



HARRY GWALA DEVELOPMENT AGENCY (PTY) LTD
2011/001221/07

Harry Gwala Farmers
Market, Erf 2226 Portion 27 of the
Farm Ellerton, IXOPO 3276
website www.hgda.co.za

HARRY GWALA DEVELOPMENT AGENCY- INVITATION TO TENDER

ENTERPRISE DEVELOPMENT FUND (EDF- 2024/2025)

SUPPLY AND DELIVERY OF COMMODITIES- GREATER KOKSTAD, DR NKOSAZANA
DLAMINI ZUMA, UBUHLEBEZWE AND UMZIMKHULU LOCAL MUNICIPALITY

BID No: HGDA 0027-2024/25

CLOSING DATE:

CLOSING TIME:

NAME OF BIDDER:

POSTAL ADDRESS:

TELEPHONE NUMBER:

FAX NUMBER:

E- MAIL ADDRESS:

TENDER SUM (ALL INCLUSIVE):

(Prospective Bidders are advised to complete individual amounts on each of the Bill of Quantities in the document with the sum included above and on MBD1)

The bid documents must be clearly marked:

**ENTERPRISE DEVELOPMENT FUND (EDF) –
Supply and delivery of commodities – EDF -2024/2025
(BAKING, MEDIA AND COMMUNICATIONS, OFFICE EQUIPMENT, FENCING, GRASS
CUTTING BLOCK MAKING, CATERING, FARMING AND TOURISTIC PRODUCT
FURNITURE)**

BID NUMBER: HGDA 0027-2024/25

Bid documents must be deposited in the tender box marked “**BUSINESS ENTERPRISE DEVELOPMENT FUND-2024/2025**” - located at the reception area at the Harry Gwala Development Agency, Portion 27 of the Farm Ellerton, Ixopo by not later than **14 April 2025 @ 12h00**. Bidders to attach the following returnable documents to be considered for this bid and must note the applicable conditions:

- Price (s) quoted must be firm and must be inclusive of VAT (MBD3.1)
- All Municipal Bid Documents (MBD) must be completed and returned
- Copy of CSD (Central Supplier Database) summary report (not older than 3 months)
- Copy of company registration documents (compulsory)
- For Joint Venture Agreements, attach the CK's of each of the joint venture members (if applicable)
- Certified ID(s) copies of company director(s)
- Copy of current municipal account for all Director/s and Company (not older than 3 months) or copy of lease agreement from the relevant leasing authority. If the business is operated from the residence of one of the Director/s, an original affidavit, certified, must be submitted stating the address of the premises preferably from your local SAPS office.
- Printed copy of tax clearance certificate accompanied by a pin for further verification.
- Completed and signed Agency Bidding Document attached to the tender document.
- Tenders will be adjudicated in terms of the Council Supply Chain Management Policy responsive to administrative compliance and price. It is therefore compulsory that the HGDA bidding document is used. Harry Gwala Development Agency (HGDA) is not bound to accept the lowest or any quote.

The following conditions will apply:

- Tender validity period – 90days (3 months)
- Price(s) quoted must be firm and must be inclusive of VAT and disbursements
- Your valid tax clearance certificate must be attached

NB: No quotations will be considered from persons in the service of the state or persons who owe rates, services, and taxes to any Municipality for a period longer than 90 days.

TENDER ADVERT



HARRY GWALA DEVELOPMENT AGENCY (HGDA) (Pty) Ltd
2011/001221/07

Harry Gwala Farmers Market, Erf 2226
 Portion 27 of the Farm Ellerton, IXOPO 3276
 Website: www.hgda.co.za

HARRY GWALA DEVELOPMENT AGENCY: INVITATION TO TENDER

The Harry Gwala Development Agency (Pty) Ltd hereby invites suitably qualified, experienced and reputable Service Providers to provide services to the entity. The Bid documents can be downloaded from the Harry Gwala Development Agency (Pty) Ltd website www.hgda.co.za and e-tender portal.

