

**REQUEST FOR PROPOSAL FOR PANEL OF ELECTRICAL  
ENGINEERING CONSULTANTS FOR A PERIOD OF THREE (3)  
YEARS**

**TENDER NUMBER: 03-2026    MN: 336-2025**

**COMPANY NAME** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT NO.:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**CLOSING DATE: 12-11-2025**

**ISSUED BY:**  
**UMDONI MUNICIPALITY**  
P.O. BOX 19  
SCOTTBURGH  
4180  
TELEPHONE: 039 976 1202  
FAX: 039 976 2194

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



# UMDONI MUNICIPALITY

THE J.E.W.E.L OF THE SOUTH COAST

## RE-INVITATION TO TENDER

### APPOINTMENT OF SERVICE PROVIDERS FOR THE FOLLOWING SERVICES/PROJECTS;

| BID NU & MN           | PROJECT                                                                                                                                      | TECHNICAL ISSUES                                                                                                                                                                                                                                                                    | Minimum points | Validity Period | START DATE | CLOSING DATE                  |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------|------------|-------------------------------|
| 03/2026<br>MN336/2025 | PROPOSAL FOR PANEL OF ELECTRICAL ENGINEERING CONSULTANTS FOR THE PERIOD OF THREE (3) YEARS                                                   | Mr S Xului: PMU - Manager<br>Email: <a href="mailto:sandilex@umdoni.gov.za">sandilex@umdoni.gov.za</a><br>Tell: 084 409 2017<br>SCM ISSUES<br>Mr D Nyathi: SCM Manager<br>Email: <a href="mailto:davidn@umdoni.gov.za">davidn@umdoni.gov.za</a><br>Tell: 039 976 1202               | 70 %           | 120 days        | 29-10-2025 | 12-11-2025<br><br>At 12:00 pm |
| 04/2026<br>MN337/2025 | EXPRESSION ON INTEREST FOR THE MANAGEMENT OF OUTDOOR ADVERTISING SERVICES AVAILABLE ON BEHALF OF UMDONI MUNICIPALITY FOR A PERIOD OF 3 YEARS | Mr M Khanyile: Building Control - Manager<br>Email: <a href="mailto:mondlik@umdoni.gov.za">mondlik@umdoni.gov.za</a><br>Tell: 082 360 8527<br>SCM ISSUES<br>Mr D Nyathi: SCM Manager<br>Email: <a href="mailto:davidn@umdoni.gov.za">davidn@umdoni.gov.za</a><br>Tell: 039 976 1202 | 70%            | 120 days        | 29-10-2025 | 12-11-2025<br><br>At 12:00 pm |

**MANDATORY DOCUMENTS TO BE SUBMITTED, FAILURE TO DO SO WILL LEAD TO THE TENDER BEING REGARDED AS NON-RESPONSIVE.**

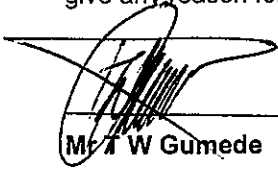
Tender documents will be available in the Etender Publication Portal which can be obtained through the following website: [www.etenders.gov.za](http://www.etenders.gov.za) from the **29 OCTOBER 2025**.

**Umdoni Local Municipality subscribes to the Preferential Procurement Policy Framework Act, 2000, (Act No.5 of 2000).**

Bid documents, clearly marked with bid name and bid number must be deposited in the tender box inside the reception area of UMDONI MUNICIPALITY situated at Cnr of Bram Fischer and Williamson Street, Scottburgh, where bids will be opened in public. The name and address of the bidder must be clearly written on the sealed envelope containing the bid. Umdoni Municipality will not take responsibility for documents delivered or collected via courier services. Bids shall be valid for a period of **120 days** after

closing date. Late bids or Bids received by way of facsimile or e-mail will under no circumstances be considered.

