



# UMUZIWABANTU LOCAL MUNICIPALITY

**TENDER No.: UMUZ/32/2023**

**HARDING REHABILITATION PROGRAMME: TRANSACTIONAL ADVISORY, SOURCING OF FUNDING AND IMPLEMENTATION OF REHABILITATION & NEW INFRASTRUCTURE PROJECTS ON A TURNKEY STRATEGY**

<b>ISSUED BY:</b>	<b>PREPARED BY:</b>
Supply Chain Management Unit Mr L Ndawonde Private Bag X 1023 Harding 4680 Tel: 039 433 3500 <a href="mailto:lndawonde@umuziwabantu.gov.za">lndawonde@umuziwabantu.gov.za</a>	Technical Services Department Ms N. Madlala Private Bag X 1023 Harding 4680 Tel: 039 433 3500 <a href="mailto:nmadlala@umuziwabantu.gov.za">nmadlala@umuziwabantu.gov.za</a>
<b>NAME OF BIDDER</b>	
<b>FEES OFFER (All Inclusive)</b>	
<b>TEL NUMBER</b>	
<b>FAX NUMBER</b>	

## **TENDER DOCUMENT**

### **VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:**

**BY SUBMITTING THE BID, THE BIDDER UNDERTAKES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING BUT NOT LIMITED TO THE RULES OUTLINED BELOW**

**A bid not complying with the requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.**

**“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act 2022 and related legislation and regulations, in terms of which provision is made for this policy.**

**In this document and other documents referred to but not attached, the following words are synonymous with each other.**

- a. CLIENT, EMPLOYER, UMUZIWABANTU LOCAL MUNICIPALITY, MUNICIPALITY
- b. BID, TENDER AND VARIATIONS THEREOF
- c. JOINT VENTURE / CONSORTIUM
- d. TENDERER, BIDDER, CONTRACTOR

## **FULL DESCRIPTION OF THE TENDER**

UMUZIWABANTU LOCAL MUNICIPALITY would like to appoint a professional service providers registered on the national Central Supplier Database, for the **HARDING REHABILITATION PROGRAMME: TRANSACTIONAL ADVISORY, SOURCING OF FUNDING AND IMPLEMENTATION OF REHABILITATION & NEW INFRASTRUCTURE PROJECTS ON A TURNKEY STRATEGY**

### **1. RULES FOR BIDDING**

**BY SUBMITTING THE BID, THE BIDDER UNDERTAKES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING BUT NOT LIMITED TO THE FOLLOWING RULES:**

2.1 The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.

2.2 All Bidders submitting bids as part of a consortium or joint venture must submit separate central supplier database reports per each company.

2.3 The municipality reserves the right to return late bid submission unopened.

2.4 Bidders may not contact the municipality on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.

2.5 The Bid document must be properly signed by a party having the authority to do so, according to the example of “Authority or Signatory”

2.6 Bidders will be disqualified if Municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality or municipal entity, are in arrears for more than three (03) months.

2.7 All pages of the Bid document must be fully initialized and or signed by Company Director or any authorised personnel.

2.8 If at any time during the project implementation phase the contractor’s **rates** or **prices** are found to be abnormal, irregular and or not market related among other things, the Engineer may after written approval from the Municipality revise them to a practical or market related rate. The amount on the **form of offer** will be considered as the final cost of works.

2.10 Bidders will be disqualified if:

2.10.1 Any bidders who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after a reasonable written notice was given to that bidder that performance was unsatisfactory or appears on the register / database of defaulters.

2.10.2 They are bankrupt or being wound up, are having their affairs administered by the courts,

2.10.3 Have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

2.10.4 Are guilty of misrepresentation in supplying the information required in the document as a condition of participation in the procurement procedure or fail to supply this information;

2.11 The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –

2.11.1 Who is in the service of the state, or;

2.11.2 If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;

2.11.3 Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest?

2.12 Bid offers will be rejected if the bidder or any of his/ her directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector and all bids would be subjected to vetting.

2.13 Failure by the bidder to disclose with the bid submission any form of conflict of interest including disclosure on a person(s) who is in the service of the state or any immediate blood relative in the service of the state will lead to disqualification.

2.14 Bids received by courier services will be considered provided they arrive on time before the due date. Late bids shall neither be accepted nor considered.