BID NO.	PROJECT DESCRIPTION	COMPULSORY BRIEFING	AVAILABILITY OF TENDER DOCUMENTS	CLOSING DATE	TECHNICAL ENQUIRIES
HGDA 0025-2024/25	Appointment of a service provider to supply, install, automation and maintenance of photocopying machine for a period of 36 months at Harry Gwala Development Agency (Pty) Ltd	None	01 April 2025 on the HGDA website and e-tender portal	29 April 2025 @12h00	Financial Accountant: Mr Y Mdolomba Tel: 068 287 3560
HGDA 0026-2024/25	Supply and delivery of commodities for Women in Business Initiative: (Dental, Laundry, Electrical and Fencing)			14 April 2025 @12h00	LED Manager: Ms Z Mkulisi Tel: 082 308 6833
HGDA 0027-2024/25	Supply and delivery of commodities for Enterprise Development Fund (EDF 2024/25)				

BID SUBMISSION

Sealed Bid Documents with the **Bid Number and description of the bid** endorsed on the envelop with the **bidders details** clearly indicated maybe couriered at least 2 days before closing date to avoid late delivery or be hand delivered and must be deposited in the **TENDER BOX located at the Reception Area, Harry Gwala Development Agency, Farmers Market, Portion 27 of the Farm Ellerton, Erf 2226, Ixopo 3275**, not later than the aforementioned dates where after, bids will be opened in public. The scope of work and bid requirements is stipulated in the bid documents.

The evaluation of bids will be done in the following stages:
 First Stage - Functionality - Second Stage - Price and Specific Goals

Each bidder must score the required minimum score for functionality to be considered for the second stage. The 80/20 Preferential Point system in terms of the 2022 Preferential system will apply and points will be awarded based on the entity's specific goals that is on ownership and RDP goals. (MBD 6.1 must be completed by the tenderer to claim points.) **Ownership = 10 points and RDP = 10 points. The detailed table for specific goals will be on the tender document.**

Harry Gwala Development Agency (Pty) Ltd does not bind itself to accept the lowest or any bid and reserves the right to accept the Bid in whole or part, at the rates quoted.

Late, telegraphic, e-mailed or faxed bids will not be considered.

Tenderers that submit tenders by courier retain the responsibility of ensuring that tender documents submitted are placed in the tender box. This is not the responsibility of the Municipal Entity. Tenders are to adhere to the General Conditions of Contract and the SCM Policy of Harry Gwala Development Agency.



MR LL MAKHAYE

ACTING CHIEF EXECUTIVE OFFICER

Notice Number: 63-24/25

1. INTRODUCTION

The Enterprise Development Fund (EDF) is responsive to the Harry Gwala Development Agency mandate at establishment as an entity of the Harry Gwala District Municipality and expanded on in the:

- i. Growth and Development Strategy (2023.2024) – reviewed annually or as the socio-economic conditions so determine).
- ii. Investment Attraction and Business Retention and Expansion Policy (2023.2024); and
- iii. SMME Enterprise Development Strategy (2023.2024).

Each of which aims at providing a framework to support initiatives aimed at setting up and supporting existing business enterprise within the District Municipality jurisdiction. Focus is placed on proposals that align with priority sectors. Emphasis is on job creation, retention and sustainability.

The Enterprise Development Fund (EDF) is designed to provide funding support to projects focused on investing in economic upliftment, with special emphasis/attention on creating or retaining jobs to achieve business efficiency and sustainability leading to inclusive economic growth in the entirety of the Harry Gwala District Municipality, subject to the funding criteria.

Subsequent to the application phase, verification as part of the selection process was undertaken and approval of applications was done in a staggered approach. The Agency retains the responsibility of procuring items which will subsequently be handed over to approved applicants which will result in the transfer of ownership from the Agency to the approved applicant.

2. REQUIREMENTS

2.1 Background and aim

Tenders are hereby invited for the Supply and delivery of commodities responsive to Phase 3 and 4 of the Enterprise Development Fund – Textile and Manufacturing. It is noted that EDF is being implemented through individual phases within current and possibly outer financial years based on economic sector and funding availability.