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

  
\_\_\_\_\_

Mr. T. W. Gumede

Acting MUNICIPAL MANAGER

## PART T1

### TENDERING PROCEDURES

#### T1.1

#### TENDER NOTICE AND INVITATION TO TENDER

### REQUEST FOR PROPOSAL FOR PANEL OF ELECTRICAL ENGINEERING CONSULTANTS FOR A PERIOD OF THREE (3) YEARS

Umdoni Municipality is in the process of compiling a database of credible professional service providers. To this end, tenders are hereby invited from professional service providers in the field of **Electrical Engineering** to be in the database for a period of **three years**. Details of all forms to be filled, proposals to be submitted and procedures to be followed for adjudication in order to qualify for inclusion in the database are contained in the tender document.

Bid documents, clearly marked with bid name and bid number must be deposited **not later than 12:00pm on the 12-11-2025** in the tender box inside the reception area of UMDONI MUNICIPALITY situated at Cnr of Bram Fischer and Williamson Street, Scottburgh, KwaZulu Natal, 4180, South Africa. The name and address of the bidder must be clearly written on the sealed envelope containing the bid. Umdoni Municipality will not take responsibility for documents delivered or collected via courier services. Bids shall be valid for a period of **120 days** after closing date. **Late bids or Bids received by way of facsimile or e-mail will under no circumstances be considered.**

Enquiries of Technical nature should be directed to Mr. S Xulu, Technical Services on 08 409 2017 or sandilex@umdoni.gov.za and Enquiries pertaining to Supply Chain Management should be directed to Mr. D Nyathi, Financial Services on 039 976 1202 or davidn@umdoni.gov.za during office hours.

**Umdoni Municipality subscribes to the Preferential Procurement Policy Framework Act (Act No.5 of 2000). Bidders are to obtain a minimum 70% of the total functionality points.**

**Umdoni Municipality does not bind itself to accept the lowest or any bid, either wholly or in part or give any reason for such action.**

\_\_\_\_\_  
Mr W Gumede  
Acting Municipal Manager  
Umdoni Local Municipality

**T1.2  
TENDER DATA**

**Preamble**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294-2004, Edition 1.

The Standard Conditions of Tender makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

**F.1.1 THE EMPLOYER**

|                 |                           |
|-----------------|---------------------------|
| Employer:       | Umdoni Local Municipality |
| Contact Person: | Mr Sandile Xulu           |
| Tel. No.:       | 084 409 2017              |
| Fax No.:        | 039 976 2194              |
| Email:          | sandilex@umdoni.gov.za    |

**F.1.2 TENDER DOCUMENTS**

The Tender Document issued by the employer comprises:

- (a) The Tender Document:

**THE TENDER**

**Part T1:Tendering Procedures**

- T1.1: Tender Notice and Invitation to Tender
- T1.2: Tender Data

**Part T2:Returnable Documents**

- T2.1: List of Returnable Documents
- T2.2: Returnable Schedules

**THE CONTRACT**

**Part C1:Agreements and Contract Data**

Not applicable.

**Part C2:Pricing Data**

Not Applicable.

**Part C3:Scope of Work**

**Part C4:Site Information**

Not applicable.

**Part C5:Annexures**

Not Applicable.

**F.1.4 THE EMPLOYER'S AGENT**

None.

**F.2.1 ELIGIBILITY**

Only those tenderers who practice in the field of Electrical Engineering will be eligible to submit tenders.

**F.2.7 CLARIFICATION MEETING AND SITE INSPECTION**

None.

**F.2.12 ALTERNATIVE TENDERS**

Not applicable.

**F.2.13 SUBMITTING A TENDER OFFER**

**F.2.13.3** Tender offers shall be submitted as an original only.

**F.2.13.5** Delivery of Tender

The Employer's address for delivery of tender offers and identification details to be shown on each tender offer packages are:

Location of tender box: **Umdoni Local Municipality**

Physical address: **Cnr Bram Fischer & Williamson Street**

Identification details: **Panel of Electrical Engineering Consultants**

**F.2.13.6** A two-envelope procedure will not be followed.

**& F.3.5**

**F.2.15 CLOSING TIME**

The closing time for submission of tender offers is:

Time: 12h00 PM

Date: **12-11-2025**

**F.2.16 TENDER OFFER VALIDITY**

The Tender Offer validity period is 120 days from the closing time for submission of tenders.