2.15 Bidders are advised to fully index and attach a table of contents for their attachments.

2.16 The municipality will accept bid documents delivered via courier companies and by post.

2.17 Tender documents must be submitted in a sealed envelope clearly marked with the project name and number.

2.18 Fully completed and signed tender documents must be deposited into the tender box located at UMUZIWABANTU Local municipality at the entrance of the main building.

2.19 The Municipality is strictly not obliged to appoint the lowest or cheapest bidder.

2.20 For all Technical Inquiries Bidders must in writing contact Ms N Madlala email: [nmadlala@umuziwabantu.gov.za](mailto:nmadlala@umuziwabantu.gov.za) **seven (5) calendar days** before the closing date.



**HARDING REHABILITATION PROGRAMME: TRANSACTIONAL ADVISORY, SOURCING OF FUNDING AND IMPLEMENTATION OF REHABILITATION & NEW INFRASTRUCTURE PROJECTS ON A TURNKEY STRATEGY**

**CONTENTS**

**PART T1: BIDDING PROCEDURES**

T1.1 Notice and Invitation to Bid

T1.2 Bid Data

**PART T2: RETURNABLE DOCUMENTS**

T2.1 Returnable Schedules required for Bid Evaluation Purposes

T2.2 Other Documents required for Bid Evaluation Purposes

T2.3 Returnable Schedules that will be incorporated in the Contract

**THE CONTRACT**

**PART C1: PRICING DATA**

**C1.1 Pricing Instructions**

**C1.2 Pricing Structure**

**PART C2: AGREEMENT AND CONTRACT DATA**

**C2.1 Form of Offer and Acceptance**

# **UMUZIWABANTU LOCAL MUNICIPALITY**

**BID NO. UMUZ-32-2023:**

**HARDING REHABILITATION PROGRAMME:  
TRANSACTIONAL ADVISORY, SOURCING OF FUNDING  
AND IMPLEMENTATION OF REHABILITATION & NEW  
INFRASTRUCTURE PROJECTS ON TURNEY STRATEGY**

**BID INVITATION**



## UMUZIWABANTU LOCAL MUNICIPALITY

### T1: INVITATION FOR BIDS

Umuziwabantu hereby invites Bids from suitable qualified and experienced service provider to provide services to the municipality.

Name	Briefing Session	Tender No	Tender Amount	Closing date
HARDING REHABILITATION PROGRAM: TRANSACTIONAL ADVISORY, SOURCING OF FUNDING AND IMPLEMENTATION OF REHABILITATION & NEW INFRASTRUCTURE PROJECTS ON A TURNEY STRATEGY	16 April 2024 @ 10:00	UMUZ/32/2023	R 500.00	10 May 2024 at 12:00

All Bid documents are obtainable from **08<sup>th</sup> of April to the 12<sup>th</sup> of April 2024 between 09:00 and 15:30 (bid documents need to be reserved prior to the purchase if they will be collected on briefing session day and no documents will be sold on the briefing day)** at the Finance (SCM) offices at the Municipal Buildings, 10 Murchison Street, Harding, 4680. At a non-refundable payment of R500.00. Bid documents can also be downloaded on Municipal website. [www.umuziwabantu.gov.za](http://www.umuziwabantu.gov.za)

**Invalid or non-submission of the following documents will render the Tenderer disqualified, BBBEE points will not be allocated if the Certificate is not submitted**

1. Municipal Rates and Service Charges Statements where the company is located to confirm Municipal rates are not in arrears for more than 90 days or;
2. Attach valid lease agreement if the company is leasing the office space.
3. MBD 1, 4,6.1, 8, 9 all applicable forms included in the document.
4. Attach affidavit if the account is under your parents, siblings, grandparents and you are not paying any Municipal rates

Copy of marriage certificate if Municipal account is under your spouse

5. Joint Venture Agreement if the company has entered into a joint venture and specifying the name of the signatory in the JV.
6. Entity's copy of Registration with the Registrar of Companies, Close Corporation
7. Bidders must be registered on the Central Supplier Database (CSD) attach proof of Registration

The Functionality will comprise of the following based on the criteria indicated in the respective tender returnable: Attach all supporting documentation for the following table.

Criterion	Possible Full Points
Engineering Professional Registration	10



Project Accountant	10
Professional Indemnity	10
Approach Paper	10
Company Experience	20
<b>Total Possible Points</b>	<b>100</b>

Bidders must score a minimum of 60% to pass functionality evaluation.

80/20 Preference Points System of 2022 will be used in Evaluation.