2.2 Order and delivery of goods

Goods may only be supplied to the Agency on confirmation of the award. Prompt delivery is important. Prospective service providers **must** ensure adherence to the specifications provided. Any deviation must be recorded, and such deviation must ensure that it meets the minimum specification detailed. All products, before payment is made, will be tested. Where the minimum standard is not met, the item will be returned (opened in original packaging) and no cost will accrue to the Municipality.

2.3 Deliverables and Penalties

The successful bidder will have to deliver the goods within four (4) weeks after the final award. It is imperative that delivery be effected on or before due date in terms of the contract and in the event of the Contractor failing to do so, he / she will be required to pay to the Council a penalty charge equal to 5% of the total outstanding quantities per day. To reduce the risk of no delivery and to confirm that specifications are being met, prospective bidders must submit detailed quotations aligned to BoQ from actual manufacturers or suppliers not older than 3months and must be in the name of the bidder.

2.4 Finance

2.4.1 Unit prices shall remain fixed, all prices must be in South African currency (rand), including VAT. Prices must be firm and will not be subject to any price adjustment due to fluctuations e.g. currency or interest rate.

2.4.2 No residual values will be applicable.

2.4.3 Bid prices must include:

- Discounts offered
- Delivery charges for suppliers outside the region / district (if applicable)

2.4.4 Tenders must be valid for 90days

2.5 SCOPE OF WORK

The summarized scope of work (detailed scope provided for in each of the listed bills of quantities) is as follows:

2.5.1. Supply and Delivery of equipment for various projects within Greater Kokstad Local Municipality

2.5.2. Supply and Delivery for various projects within Dr Nkosazana Dlamini Zuma Local Municipality

2.5.3. Supply and Delivery for various projects within Ubuhlebezwe Local Municipality

2.5.4. Supply and Delivery for various projects within uMzimkhulu Local Municipality

PROJECTS TECHNICAL SPECIFICATION

BILL OF QUANTITIES – VARIOUS PROJECTS IN GREATER KOKSTAD LOCAL MUNICIPALITY					
SUPPLY AND DELIVERY OF EQUIPMENT					
SEQ. NO.	ITEM DESCRIPTION	QUANTITY REQUIRED		UNIT PRICE	TOTAL COST
		Quantity	Unit		
1.	40KG SCALE RECEIPT PRINT <ul style="list-style-type: none"> • Double Screen Display • Two ways to print (Label & Receipt) • Size 370x 130x 360mm • Tabletop or counter scale type 6- MONTHS WARRANTY	1			
2.	20L CAKE MIXER <ul style="list-style-type: none"> • Dimensions – (l)420mm (b)540mm (h)763mm • Capacity: 20Liter • Includes: 1 x whisk attachment, 1 x hook attachment, 1 x spade attachment 220v & 2.2kw 1- YEAR STANDARD WARRANTY	2			
3.	4L BLENDER <ul style="list-style-type: none"> • Include blender base, jug and tamper • 4 Number of Speed Settings • Stainless Steel Blades • Locking System 1-YEAR WARRANTY	2			
4.	POT <ul style="list-style-type: none"> • 21L • Stainless Steel 	2			
5.	GAS BURNER STOVE <ul style="list-style-type: none"> • 2 Plate • Stainless Steel • Black Gas Cooktop • Knob Control 	1			
6.	35L URN <ul style="list-style-type: none"> • Stainless Steel • 6months Warranty 	1			
7.	FD1000 DIGITAL FOOD DEHYDRATOR	4			