**F2.19 INSPECTIONS, TESTS AND ANALYSIS**

Not applicable.

**F.2.22 RETURN OF OTHER TENDER DOCUMENTS**

Not applicable.

## **F.2.23 CERTIFICATES**

The tenderer is required to submit all required certificates and registrations as per the Tender Data, only certificates of company owners appearing on the company registration document will be accepted.

## **F.3.4 OPENING OF TENDER SUBMISSIONS**

Tenders will be opened immediately after the closing time and date.

## **F.3.11 EVALUATION OF TENDER OFFER**

The tender offers will be evaluated on compliance and functionality/quality

The procedure for the evaluation of responsive tenders will be as detailed in the following paragraphs.

### **1. Stage I: Quality**

During Stage I, only functionality/quality will be evaluated based upon the table below and only those scoring 70% and above will be admitted on the 3-year database, with an option to extend within the period of 3 years.

#### **1.1 Documentation**

The minimum number of evaluation points for functionality and quality is 70 points (70%). Tenderers who score less than 70 points in this category will be deemed as non-responsive. Tenderers must obtain the minimum required points per criteria to be eligible to move to the next evaluation stage. Tenderers who score less than the required minimum points per criteria will be deemed non-responsive.

##### **1.1.1 Definitions**

**1.1.1.1 PI Insurance:** The professional Indemnity Insurance carried by professional services provider (PSP) with an amount of R10 000 000 as a minimum. The insurance must remain valid for a period of three years or until the tenderer is removed from the database. In other words, the PSP must keep it active from the date of acceptance into the database until three years or till removed from the database. The tenderer shall provide proof by way of schedule or a letter from the insurers or brokers certifying that the tenderer is covered.

**1.1.1.2 Tax Clearance Certificate:** The Tax Clearance Certificate (TCC) as obtained from the South African Receiver of Revenue (SARS) must be kept valid for the period during which the tenderer remains in the database.

**1.1.1.3 Professional Registration:** A copy of proof of professional registration in the categories of engineer, technologist or technician.

**1.1.1.4 Unregistered:** A person who is not professionally registered will need to submit academic qualifications proving that he/she has an appropriate qualification in the categories reflected. Only certified copies will be acceptable.

**1.1.1.5 Company Registration:** A copy of the company registration showing the names of the directors/members/shareholders and the number of shares owned by directors. In the event

of a CC, it will be the interest of a member.

- 1.1.1.6 Company Profile: A company profile listing, among others, projects which have been undertaken in the past which can also be traced by the employer.

**1.1.2 Conditions associated with granting of points**

The tenderer must submit, as a minimum, copies of certificates and registrations. The employer reserves the right to verify the validity of the PI insurance. Consequently, the contact details of the insurers (or brokers) in the case of PI, should be provided.

**1.2 Approach Methodology and Work Plan Paper**

The Approach Paper must respond to the proposed Scope of Work (Electrification of Households) and outline the proposed approach/methodology. Accordingly, this portion of the Approach Paper should clearly articulate:

- a) the Contract deliverables as understood by the Tenderer;
- b) the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach (for instance, the methods of interpreting available data, carrying out investigation, analyses, and studies; and comparing alternative solutions);
- c) the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them;
- d) the Tenderer's approach to Skills Transfer, with particular reference to what type of skills transfer will take place and who the particular recipients will be; and
- e) the paper must also discuss the quality control measures.