<b>SPECIFIC GOALS</b>	<b>POINTS</b>	<b>Verification Document</b>
<b>SPECIFIC GOALS</b>	<b>POINTS</b>	<b>Verification Document</b>
Companies located within Ugu District Municipality	20	Proof of property address and CK
Companies located within KZN Province	10	Proof of property address and CK
Companies located within RSA	5	Proof of property address and CK
Other	0	
<b>Total points</b>	<b>20</b>	

Bids must be deposited in the bid box at the Finance (SCM) offices at the Municipal Buildings, 10 Murchison Street, Harding, 4680, before closing date and time. Telegraphic, telefax, or faxed bids will not be considered and late bids will not be accepted. All tenders must be valid for 90 days after tender closing.

#### **BID ENQUIRIES**

Bid enquiries are to be addressed to: Mr L Ndawonde (SCM) at telephone number 039 433 3565  
Ms N Madlala (Technical) 039 433 3500

Umuziwabantu Local Municipality is not bound to accept the lowest bid and it reserves the right to accept whole or part of any bid or not to consider any bid not suitably endorsed or to reject any or the entire bid without stating the reasons thereof.

**MR T.P CELE**

**Acting Municipal Manager**

## PART A – MBD 1 INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (UMUZIWABANTU LOCAL MUNICIPALITY)</b>					
BID NUMBER:	UMUZ/32/2023	CLOSING DATE:	10 MAY 2024	CLOSING TIME:	12:00
DESCRIPTION	TRANSACTIONAL ADVISORY, SOURCING OF FUNDING AND IMPLEMENTATION OF REHABILITATION & NEW INFRASTRUCTURE PROJECTS ON A TURNKEY STRATEGY				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE OFFICIAL  
BID BOX SITUATED AT MAIN OFFICE, 10 MURCHISON STREET,  
HARDING, 4680

<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes  <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3 ]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	FINANCE		CONTACT PERSON	Ms. N. Madlala	
CONTACT PERSON	Mr. M.L Ndawonde		TELEPHONE NUMBER	039 433 3500	
TELEPHONE NUMBER	039 433 3565		FACSIMILE NUMBER	039 433 1208	
FACSIMILE NUMBER	039 433 1208		E-MAIL ADDRESS	nmadlala@umuziwabantu.gov.za	
E-MAIL ADDRESS	Indawonde@umuziwabantu.gov.za				

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

**BID NO. UMUZ/32/2023 : HARDING REHABILITATION PROGRAMME: TRANSACTIONAL ADVISORY, SOURCING OF FUNDING AND IMPLEMENTATION OF REHABILITATION & NEW INFRASTRUCTURE PROJECTS ON A TURNKEY STRATEGY**

**CONDITIONS OF THE BID**

**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: Umuziwabantu Local Municipality  
Contact Person: Ms Nonjabulo Madlala  
Tel. No.: 039 433 3543  
Fax No.: 039-433 1208  
Email: [nmadlala@umuziwabantu.gov.za](mailto:nmadlala@umuziwabantu.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: Scope of Work**

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

None.

**F.2.1 ELIGIBILITY**

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

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

The briefing meeting will be held as follows:

Date: 16 April 2024

Day: Tuesday

Time: 10h00

Venue: Umuziwabantu Local Municipality

## **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: **Umuziwabantu Local Municipality**

Physical address: **Umuziwabantu Municipal Offices, Murchison Street, Harding**

Identification details: **BID NO. UMUZ/23/2023 : HARDING REHABILITATION PROGRAMME: TRANSACTIONAL ADVISORY, SOURCING OF FUNDING AND IMPLEMENTATION OF REHABILITATION & NEW INFRASTRUCTURE PROJECTS ON A TURNKEY STRATEGY**

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

## **F.2.15 CLOSING TIME**

The closing time for submission of tender offers is:

Time: 12h00

Date: 10 May 2024

Day: Friday

## **F.2.16 TENDER OFFER VALIDITY**

The Tender Offer validity period 90 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.

## **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 60% and above will be retained for further evaluation on second stage. Only top 10 highest scorers on functionality will be admitted on the 3 years data base.