	<ul style="list-style-type: none"> • 5 Stackable trays 39cm • 48-hour timer • Automatic Shut Off • Temperature control (35-70 degrees Celsius) 2- YEAR WARRANTY				
8.	20L WATER DISTILLER	1			
	<ul style="list-style-type: none"> • Stainless Steel • 2 Year warranty 				
9.	XA75 CAMCODER	2			
	<ul style="list-style-type: none"> • CMOS sensor • XLR audio Input • 3.5mm LCD Capacitive touchscreen display • OSD metadata recording • UVC support for livestreaming to a computer • Lens Optic include integrated 15x HD zoom 2- YEAR WARRANTY				
10.	ATEM MINI PRO ISO	1			
	<ul style="list-style-type: none"> • Built in streaming engine • HDMI Inputs • USB webcam out • Audio Mixer with EQ & Dynamics 1 - YEAR WARRANTY				
11.	E-IMAGE EH650 5KG PAYLOAD	2			
	<ul style="list-style-type: none"> • 77.5CM-168.5CM Height range • Dual Stage Aluminium legs with 75mm Bowl • Removable telescoping Pan Bar, rubber feet, spikes underneath & Mid-level spreader • Fixed Counterbalance 				
12.	1528KI 5200 LUMENS FULL HD DLP WIRELESS PROJECTOR	1			
	<ul style="list-style-type: none"> • No. of Lamps- 1 with 245 W Lamp power • Interfaces/Ports- USB • Audio Inputs and output • Comes with AC Power Cord, Lens Cap and remote control • Computer compatibility- Windows PC, Mac PC and Google Chrome PC • Colour- White 3- YEAR WARRANTY				

13.	LAPTOP C17 c2000 <ul style="list-style-type: none"> • Windows 11 home • 15.6-inch FHD display • 16GB RAM and 512 GB SSD storage • Intel® Core™ i5-1235U Processor (1.30 GHz base frequency, up to 4.40 GHz with Intel® Turbo Boost Technology, 12 MB cache, 10 cores) • Battery life up to 7 hours • True vision 720p HD camera • Colour – Silver 3-YEAR WARRANTY	3			
14.	LX45 CROSS CUT BLADE PAPER SHREDDER <ul style="list-style-type: none"> • 17L Waste Bin • Dimension- 22cm(L) x 31cm(W) x 40cm(H) • Cutting capacity- 8 paper • Material – Steel • Colour – Black 2 YEAR MACHINE WARRANTY AND 3- YEAR CUTTER WARRANTY	3			
15.	HI BACK-OFFICE CHAIR <ul style="list-style-type: none"> • Frame Material-Metal • Upholstery Material- Leather • Upholstery type- Cushion • Dimensions - 39 cm(W) x 44cm (H) x 39 cm (L) • Chair features wheels • Colour – Black • Gas height adjustment (seat height 	3			
	SUB-TOTAL				
	VAT – 15%				
	DELIVERY				
	TOTAL INCL. DELIVERY AND VAT				

PROJECTS TECHNICAL SPECIFICATION

**BILL OF QUANTITIES – VARIOUS PROJECT IN UBUHLEBEZWE LOCAL MUNICIPALITY
SUPPLY AND DELIVERY OF EQUIPMENT**

SEQ. NO.	ITEM DESCRIPTION	QUANTITY REQUIRED		UNIT PRICE	TOTAL COST
		Quantity	Unit		
1.	<p>GALVANIZED STANDARD HYDRAULIC DOUBLE AXLE TIPPER TRAILER 3TON GVM.</p> <ul style="list-style-type: none"> • Dimensions (1, b) 3m x 1.6m • Axle 1500kg (x2) • Payload 2000kg • Wheels 195.14" • 300mm Solid sides. 900mm Rails covered with mesh. 2mm Lip channel deck. • Tailgate at rear and swing open gate. 100 x 50mm • Rectangular chassis. 100 x 50mm U-channel A-frame. • Round truck LED lights. • Double 60mm Jockey wheel in front. • Spare wheel included 195/14C. 2 x 1500kg Braked axles. • Nose box in front to house hydraulic pump system. Tire action is operated by a 12V hydraulic pump system and cylinder. • Wiring to car requires an operate system. • Temporal permit. 	1			
2.	<p>CHAINSAW</p> <ul style="list-style-type: none"> • Chainsaw 365 • 65,1 cm³: Cylinder displacement • Output Shaft: 3,4 kW <p>STANDARD WARRANTY</p>	1			
3.	<p>BRUSHCUTTER</p> <ul style="list-style-type: none"> • FS 291-L Brush cutter • Auto 46-2 • Displacement 41,6 cm³ • Power 2 kW • Weight 8,1 kg • Cutting circle diameter 420 mm • Tank capacity 750 cm³ <p>1-2 YEAR WARRANTY</p>	1			
4.	<p>580 BTS BLOWER</p> <ul style="list-style-type: none"> • 40 N Max Blow force 	1			