**2.1 Acceptance of Tender offer**

**The tender will only be accepted on condition that:**

- A valid company rates letter/lease agreement/proof of address is attached (not older than 3 months)
- A valid original Pin sheet is included with the tender.
- Latest CSD Registration Summary Report is attached
- Company Registration Certificate (with certified copies of Directors) is attached
- Certified copy of BBBEE certificate/sworn affidavit is attached
- VAT Registration Certificate
- Copy of Professional Indemnity (PI)

*NB: All certified copies to be not older than 6 months.*

| Point Allocation Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Weighting Allocated     |   |                                      |    |                                            |    |                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---|--------------------------------------|----|--------------------------------------------|----|------------------|
| <p><b>Company Experience</b></p> <p><b>Company Experience</b><br/>The evaluation will consider the nature of the reference projects, scope of services provided and Employer/Client references.</p> <p><b>NOTES:</b></p> <ul style="list-style-type: none"> <li>• Appointment Letters and Matching Completion Certificates (or Reference Letters) for each submitted project indicating completion of allocated scope for municipal infrastructure related projects (Electrification of Households)</li> <li>• Each project should be completed within the past 10 years and a minimum of R 10 million</li> <li>• Clear and contactable references are to be included</li> </ul> <p><b>NB: A maximum of 30 points is allocated and a minimum of 24 points is obtainable to proceed to further evaluation criteria</b></p> <table border="1"> <tr> <td>• One to Three projects</td><td>0</td></tr> <tr> <td>• Four projects</td><td>24</td></tr> <tr> <td>• Five projects</td><td>30</td></tr> </table> | • One to Three projects | 0 | • Four projects                      | 24 | • Five projects                            | 30 | <p><b>30</b></p> |
| • One to Three projects                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 0                       |   |                                      |    |                                            |    |                  |
| • Four projects                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 24                      |   |                                      |    |                                            |    |                  |
| • Five projects                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 30                      |   |                                      |    |                                            |    |                  |
| <p><b>Quality Assurance</b></p> <p>The evaluation will consider the submission of a well-structured Quality Control Plan.</p> <p><b>NB: A maximum of 10 points is allocated and a minimum of 8 points is obtainable to proceed to further evaluation criteria</b></p> <table border="1"> <tr> <td>• No Submission</td><td>0</td></tr> <tr> <td>• In-house Quality Management System</td><td>8</td></tr> <tr> <td>• Accredited ISO 9001 - 2015 Certification</td><td>10</td></tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | • No Submission         | 0 | • In-house Quality Management System | 8  | • Accredited ISO 9001 - 2015 Certification | 10 | <p><b>10</b></p> |
| • No Submission                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 0                       |   |                                      |    |                                            |    |                  |
| • In-house Quality Management System                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 8                       |   |                                      |    |                                            |    |                  |
| • Accredited ISO 9001 - 2015 Certification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 10                      |   |                                      |    |                                            |    |                  |
| <p><b>Experience of Key Personnel</b></p> <p>The evaluation will consider the experience, qualifications and professional registration.</p> <p><b>NOTES:</b></p> <ul style="list-style-type: none"> <li>• A signed CV (not more than 3 pages) in the required format below, shall be provided for each key person. This should be attached to this schedule.</li> <li>• Signed CVs and certified copies of qualifications certificates of key personnel to be included</li> <li>• Certified copies of Professional registration certificates of key personnel to be included</li> </ul> <p><b>NB: A maximum of 30 points is allocated, and a minimum of 20 points is obtainable to proceed to further evaluation criteria</b></p>                                                                                                                                                                                                                                                                      | <p><b>30</b></p>        |   |                                      |    |                                            |    |                  |

