address of organisation:

.....

.....

Signature and name of witness:

.....

Signature

.....

Name

.....

Date

## Schedule of Deviations

Notes:

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

- 1 Subject .....  
Details .....
- 2 Subject .....  
Details .....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

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

For the Bidder:

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

Signature

Name

Capacity

Name and address of organisation:

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

For the Employer

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

Name and address of organisation

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

Witnesses

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

Signature

Name

Date

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

## **TARGETED FUNDRAISING CONSULTANCY SERVICES**

### **C1.2 Contract Data**

#### **Part 1: Contract Data provided by the Employer**

## **GENERAL CONDITIONS OF CONTRACT**

### **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 analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
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. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

## **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 goods are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
  - 1.14 "GCC" means the General Conditions of Contract.

- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subbidders) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manager’s Representative” shall mean the Special projects Manager of uMshwathi Municipality.
- 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 “Municipality” shall mean the uMshwathi Municipality.
- 1.20 “Municipal Manager” Or ‘Manager” shall mean the Municipal Manager of uMshwathi Municipality.
- 1.21 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.22 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.23 “Purchaser” means the organization purchasing the goods.
- 1.24 “Republic” means the Republic of South Africa.
- 1.25 “SCC” means the Special Conditions of Contract.
- 1.26 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.27 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.28 “Bidder” shall mean the person or persons undertaking to supply the respective Services specified herein and shall include the legal personal representative, successors and assigns of the Supplier.
- 1.29 “Tort” means in breach of contract.
- 1.30 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

- 1.31 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

## **4. Standards**

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

## **5. Use of contract documents and information inspection**

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent Rights**

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

## **7. Performance security**

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

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or bidder's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or



not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

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

#### **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

## **17. Prices**

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

## **18. Variation orders**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

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

## **22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) If the supplier fails to perform any other obligation(s) under the contract; or
  - (c) If the supplier, in the 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

#### **24. Antidumping and countervailing duties and rights**

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

#### **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

#### **26. Termination for insolvency**

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

#### **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

## **28. Limitation of Liability**

- 28.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.2 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28.3 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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

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

### **33. Transfer of contracts**

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

### **34. Amendment of contracts**

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

### **35. Prohibition of restrictive practices**

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

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

35.3 If a bidder(s) or bidder(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 bidder(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 bidder(s) concerned.

## **TARGETED FUNDRAISING CONSULTANCY SERVICES**

### **C3.4 Description of Services**

#### **1. Background**

UMshwathi is a low revenue-based municipality. Over the years, the municipal has been inundated with unsolicited offers for fund raising services. In light of the municipality willingness to enhance its level of revenue and improve the pace of its service delivery and local economic development, this call for proposals is made.

The RFP seeks to identify qualifying companies to form a panel of targeted fund-raising consultants. Successful bidders will work with the municipality to identify and submit proposal for funding from qualifying sources. The bidder proposal must clearly identify sources of funding where it intends to submit applications on behalf the municipality.

It is envisaged that upon approval of grant/ funding proposal the municipality will assign the respective funding raising consultant to implement the project on a turn-key bases. Subject to the service level agreement that would be entered into between the municipality and respective service provider.

The appointment shall be for a maximum of thirty-six months from the date of appointment. On expiry, a reasonable time may be allowed for processing of already submitted grant proposal.

**Scope of work.** Successful service provider(s) will be expected to work in collaboration with the municipal staff do the following:

- a. Provide strategic advice and support to enable the municipality to secure grant funding.
- b. Identification of qualifying grants, subject to the municipality approval.
- c. Identification of latent sources of income.
- d. Work in collaboration with the municipality to research, develop and submit funding proposal.
- e. Work closely with municipality employees on grant application submission
- f. Assist in ensuring compliance with grants conditions, post the award.
- g. Project manage the implementation of grant funded project on a turn-key basis subject to service level agreement.
- h. Other related services as deemed appropriate by the municipality

**Exclusions.** The following sources of income will not be considered:

- a) DORA and other provincial government departments already allocated grants
- b) Capital projects grants from Municipal Infrastructure Grants (MIG)



- c) Debt collection services
- d) Proposed grants from foreign sources
- e) VAT recovery exercise
- f) Financial services, project front loading and cost cutting measures
- g) Loans to municipalities

#### **Other funding qualifying requirements**

- Targeted source of funding must be above R500 000.
- Beneficiaries may include local community-based organizations

#### **Pricing model**

The cost of preparing, submitting, presenting to municipality and any other related cost shall be covered by bidder. Pricing model for professional and other related services by be clearly outlined.