	1-YEAR WARRANTY				
5.	87L DOUBLE DOOR BAR FRIDGE	6			
	<ul style="list-style-type: none"> • White • Energy class - A+ • Interior light • Energy saving • Temperature control 2 YEAR STANDARD WARRANTY				
6.	WINE COOLER	2			
	<ul style="list-style-type: none"> • Colour: Black • Size: 85 1 34 bottles • Product weight: 26 KG • Dimensions 474mm(L)x440mm(W)x840mm(H) • Number of shelves: 6 shelves • Product type: Compressor wine cooler • Number of doors: 1 door • Temperature range: 5-18 C • Appliance placement: Freestanding 2 YEAR WARRANTY				
7.	BED SETS	8			
	<ul style="list-style-type: none"> • 137cm orthopaedic Firm B/set • Bonnel spring matters • Medium density bio pad for comfort • 137cm x 188cm x 62cm • Fabric: High quality knit material on sleeping surface woven material on side border for durability 				
8.	32" HD SMART TV T5300 SERIES 5	08			
	<ul style="list-style-type: none"> • 32" HD Smart TV T5300 Series 5 • Service Guarantee • Size : 80cm (32") 2 YEAR STANDARD WARRANTY				
9.	MOUNTAIN BIKE 29" BLACK/GREY BIYCECLES	08			
	Size: 29" Colour: Black/Grey Product Dimensions: 145cm(L) x 20cm(W) x 76cm(H)				
10.	HELMETS	08			
	Product Dimensions: 380mm(L) x 220mm(W) x 180mm(H)				

11.	30L MICROWAVE <ul style="list-style-type: none"> • Size: 30L • Colour: Silver 2 YEAR WARRANTY	11			
12.	6 BURNER GAS BRAAI <ul style="list-style-type: none"> • Product Weight :45.55 kg • Dimensions: 150cm(L) x 61.2cm(W) x 116.1cm(H): 	1			
13.	DUAL DEEP FRYER <ul style="list-style-type: none"> • 2X6L • Electrical and Gas Usage • Floor Standing Unit • Stainless Steel 6 - MONTHS WARRANTY	1			
14.	INDUSTRIAL TOASTER <ul style="list-style-type: none"> • Flat Plate • Cooking Surface 330X355mm • Stainless Steel • Heat Resisting Handle • Include Drip Cut to catch excess fat • Adjustable Top Plate • 230 Voltage, Power 2.15kw 1 -YEAR WARRANTY	1			
15.	CHAFFING DISH <ul style="list-style-type: none"> • Gold • Round Shape • Roll Top Lid with Window • Stainless Steel with mirror finish • 9L Capacity 	6			
16.	COFFEE MACHINE <ul style="list-style-type: none"> • One Touch • Coffee maker, milk tank, porta filter, set of filters • Colour – Black • Electric • 1360W Power consumption • Adjustable Drip Tray • Thermo Block Heating Element with S.S water pipe heating system 	1			
17.	38 CM WRAPPING MACHINE	1			