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|                                                                                                                                                                                                                                                                                                                                                        |    |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------|
| <b>Specialized Resources</b>                                                                                                                                                                                                                                                                                                                           |    |           |
| Lead Engineer/Project Director - A registered professional Electrical engineer /technologist (Pr. Eng/Pr Tech Eng) with the Engineering Council of South Africa (ECSA) with at least 15 (Fifteen) years of verifiable post graduate experience in Electrical Engineering.                                                                              |    | <b>10</b> |
| • No Submission                                                                                                                                                                                                                                                                                                                                        | 0  |           |
| • 5 Years' Relevant Experience                                                                                                                                                                                                                                                                                                                         | 2  |           |
| • 10 Years' Relevant Experience                                                                                                                                                                                                                                                                                                                        | 5  |           |
| • 15 Years' Relevant Experience                                                                                                                                                                                                                                                                                                                        | 10 |           |
| Design Engineer (Electrification of Households) - with at least Bachelor's degree in Electrical Engineering and be a registered professional Electrical engineer/technologist (Pr. Eng/Pr Tech Eng) with the Engineering Council of South Africa (ECSA) with at least 10 (Ten) years of verifiable post graduate experience in Electrical Engineering. |    | <b>10</b> |
| • No Submission                                                                                                                                                                                                                                                                                                                                        | 0  |           |
| • 5 Years' Relevant Experience                                                                                                                                                                                                                                                                                                                         | 5  |           |
| • 10 Years' Relevant Experience                                                                                                                                                                                                                                                                                                                        | 10 |           |
| Design Technician (Electrification of Households)- with at least National Diploma in Electrical Engineering and be a registered professional Electrical Engineering Technician (Pr Techni. Eng.) with the Engineering Council of South Africa (ECSA) with at least 7 (seven) years of verifiable post graduate experience in Electrical Engineering.   |    | <b>10</b> |
| • No Submission                                                                                                                                                                                                                                                                                                                                        | 0  |           |
| • 0 Years' Experience                                                                                                                                                                                                                                                                                                                                  | 2  |           |
| • 4 Years' Experience                                                                                                                                                                                                                                                                                                                                  | 5  |           |
| • 7 Years' Experience                                                                                                                                                                                                                                                                                                                                  | 10 |           |
| <b>Approach Methodology and Work Plan Paper</b>                                                                                                                                                                                                                                                                                                        |    | <b>15</b> |
| This paper must include approach, methodology and work plan covering the whole project lifecycle as contained in the specifications.<br><b>NB: A maximum of 15 points is allocated, and a minimum of 12 points is obtainable to proceed to further evaluation criteria</b>                                                                             | 15 |           |
| No Submission or Method statement provided limited information and is ambiguous                                                                                                                                                                                                                                                                        | 0  |           |
| Method statement provided 70% or more of the required technical and legal information and is unambiguous                                                                                                                                                                                                                                               | 12 |           |
| Method statement met all the technical and legal requirements and is Unambiguous                                                                                                                                                                                                                                                                       | 15 |           |

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| Professional Indemnity (PI)                                                                                                 |    |    |
|-----------------------------------------------------------------------------------------------------------------------------|----|----|
| A Certified copy of PI Insurance is to be included.                                                                         |    | 15 |
| NB: A maximum of 15 points is allocated, and a minimum of 12 points is obtainable to proceed to further evaluation criteria |    |    |
| No Submission                                                                                                               | 0  |    |
| Professional Indemnity value is R10million and above                                                                        | 12 |    |
| Professional Indemnity value is R50million and above                                                                        | 15 |    |

NB: SAQA verification to be attached if the qualification is from abroad

**ANNEXURE A (Forms)**

|                                                                                        |    |
|----------------------------------------------------------------------------------------|----|
| Form: 1 Tax Clearance Certificate and Pin Sheet.....                                   | 12 |
| Form: 2 Record of Addenda to Bid Documents.....                                        | 13 |
| Form: 3 Declaration of Interest (MBD4) .....                                           | 14 |
| Form: 4 Declaration of Bidder's Past Supply Chain Management.....                      | 17 |
| Form: 5 Company Registration Certificates.....                                         | 19 |
| Form: 6 Certificate of Independent Bid Determination.....                              | 20 |
| Form: 7 Preferential Procurement Declaration Affidavit.....                            | 21 |
| Form: 8 Declaration of Interest .....                                                  | 23 |
| Form: 9 Certificate of Attendance at Pre-Bid Site Visit and Clarification Meeting..... | 26 |
| Form: 10 Certificate of Authority for Signatory.....                                   | 27 |
| Form: 11 Municipal Clearance Certificate .....                                         | 28 |
| Form: 12 Proof of Purchasing Tender Document.....                                      | 29 |
| Form: 13 Professional Indemnity Insurance.....                                         | 30 |
| Form 14 Professional registration.....                                                 | 31 |
| Form 15 Registration with council of engineering.....                                  | 32 |
| Form 16 Project Management.....                                                        | 33 |
| Form17 MIG.....                                                                        | 34 |
| Form 18 Company experience.....                                                        | 35 |
| Form 19 B-BBEE.....                                                                    | 36 |
| Form 20 Latest CSD Registration Summary Report.....                                    | 37 |