## **2. Functionality consideration and returnable documents**

Information as listed below must be covered in your proposal:

- a) Your company background, its area of business operation and justification for submitting proposal.
- b) Describe your team members and provide a detailed description of the roles and responsibilities of each of the members
- c) Provide proposed draft of service level agreement.
- d) Provide an assessment of the capacity of the company to deliver the project
- e) Provide the contact details of the company representative
- f) Provide details of the nominated project manager, including a copy of their CV that demonstrates their competence to perform this role.
- g) 5 or more-page slide presentation summarizing the proposal.
- h) Describe the manner in which the project implementation will be planned and managed.  
For instance, if the project will be implemented from different locations, this must be indicated and plan for each location or beneficiaries should be specified.
- i) Provide sufficient details regarding proposed sources of funding.
- j) Provide Valid Company registration, and Tax Clearance Certificates of all consortia members (Compulsory)
- k) Provide copies of BBB EE certificates for all parties

### **2.1 Methodology and approach**

- a) Describe how you understand the project objectives and scope
- b) Describe your approach to achieving the objectives of the Programme outlined above
- c) Set out the core tasks, specific actions, and timelines you will implement to achieve the overall objectives in a project plan
- d) Provide a comprehensive analysis of key dependencies and risks identified with implementation.

## **2.2 Funding identification and proposal submission plan**

- Provide a clear funding sources selection plan
- Provide a description of the proposal quality assurance framework

## **2.3 An analysis of the Deliverables**

Proposals must include a ***description of how***, the following issues will be addressed and actions carried out:

- a) Establishment of Service Level Agreements between the municipality and your company.
- b) Proposed working arrangements: SLA which includes a detailed description of working arrangements, including roles and responsibilities.
- c) Clear Project plan and budgeting:
- d) Clear project implementation plan

## **3. Budget**

Provide a project budget breakdowns

- a) Budgeted grant funding expected if approved
- b) Budgeted own funds to be invested, if any
- c) Budget professional fees
- d) Budgeted project management costs,
- e) Budgeted operational and capital expenses

## - DETERMINING FUNCTIONALITY

### F.3.11.9 Scoring Quality (Functionality)

Points for quality must be entered here by the Bidder based on the following Quality Scorecards. Only Bidders scoring **70%** or more for quality will be considered **eligible to bid**. Bidders must supply supporting information to claims points and complete Returnable Schedules. **Note: \*. Similar work (or project) means fund raising project experience at risk bases. Proposal must demonstrate that basic preliminary work/study has been done.**

#### Score for functionality

#### Criteria: Sound Project Approach Proposal

**All proposal will be subject to the municipal Council approval**

**COMPULSORY:** Proposal must contain a detailed and firm pricing schedule, any submission that fails to comply with this requirement shall not be considered.

Ref	Description	Possible Points
<b>A</b>	<b>Understanding the terms of reference</b>	<b>30</b>
2.1	Provide explanation of Terms of Reference within the context of this request for proposals (project objectives and scope)	5
2.2	Describe revenue sources within a context of rural based local municipality and explaining implications for LED and service delivery.	5
2.3	Describe source of revenue for uMshwathi Municipality indicating latent income identified	5
2.4	Give detailed information regarding latent income identified and feasibility for uMshwathi to secure such funding. Identification of qualifying funding and latent revenue sources must be clear.	10
	Give a detailed budget breakdown (assuming that latent income or grant is secured)	5
	Indicate beneficiaries (NB: beneficiaries can either be the municipality of community based organization of local corporative)	5
<b>B</b>	<b>Methodology</b>	<b>25</b>
2.5	Describe your approach to achieving the project objectives and scope	15
2.6	Given breakdown of available resources and their relevancy in achieving project objectives	10
<b>C</b>	<b>Team or Company Profile</b>	<b>15</b>
2.7	Demonstrate team capacity to perform program activities	5
2.8	Shown link below the methodology described above and available resources	5
2.9	Show a direct link between cash flow and project activities	5
<b>D</b>	<b>Previous experience in similar projects</b>	<b>15</b>
2.10	Provide verifiable details regarding the project (value of the project, role of your company/team, nature of the project and sources of funding)  The following details must be provided for points to be awarded (contact person, proof of the project and value, proof of successful completion of the project). For incomplete project letter of current performance must be provided.) Quoted project must not be older than 10 years. Five points will be allocated per project that meets the requirements based evidence submission requirements.	
<b>E</b>	<b>Presentation to the municipality extended Management Committee (MANCO)</b>	<b>15</b>
2.11	Prepare a presentation slides not exceeding 10 pages summarizing section A to D above and present to municipality extended MANCO. Only qualifying proposal may be invited to present.	

**Note:\*** Only substantive submission will be awarded points. Only qualifying revenue sources, grants will be considered.

Proposals based on non-qualifying revenue sources will be disqualified.

Good submission = 5 points or 100%

Fair = 3 points or 60%

Poor = 1 point or 10% Not covered / irrelevant = 0 point or 0%