##### 1.1 Documentation

Valid documents submission	Points allocated	Points Claimed	BEC Score	Verification method
<b>Engineering Professional registration*</b>	<b>10</b>			
Proof of professional Registration as Pr Engineer or Pr Technologist professional registration	10			Certified ECSA of Team Leader/Project Manager (Professional Engineer or Technologist)
Proof of professional Registration as Pr Technician	05			Certified ECSA registration certificate of Team Leader/Project Manager (Professional Technician)
No professional registration	0			Certified ECSA registration certificate
<b>Project Accountant*</b>	<b>10</b>			
B Com Accounting with more than 7 years' experience and above	10			Certified Qualifications and CV
B Com Accounting with 5-7 years' experience	05			Certified Qualifications and CV
B Com Accounting with less than years' experience	02			Certified Qualifications and CV
No submission	0			Certified Qualifications and CV
<b>Professional Indemnity (PI)</b>	<b>10</b>			
Above R5million	10			Copy of a certified PI insurance
Above R 2million up to R5Million	5			Copy of a certified PI insurance
R 2 000 000.00 and less	3			Copy of a certified PI insurance
No PI insurance	0			Copy of a certified PI insurance
<b>Approach Paper</b>	<b>10</b>			
NB: Approach paper to cover all points as outlined under item 1.2 of this document.				
Approach paper covers all subheadings and has adequate information	10			Approach paper accurate information on process of sourcing of funding

Approach paper covers all subheadings but has minimum information	8			Approach paper has all the subheadings but limited information on the process of sourcing funding
Approach paper does not cover all subheadings	5			Approach paper does not have all the required subheadings
No submission	0			No submission
<b>Company Experience</b>	<b>20</b>			
3 or more appointment on Transactional Advisory or sourcing of funding Projects for Municipalities	20			Appointment letters or reference letter of Transactional Advisory or sourcing of funds projects
2 appointments on Transactional Advisory or sourcing of funding Projects for Municipalities	15			Appointment letters or reference letter of Transactional Advisory or sourcing of funds projects
1 appointment on Transactional Advisory or sourcing of funding Projects for Municipalities	10			Appointment letters or reference letter of Transactional Advisory or sourcing of funds projects
<b>Total Points</b>	<b>60</b>			

**PLEASE NOTE:**

- ✓ Bidders are required to provide proof for each of the following, namely company registration, qualifications documents, and reference letters for previously completed projects, failure to do so will render the bid invalid
- ✓ Failure to complete the pre – qualification score card will disqualify your proposal and bidders need to score a minimum of **36 points out of 60 (i.e 60%)** to be eligible

**1.1.1 Definitions**

- 1.1.1.1 PI Insurance: The professional Indemnity Insurance carried by professional services provider (PSP) with an amount of R2 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) or Tax Pin Number 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 certified 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 certified 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 allocation of points

The tenderer must submit, as a minimum, certified copies of certificates and registrations. Only the company profile and PI insurance proof will not need to be certified. However, 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 Paper

The Approach Paper must respond to the proposed Scope of Work (for this purpose it will be assumed that this includes sourcing of funding for, electrification works, power sub stations, roads and stormwater, rehabilitation/new infrastructure, and upgrades to all municipal infrastructure) 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. Stage II

In this stage, all Tenders shall have fresh scores based upon validity of documents submitted. The scoring shall be based firmly on the following criteria:

80/20 Preference Points System of 2022 will be used in Evaluation.

<b>SPECIFIC GOALS</b>	<b>POINTS</b>	<b>Verification Document</b>
<b>SPECIFIC GOALS</b>	<b>POINTS</b>	<b>Verification Document</b>
Companies located within Umuziwabantu Local Municipality	10	Proof of property address and CK
Companies located within Ugu District Municipality	5	Proof of property address and CK
Companies located within KZN	5	Proof of property address and CK
Other	0	
<b>Total points</b>	<b>20</b>	



**UMUZIWABANTU LOCAL MUNICIPALITY**

**BID NO. UMUZ-32-2023:**

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TRANSACTIONAL ADVISORY, SOURCING OF  
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REHABILITATION & NEW INFRASTRUCTURE  
PROJECTS ON TURNEY STRATEGY**

**GENERAL CONDITIONS OF CONTRACT**

## **GENERAL CONDITIONS OF CONTRACT**

### **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

## General Conditions of Contract

1. **Definitions**
  - 1.1 The following terms shall be interpreted as indicated:
  - 1.2 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.3 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.4 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.5 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.6 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.7 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.8. “Database application form” means the application form required by the Umuziwabantu Municipality to be filled in by the successful tenderer, following the award of the contract, for inclusion on the UMUZ database before payment is made.
  - 1.9 “Day” means calendar day.
  - 1.10 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.11 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.12 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
  - 1.13 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.14 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.15 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
  - 1.16 “GCC” means the General Conditions of Contract.
  - 1.17 “Goods” means all of the equipment, machinery, and/or other materials that the

supplier is required to supply to the purchaser under the contract.