**TAX CLEARANCE CERTIFICATE AND PIN SHEET**

The tenderer shall attach to this page the **Original Valid Tax Clearance Certificate and Pin Sheet**

*In the event of a joint venture, each member shall comply with the above requirement.*

**SIGNED ON BEHALF OF THE TENDERER: .....**

**RECORD OF ADDENDA TO BID DOCUMENTS**

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this bid offer, amending the bid documents, have been taken into account in this bid offer and is attached hereto.

| ADD.<br>NO. | DATE | TITLE OR DETAILS |
|-------------|------|------------------|
| 1           |      |                  |
| 2           |      |                  |
| 3           |      |                  |
| 4           |      |                  |
| 5           |      |                  |

*Please attach all Addenda hereto*

SIGNATURE: .....

DATE: .....

(Of person authorized to sign on behalf of the bidder)

\_\_\_\_\_

**DECLARATION OF INTEREST (MBD 4)**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
1. 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.

**3 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<sup>2</sup> **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**

1.1.1 If so, furnish particulars. ....

1

<sup>2</sup>\* MSCM Regulations: "in the service of the state" means to be –

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

1.2 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.

.....  
.....

1.3 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

.....  
.....

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

3.10.1If so, furnish particulars.

.....  
.....

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

3.11.1If so, furnish particulars.

.....  
.....

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CERTIFICATION

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**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. wilfully 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   | Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?<br><b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>                                                                                                                       | Yes | No |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                        |     |    |
| 4.2   | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b> | Yes | No |
| 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                                                                                                                                                                                                                                                                                                                                                                                                    | Yes | No |

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|             |                                                                                                                                                                                                                                        |            |           |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|
|             | court of law outside the Republic of South Africa) for fraud or corruption during the past five years?                                                                                                                                 |            |           |
| 4.3.1       | If so, furnish particulars:                                                                                                                                                                                                            |            |           |
|             |                                                                                                                                                                                                                                        |            |           |
| <b>Item</b> | <b>Question</b>                                                                                                                                                                                                                        | <b>Yes</b> | <b>No</b> |
| 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        | No        |
| 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        | No        |
| 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**

---



---

**COMPANY REGISTRATION CERTIFICATE**

The bidder is to affix to this page a copy of Company Registration Certificate (with certified copies of Directors).

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

**MBD 10**

- 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.
- 1 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.
- 2 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.

UMDONI MUNICIPALITY

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.
1. 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

**PREFERENTIAL PROCUREMENT SCHEDULES AND AFFIDAVIT THAT WILL BE  
INCORPORATED INTO THE CONTRACT**

**PREFERENTIAL PROCUREMENT DECLARATION AFFIDAVIT**

**IMPORTANT NOTES:**

1. *Tenderers with annual total revenue of R5 Million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the Broad-Based Black Economic Empowerment Act, and must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency.*
2. *Tenderers other than Exempted Micro Enterprises must submit an Original or certified copy of a Valid B-BBEE status level verification certificate substantiating their B-BBEE rating.*
3. *Submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and be in accordance with notices published by the Department of Trade and Industry in the Government Gazette.*
4. *These certificates must be submitted by each Tenderer and, in the case of a Consortium or Joint Venture, by every member of the Consortium or Joint Venture. Any subcontractor(s) nominated for participation in the contract must also submit these certificates.*
5. *False documents and/or information will invalidate the tender.*
6. *The B-BBEE status level attained by the tenderer must be used to determine the number of points contemplated in the table below.*
7. *The said certificates are essential and vital for the evaluation of the tender, and failure to submit these certificates will prejudice the tender and may invalidate it at the discretion of the Employer.*
8. *The information for registration as in the possession of the UMDONI LOCAL MUNICIPALITY will apply.*
9. *It is the Tenderer's responsibility to ensure that the details as submitted to the Municipality are correct.*

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the principal, or persons having a kinship with persons employed by the principal, 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 employed by the principal, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

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

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

- 2.1 Are you or any person connected with the bidder, employed by the principal?..... **YES/NO**

- 2.1.2 If so, state particulars.