	<ul style="list-style-type: none"> • Dimensions: 495mm(L) x 170mm(W) x 751mm(H) • Colour- Silver or Black 				
18.	4 BURNER STOVE	1			
	<ul style="list-style-type: none"> • Stainless Steel • 4 Plate Industrial • Gas Cook top • Folding Boiling Table • Heavy Duty 				
19.	DOUBLE DISPLAY FRIDGE	1			
	<ul style="list-style-type: none"> • 2 Sliding Door • 885L • 8 Shelves (4 per door adjustable) • Shelf Size: 495mmx480mm • Toughened Glasses • LED energy Saving lights • Electronic Temperature control Temperature range 2-8 degrees Celsius				
20.	1 DECK 3 TRAY ELECTRIC BAKING OVEN	1			
	<ul style="list-style-type: none"> • Layer with space for three pans • Power – 220v/380v, 8.4kw • Dimensions – (l)1660mm (b)815mm (h)520mm weight – 125kg • Pan size – 600mm x 400mm including trays 				
21.	TRESTLE TABLE	3			
	<ul style="list-style-type: none"> • Foldable • White/ Black • 1.8m 				
22.	METAL FOLDING CHAIR	3			
	<ul style="list-style-type: none"> • Dimensions: 100cm(L) x 45cm(W) x 4cm(H) 				
23.	ICE MACHINE	1			
	<ul style="list-style-type: none"> • Generate 40KG Ice in 24Hrs • Include Bin • Ice Type- Square • Power 0.35Kw • Ice 2x2cm • Storage Capacity- 16Kg • Water Tank Capacity Plumbe- in 2 YEAR WARRANTY				
24.	20L COMMERCIAL HIGH POWER BLENDER	1			

	<ul style="list-style-type: none"> • Speed Settings • 4500W Power Consumption • Locking System • Power Required – 220 1 YEAR WARRANTY				
25.	15L BARREL SLUSH MACHINE	2			
	<ul style="list-style-type: none"> • Illuminated with LED Lights • Compressor- Embraco • Power Supply – 220V/50Hz • Power Consumption 0.700Kw/3.5A • Refrigerant R290 • Magnetic Drive System • Individual Tank Operation 12- MONTH WARRANTY				
26.	POTATO CHIPPER	1			
	<ul style="list-style-type: none"> • Body material- Aluminium • Blade Material- Iron • Heavy Duty 7x7 				
27.	HEAVY DUTY POTS WITH LID	3			
	<ul style="list-style-type: none"> • Size: 50L • Aluminium • Dimensions: 49cm(L) x 49cm(W) x 106cm(H) 				
	SUB-TOTAL				
	VAT – 15%				
	DELIVERY				
	TOTAL INCL. VAT AND DELIVERY				

PROJECTS TECHNICAL SPECIFICATION

BILL OF QUANTITIES – VARIOUS PROJECTS IN DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY

SUPPLY AND DELIVERY OF EQUIPMENT

SEQ. NO.	ITEM DESCRIPTION	QUANTITY REQUIRED		UNIT PRICE	TOTAL COST
		Quantity	Unit		
1.	<p>1000 LITER CROP SPRAYER</p> <ul style="list-style-type: none"> • 14m Boom Sprayer features a 1000L polyethylene tank and a 14 m boom or arm width. • Dimensions 500.00 cm x 50.00 cm x 500.00cm • 2 -YEAR WARRANTY 	1			
2.	<p>GARDEN TRACTOR RIDEON TS 242D</p> <ul style="list-style-type: none"> • Cutting width- 107 cm • Nose roller- Yes • Anti-scalp wheels • Cylinders- 2 • Dual pedal operation drive • Transmission type: Hydrostatic with Automatic Differential Lock • Power/fuel type – Petrol • Oil filter- Yes <p>2 YEAR STANDARD WARRANTY</p>	1			
3.	<p>143R11 PETROL BRUSHCUTTER</p> <ul style="list-style-type: none"> • Dimensions - Tube diameter - 28 mm (W)(excl. cutting equipment) - 7,6 kg, Tube- 1 483 mm (L) • Grass blade - Multi 275-4 • Trimmer head - T45X M12 Cutting width - 45 cm 	4			