- 1.18 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.19 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.20 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.21 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.22 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.23 “Purchaser” means the organization purchasing the goods.
- 1.24 “Republic” means the Republic of South Africa.
- 1.25 “SCC” means the Special Conditions of Contract.
- 1.26 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.27 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.28 “Tort” means in breach of contract.
- 1.29 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.30 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission

of a bid. Where applicable a nonrefundable fee for documents may be charged.

- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or documents any specification, plan, drawing, pattern, sample, or **and** information furnished by or on behalf of the purchaser in **information** connection therewith, to any person other than a person **inspection** 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**
- 7.1 Within thirty (30) days of receipt of the notification of **security** 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.
- 16.5. Payment will only be made if the supplier has filled in and submitted the necessary database application form to the satisfaction of the Chief Financial Officer.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
- 18. Variation orders**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all sub-contracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties,



in which case the extension shall be ratified by the parties by amendment of contract.

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

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

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

**22. Penalties**

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

**23. Termination 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.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control

over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (a) the name and address of the supplier and / or person restricted by the purchaser;
  - (b) the date of commencement of the restriction;
  - (c) the period of restriction; and
  - (d) the reasons for the restriction.

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

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

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| <b>24. Anti-dumping and countervailing duties and rights</b> | 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. |
| <b>25. Force majeure</b>                                     | 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.   |
| <b>26. Termination for insolvency</b>                        | 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.  |
| <b>27. Settlement of disputes</b>                            | 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.

**BID NO. UMUZ-32-2023:**

**HARDING REHABILITATION PROGRAMME:  
TRANSACTIONAL ADVISORY, SOURCING OF FUNDING  
AND IMPLEMENTATION OF REHABILITATION/NEW  
INFRASTRUCTURE PROJECTS ON A TURNKEY  
STRATEGY**

**SCOPE OF WORK**

## UMUZIWABANTU LOCAL MUNICIPALITY

### **BID NO. UMUZ/32/2023: HARDING REHABILITATION PROGRAMME: TRANSACTIONAL ADVISORY, SOURCING OF FUNDING AND IMPLEMENTATION OF REHABILITATION/NEW INFRASTRUCTURE PROJECTS ON A TURNKEY STRATEGY**

#### **SCOPE OF WORK**

1. The Municipality is inviting bids from Professional Service Providers to source funding at risk and should the Service Provider be successful, they will be appointed to provide Turnkey services (Transactional advisory, Source Funding, Design, Implement and Commissioning of the Projects)
2. The Municipality will appoint Service Providers at risk in the following categories but **not limited to**:
  - 2.1 Electricity/Electrification Projects
  - 2.2 Civil Engineering Projects
  - 2.3 Local Economic Development and Agricultural Projects
  - 2.4 Integrated Human Settlements Development Projects
  - 2.5 Community Projects
  - 2.6 ICT Projects
  - 2.7 Rehabilitation/New Infrastructure Projects
  - 2.8 Stormwater Management
  - 2.9 Urban renewal/Harding Town rehabilitation/Harding Town Improvement
3. The Municipality will provide direction in terms of Integrated Development Plan as to location of project, the type of project as well as advise the Service Providers of where not to apply for funding (MIG, etc)
4. Shortlisted Service Provider who has a proven track record of sourcing Funding at risk may be invited to present their proposals to the Evaluation Committee. The presentation to cover the following:
  - 4.1 Company Profile
  - 4.2 Types of the Projects undertaken by the company
  - 4.3 Profile of area where the Service Provider assisted in Sourcing Funding
  - 4.4 Motivation as to why the Service Provider should be appointed
5. The Municipality will appoint at risk three Service Providers per Category.
6. The Municipality reserves the right to allow Service Provider appointed in the specific Category to do work in another category in terms of **point 5** above provided there is no duplication.

**UMUZIWABANTU LOCAL MUNICIPALITY**

**BID NO. UMUZ-32-2023:**

**HARDING REHABILILATION PROGRAMME:  
TRANSACTIONAL ADVISORY, SOURCING OF FUNDING  
AND IMPLEMENTATION OF REHABILITATION/NEW  
INFRASTRUCTURE PROJECTS ON A TURNKEY  
STRATEGY**

**SPECIAL CONDITIONS OF CONTRACT**

**UMUZIWABANTU LOCAL MUNICIPALITY**  
**BID NO. UMUZ/32/2023: HARDING REHABILITATION PROGRAMME: TRANSACTIONAL ADVISORY, SOURCING OF FUNDING AND IMPLEMENTATION OF REHABILITATION/NEW INFRASTRUCTURE PROJECTS ON A TURNKEY STRATEGY**

**On transactional advisory and sourcing of funding the following will be applicable**

**1. DURATION OF CONTRACT**

The contract is envisaged to subsist for a period of three (3) years from the date of confirmation of appointment of the Service Provider. The contract will be reviewed annually and may be cancelled at any stage based on the performance of the service provider.