.....  
 .....

- 2.2 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the principal and who may be involved with the evaluation and or adjudication of this bid?..... **YES/NO**

- 2.2.1 If so, state particulars.

.....  
 .....

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

- 1.1.1 If so, state particulars.

.....  
 .....

**DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE IS CORRECT. I  
ACCEPT THAT THE PRINCIPAL MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL  
CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature    Date

.....

.....  
Position    Name of bidder

.....

.....

.....

.....

**CERTIFICATE OF ATTENDANCE AT PRE-BID SITE VISIT AND CLARRIFICATION  
MEETING**

This is to certify that (Bidder) .....

of (address) .....

..... was presented by the person(s)

Named below:

..... at the compulsory meeting held for  
all bidders at \_\_\_\_\_, Umdoni Municipality for Contract No. \_\_\_\_\_ on \_\_\_\_\_ 2021,  
at 10h00.

I/We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site  
of the works and / or matters incidental to doing the work specified in the bid documents in order  
for me / us to take account of everything necessary when compiling our rates and prices included in  
the bid.

**Particulars of person(s) attending the meeting:**

Name:..... Signature:.....

Capacity:.....

Attendance of the above person(s) at the meeting is confirmed by the employer's representative,  
namely:

Name:..... Signature:.....

Capacity: ..... Date and Time: .....

Municipal stamp

.....

**CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Notes to Bidder:

- 1) The signatory for the bidder shall confirm his/her authority thereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors/partners. Alternatively, this form may be used directly. It is deemed that whoever authorizes the signatory has the capacity to commit the tenderer to enter into contracts.
- 2) In the event that the tenderer is a joint venture, a certificate of authority for signatory is required from all members of the joint venture and the designated lead member shall be clearly identified.

By resolution of the board of directors passed at a meeting held on.....

Mr/Ms \_\_\_\_\_, whose signature appears below, has been duly authorised to sign all documents in connection with the bid for Contract No.

\_\_\_\_\_ Request for Panel of Electrical Engineering Consultants in Umdoni Local Municipality.

and any contract which may arise there from on behalf of (block capitals) .....

SIGNED ON BEHALF OF THE COMPANY: .....

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESS:

SIGNATURE

SIGNATURE

NAME (PRINT)

NAME (PRINT)

UMDONI MUNICIPALITY  
**MUNICIPAL CLEARANCE CERTIFICATE**

The bidder is to affix this page with municipal clearance certificate (not older than 3 months).

**PROOF OF PURCHASING TENDER DOCUMENT**

The bidder is to affix this page with proof of purchasing tender document.

**PROFESSIONAL INDEMNITY INSURANCE**

The bidder is to affix this page with professional indemnity insurance.

**PROFESSIONAL REGISTRATION**

The bidder is to affix this page with professional registration.

**REGISTRATION WITH COUNCIL OF ENGINEERING (CESA)**

The bidder is to affix this page with registration certificate.

**PROJECT MANAGEMENT**

The bidder is to affix this page with approach paper.

**MIG**

The bidder is to affix this page with MIG processes.

**COMPANY EXPERIENCE**

The bidder is to affix this page with appointment letters and reference letters.

**B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE**

The bidder is to affix this page with certified copy of B-BBEE certificate/Affidavit.

**LATEST CSD REGISTRATION SUMMARY REPORT**

The bidder is to affix this page with latest CSD Summary Report.

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

July 2010

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## General Conditions of Contract

### 1. Definitions

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

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the

supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

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

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

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

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a 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 contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or 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

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 contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

**19. Assignment**

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

**20. Subcontracts**

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

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

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination 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 judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

**24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or 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.

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

**28. Limitation of Liability**

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

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of contracts** 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment of contracts** 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices** 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.