4.	VX160 PETROL LAWNMOWER	1			
	<ul style="list-style-type: none"> • Model: Pacer 160 • Mow Area:1600m² • Engine: Torx VX160 • Displacement: 159cc • Height Settings:11 • Grass box: 48 litres • Cut Width: 460mm • Blade: Bar • Wheel Size: 210-165mm • Chassis: Steel 				
5.	1 DECK 3 TRAY ELECTRIC BAKING OVEN (INCLUDING TRAYS)	1			
	<ul style="list-style-type: none"> • 1 layer with space for three pans • Power – 220v/380v, 8.4kw • Dimensions – (l)1660mm (b)815mm (h)520mm weight – 125kg • Pan size – 600mm x 400mm 2- YEAR WARRANTY				
6.	CAKE STAND MIXER	4			
	<ul style="list-style-type: none"> • Titanium Chef Baker Mixer • Dimensions: 44,5cm H x 35cm W x 53L • Weight: 12,7kg • Power: 1200W Powerful Chef Motor • Capacity of mixing bowl: 7L • +25 Optional Attachments: 				
	SUB-TOTAL				
	VAT – 15%				
	DELIVERY				
	TOTAL INCL. VAT AND DELIVERY				

PROJECTS TECHNICAL SPECIFICATION

BILL OF QUANTITIES – VARIOUS PROJETS IN PROJECTS WITHIN UMZIMKHULU LOCAL MUNICIPALITY					
SUPPLY AND DELIVERY OF EQUIPMENT					
SEQ. NO.	ITEM DESCRIPTION	QUANTITY REQUIRED		UNIT PRICE	TOTAL COST
		Quantity	Unit		
1.	GUM POLES	200			
	<ul style="list-style-type: none"> • CCA H4 75/100 2.4m 				
2.	FARM GATE- DOUBLE	1			
	<ul style="list-style-type: none"> • D/ Mesh Gate • 32x50mm • DBL Leaf 3.0 x 1.8m 				
3.	BARBED WIRE	10			
	<ul style="list-style-type: none"> • IOWA 540m heavy duty • Material: Mild Steel 				
4.	WELDED MESH	10			
	<ul style="list-style-type: none"> • 1830x 100x 50x2/ 2.5mmx30mm 				
5.	WATER TANK	2			
	<ul style="list-style-type: none"> • Horizontal 5 000L Water Tank 				
6.	PETROL WATER PUMP	1			
	<ul style="list-style-type: none"> • Engine type: 4-Stroke, forced air cooled, single cylinder, Petrostart system: Recoil pull start. • Max power: 6.5 Hp @ 3600 rpm • Max suction head: 8 m • Max pump head: 26 m • Inlet and Outlet: 50 mm • Max output: 370 Lt/min • Fuel tank capacity: 3.6 Liter 				
7.	HOSE SUCTION MEDIUM DUTY	2			
	<ul style="list-style-type: none"> • 50 mm/m • Medium duty • IS 755 • Colour: Yellow 				
8.	COMPACT BALL VALVE	2			
	<ul style="list-style-type: none"> • 40mm Compact Ball Valve Threaded 				

9.	BLOCK MAKING MACHINE <ul style="list-style-type: none"> • Single Phase Motor • 6D M140 -2V • 6 Block M140 Block Making 	1			
10.	PAN MIXER <ul style="list-style-type: none"> • 200L PM 220V-200L • Single phase motor 	1			
11.	CEMENT 42.5 <ul style="list-style-type: none"> 50kg cement (Red) 	400			
12	TANK WITH TRAILER (THAT CAN ALSO FIT ON TRACTOR) <ul style="list-style-type: none"> • 2500L polyethylene horizontal water tank • 2.5 Bar centrifugal pump (petrol)-34800lt/h • 5HP petrol engine • 4x50mm Heli flex suction hose with filter • 5mx20mm outlet hose • 10mx50mm lay flat outlet hose • Spray nozzle • All fittings and pipework installed <p>Trailer</p> <ul style="list-style-type: none"> • Double Axle, double brake • 2.x1.8T braked axles • 3500kg braked coupler • 14-inch 6-hole commercial wheels • 5mm U-channel double chassis • 2mm tank base plate • 1.3-ton leg stand 	1			
13.	JERRY CAN <ul style="list-style-type: none"> • Capacity: 20 Liter • Product Weight :3.93 kg • Product Dimensions :35cm(L) x 15.4cm(W) x 47cm(H) • Compressed steel 	14			
14.	BRUSH CUTTERS <ul style="list-style-type: none"> • FS 230 • Displacement 4 0,2 cm³ • Power 1,55 kW • Cutting circle diameter 420 mm 	6			