**2. PAYMENTS**

All payments will be made to the Consultants within thirty (30) days of receipt of an invoice. All invoices should be submitted by the 10<sup>th</sup> and/or 25<sup>th</sup> of each month.

**3. SERVICE LEVEL AGREEMENT**

3.1 A service level agreement will be entered into with the successful bidder.

3.2 Negotiations in respect of the service level agreement must be finalised within fourteen (14) calendar days of receipt of the letter of acceptance by the successful bidder."

3.3 Service level agreement entered into with the successful bidder will capture the time frames or performance applying to this contract.

3.4 Should no consensus be reached within fourteen (14) calendar days of finalising the Service Level Agreement (SLA), the Municipality will be entitled to:

- i) cancel its acceptance of the bid, or
- ii) extend the negotiation period without prejudice to any of its other rights in terms of this contract or common law.

**4. PRICE**

Description	% of Fees Offered (against total Construction Cost)	Discounted Fees	Total Fees Offered
Business plan compilation, Transactional advisory and successfully sourcing of funds			
Project management fees			
Disbursement			
<b>Total Fees Offered</b>			

**5. BID VALIDITY**

This bid shall not be withdrawn during a period of ninety (90) days from the date on which it is to be lodged and it may be accepted at any time during that period.

**6. BID COMPLIANCE**

The Bid must comply with the following:

- This bid or part thereof may be ceded however the main bidder shall take full responsibility and remain liable of the works.

**7. MEETINGS**

Progress meetings will be held as and when required with the successful bidders.

**8. RETURNABLE DOCUMENTS**

The issued documents must be returned in the form and order in which they were issued to assist the Municipality to expedite adjudication of the bids.

**9. OTHER MATTERS**

Bidders must certify that he/she have no outstanding debts due to the Municipality where the bidder originates and any other Municipality or any service provider.



**UMUZIWABANTU LOCAL MUNICIPALITY**

**BID NO. UMUZ-32-2023:**

**HARDING REHABILITATION PROGRAMME:  
TRANSACTIONAL ADVISORY, SOURCING OF FUNDING  
AND IMPLEMENTATION OF REHABILITATION/NEW  
INFRASTRUCTURE PROJECTS ON A TURNKEY  
STRATEGY**

**FORMS TO BE COMPLETED BY THE BIDDER**

### 3. AUTHORITY TO SIGN

#### 1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I, \_\_\_\_\_, the undersigned, hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_.

OR

1.2. I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

#### 2. COMPANIES AND CLOSE CORPORATIONS

2.1. **If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors**, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, **a resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

#### PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**3. PARTNERSHIP**

We, the undersigned partners in the business trading as \_\_\_\_\_ Hereby authorize Mr/Ms \_\_\_\_\_ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**4. CONSORTIUM**

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. \_\_\_\_\_ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT  
(NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)**

I, \_\_\_\_\_, \_\_\_\_\_ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Umuziwabantu Local Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of \_\_\_\_\_ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

**FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:**

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

**NB:** Please attach certified copy(ies) of ID document(s)  
If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

<b>Signature</b>	<b>Position</b>	<b>Date</b>

<p align="center"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____, on This _____ day of _____ 20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p><b>COMMISSIONER OF OATHS:-</b></p> <p>Position: _____</p> <p>Address: _____</p>	<p align="center"><b>Apply official stamp of authority on this page:</b></p>
---	--

**SCHEDULE A –  
CONFIRMATION OF REGISTRATION OF TENDERER ON UMUZIWABANTU SUPPLIER DATABASE  
AND NATIONAL TREASURY DATABASE**

<b>TENDERER NAME</b>	<b>NATIONAL TREASURY DATABASE REGISTRATION NUMBER</b>

A tenderer who is not registered on the Umuziwabantu Supplier Database and National Treasury Database ( CSD) is not precluded from submitting a tender; however such tenderer must be registered on the database prior to the finalisation of the evaluation of the tender in order for its bid to be considered responsive.

It is the responsibility of a tenderer to ensure that this requirement is complied with. In the case of Joint Ventures and Consortia, this requirement will apply to each party to the Joint Venture or Consortium.

Note:

**TENDERER'S SIGNATURE:** .....

**FORMS TO BE COMPLETED BY THE BIDDER**

**FORM OF ACCEPTANCE**

**DEPARTMENT:** \_\_\_\_\_

**FORM OF BID:** \_\_\_\_\_

**To: Municipal Manager  
Private x1023  
Harding  
4680**

1. I/we hereby bid to supply and deliver the goods as and when ordered by the Umuziwabantu Municipality at prices quoted and/or to render all of any of the services described in the attached documents to the Umuziwabantu Local Municipality on the terms and conditions m and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that: the offer herein shall remain binding upon me/us and open for acceptance by the Umuziwabantu Local Municipality the validity period of 90 days indicated and calculated from the closing time of bid;
  - 2.1 This bid and its acceptance shall be subject to the terms and conditions contained in the Preference Points Claim Form;
  - 2.2 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Council may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Council and I/we will then pay to the Council any additional expense incurred by the Council having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Council shall also have the right to recover such additional expenditure by set-off against monies which may be due to become due to me/us under this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Council may sustain by reasons of my/our default;
  - 2.3 If my/our bid is accepted, the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that the SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
  - 2.4 I/we understand that the Council is not bound to accept the lowest or any bid and also reserves the right to divide the contract between one or more bids;
3. This bid, together with Council’s written acceptance thereof, shall constitute a binding contract between us that this contract or part thereof shall not be ceded;
4. The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose Domicilium citandi et executandi in the Republic at (full address of this place):

\_\_\_\_\_

\_\_\_\_\_

5. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s)

and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

6. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under the agreement as the Principal(s) liable for the due fulfilment of this contract.

7. I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence of judgment which may be pronounced against me/us as a result of such action.

Are you duly authorised to sign the bid?

Has the Declaration of Interest been duly completed and included with the other bid forms?

\*Delete whichever is not applicable

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

CAPACITY AND PARTICULARS OF THE AUTHORITY UNDER WHICH THIS BID IS SIGNED:

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

POSTAL ADDRESS: \_\_\_\_\_

TELEPHONE NUMBERS: \_\_\_\_\_

FACSIMILE NUMBERS: \_\_\_\_\_

BID NUMBER: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_

## ANNEXURE A (Forms)

### ANNEXURE A (Forms)

Form: 1	Certificate of Tax Clearance .....	49
Form: 2	Record Of Addenda to Bid Documents .....	50
Form: 3	Declaration Of Interest (MBD4) .....	51
Form: 4	Prefferential Procurement Regulations 2022 (MBD 6.1) .....	54
Form: 5	Contract Form -Render of Services (Part 1(MBD 7.1) .....	58
Form: 6	Contract Form -Render of Services (Part 2(MBD 7.2) .....	59
Form: 7	Preferential Procurement Declaration Affidavit .....	60
Form: 8	Certificate Of Independent Bid Determination .....	62
Form: 9	Size of Enterprise and Current Workload.....	65
Form: 10	Certificate Of Authority for Signatory .....	66
Form: 11	Municipal Clearance Certificate .....	67
Form: 12	Proof of Purchasing Tender Document .....	68
Form: 13	Professional Indemnity Insurance.....	69
Form 14	Professional registration.....	70
Form 15	Registration with council of engineering.....	71
Form 16	Certificate Of Attendance at Pre-Bid Site Visit and Clarification Meeting .....	72
Form17	Details of Bidding Entity’s Bank.....	73
Form 18	Company experience.....	74
Form 19	Other Business of Intrest.....	75



**CERTIFICATE OF TAX CLEARANCE**

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

*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. NO.	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		

*Please attach all Addenda hereto*

**SIGNATURE:** .....  
(Of person authorized to sign on behalf of the bidder)

**DATE:** .....

**MBD 4  
DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

- 3.1 Full Name of bidder or his or her representative: .....
- 3.2 Identity Number: .....
- 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
- 3.4 Company Registration Number: .....
- 3.5 Tax Reference Number: .....
- 3.6 VAT Registration Number: .....
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state?

YES	NO

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</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.

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months?

YES	NO

3.9.1 If yes, furnish particulars.....  
.....

3.10 Do you have any relationship (close family member, partner or associate) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES	NO

3.10.1 If yes, furnish particulars.  
.....  
.....

3.11 Are you aware of any relationship (close family member, partner or associate) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES	NO

3.11.1 If yes, furnish particulars  
.....  
.....

3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state?

3.12.1 If yes, furnish particulars.  
.....  
.....

YES	NO

3.13 Are any spouse, child or parent of the company’s director’s trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO

3.13.1 If yes, furnish particulars.  
.....  
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES	NO

3.14.1 If yes, furnish particulars:  
.....  
.....

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

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

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

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

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

**1. GENERAL CONDITIONS**

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

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

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

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

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

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

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

**DECLARATION WITH REGARD TO COMPANY/FIRM**

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....



4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

**CONTRACT FORM -RENDERING OF SERVICES**

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

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

1.I hereby undertake to render services described in the attached bidding documents to Umuziwabantu Municipality in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number UMUZ-19-2019 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- Bidding documents, viz
- Invitation to bid;
- Tax clearance certificate or SARS PIN number;
- Pricing schedule(s);
- Filled in task directive/proposal;
- Declaration of interest;
- Declaration of Bidder’s past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;
- General Conditions of Contract; and
- Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<p>WITNESSES</p> <p>.....</p> <p>.....</p>
--

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

I..... in my capacity as.....

accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

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

NAME (PRINT).....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

.....

.....

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_ (Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_ (Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation);
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

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

\_\_\_\_\_  
**SIGNATURE**

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

\_\_\_\_\_  
**POSITION**

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



**FORM 2.1.1 SIZE OF ENTERPRISE AND CURRENT WORKLOAD**

List your current contracts (IF ANY) and obligations [maximum]:

Description	Location	Value (R)	Start date	Duration	Expected completed date

**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. **UMUZ-32-2023: HARDING REHABILITATION PROGRAMME: TRANSACTIONAL ADVISORY, SOURCING OF FUNDING AND IMPLEMENTATION OF REHABILITATION & NEW INFRASTRUCTURE PROJECTS ON A TURNKEY STRATEGY**

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)

**MUNICIPAL CLEARANCE CERTIFICATE**

The bidder is to affix this page with municipal clearance certificate.

**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**

The bidder is to affix this page with registration certificate.

**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 The Library's Activity Room at Umuziwabantu Municipality for Contract No. **UMUZ –32 – 2023 on 16 April 2024; Tuesday starting 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



**DETAILS OF BIDDING ENTITY'S BANK**

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/ We hereby authorise the Employer to approach all or any of the following banks for the purposes of obtaining a financial reference:

<b>DESCRIPTION OF BANK DETAIL</b>	<b>BANK DETAILS APPLICABLE TO BIDDER</b>
Name of bank	
Contact person	
Branch name & code	
Street address	
Bank Telephone number	
Account number	

**COMPANY EXPERIENCE**

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

**PLEASE INDICATE ANY OWNER WHO HAS A CONTROLLING OWNERSHIP INTEREST  
IN ANOTHER BUSINESS**

Name of Owner	Name and Address of Other Business	Position Held	Business Type	% of Ownership

**PARTICULARS OF BIDDER**

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

Name of Bidder: \_\_\_\_\_

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

\_\_\_\_\_

Street Address \_\_\_\_\_

\_\_\_\_\_

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

Cellphone Number \_\_\_\_\_

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

Contact Person \_\_\_\_\_

Company / Enterprise Income Tax  
Reference Number: \_\_\_\_\_

Has a valid Tax Clearance Certificate been attached (MBD2) **NO / YES**

Vat Registration Number \_\_\_\_\_

Company Registration No \_\_\_\_\_

Is the Firm registered or does it have a Business Licence(s): (Tick one box)

YES  NO

If YES, give details and quote relevant Reference numbers and dates  
\_\_\_\_\_

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Are you the accredited Representative in South Africa for the Goods / services offered by you

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, affirms that the information furnished is true and correct

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Duly authorised to sign on behalf of: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

ENQUIRY CONTACT DETAILS

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

MUNICIPALITY: UMUZIWABANTU LOCAL MUNICIPALITY

DEPARTMENT: SUPPLY CHAIN MANAGEMENT AND/OR COMMUNITY SERVICES

CONTACT PERSON: Mr L Ndawonde or Ms N Madlala

TEL: 039 433 3500

EMAIL: [lndawonde@umuziwabantu.gov.za](mailto:lndawonde@umuziwabantu.gov.za) or [nmadlala@umuziwabantu.gov.za](mailto:nmadlala@umuziwabantu.gov.za)

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