15.	CHAINSAWS	4			
	<ul style="list-style-type: none"> • MS 382 15-inch chainsaw • Displacement 72,2 cm³ • Power 3,8 kW • Weight 6,2 kg 				
	SUB-TOTAL				
	VAT – 15%				
	DELIVERY				
	TOTAL INCL.VAT AND DELIVERY				

Addendum / Alternatives

This is not an invitation for amendments, deviations or alternatives but should the tenderer desire to make any departures from the provisions of the specifications, he / shall set them out explicitly hereunder.

If a bidder may wish to offer an alternative item this must be formally communicated in the table hereunder. The Agency will not consider any amendment or alternative offer unless the table (alternate offer) has been completed to the satisfaction of the Employer.

I / We herewith propose the alternatives as set out in the table below:

Description Specification	as per	Proposed alternative	Description of alternative

(Notes 1: *Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.*

2 *In the case of a major alternative to any part of the specifications or pricing schedule, a separate condensed specifications document, pricing schedule, etc and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender).*

SIGNATURE ON BEHALF OF TENDERER: _____

PRICING SCHEDULE – COMPULSORY COMPLETION				
ITEM	DESCRIPTION	NUMBER OF ITEMS	SUB-TOTAL	AMOUNT
1.	Supply and Delivery – Various projects in Greater Kokstad Local Municipality			
2.	Supply and Delivery – Various project in Ubuhlebezwe Local Municipality			
3.	Supply and Delivery – Various projects in Dr Nkosazana Dlamini Zuma Local Municipality			
4.	Supply and Delivery – Various projects in Umzimkhulu Local Municipality			
SUB-TOTAL				
ADD 15% VAT				
TOTAL BID PRICE				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
Indicate delivery period in weeks after receiving official order			

3. EVALUATION OF TENDER

First stage – Functionality (Quality)

Bidders are required to demonstrate their ability to undertake the work and provide proof of experience and financial ability to undertake work of this nature.

Bidders are required to score a minimum of 40 points in order to proceed to the second stage.

Bid offers that failing to score the minimum number of points for the first stage shall be rejected. The onus rests with the bidders to supply sufficient information to allow for the proper scoring, evaluation and award of points.

Functionality points shall be awarded in accordance with the following.

Evaluation Criteria	Verification Method	Points
Proof of Experience: Attach an Appointment letter or Purchase order with corresponding reference letter with experience of supply and deliver	2 appointment letter or PO with corresponding reference letters = 40 points 1 appointment letter or PO with corresponding reference letters = 20 points 2 appointment letter or PO = 20 points 1 appointment letter or PO = 10 points 0 appointment letter or PO with corresponding reference letters = 0 points	40
Financial Viability	Bidders must attach a letter of good standing from a registered financial institution = 30 No letter attached =0	30
Total		70

VERY IMPORTANT

IF ANY OF THE ABOVE-MENTIONED DOCUMENTS ARE NOT SUBMITTED OR COMPLETED IN ENTIRELY, THE BIDDER WILL BE DEEMED TO BE NON-RESPONSIVE AND BE DISQUALIFIED

Stage 2 – Price and Preferential Specific Goals

The 80/20 preferential point system will be applied where 80 points will be allocated for price and 20 points for preferential goals as follows:

- Preferential Goal 1
- Preferential Goal 2

PREFERENCE GOAL	80/20	Documents required for verification
GOAL 1 - Ownership – Maximum points	10	
Businesses who are 51% or more owned by black person.	3	ID copy of Director or CSD detailed report Or
Businesses owned less than 51% by black person	1	CIPC Registration Certificate (Companies and Intellectual Property Commission)
Business who are 51% or more owned by black women.	3	ID copy of Director or CSD detailed report Or
Business owned less than 51% by black women	1	CIPC Registration Certificate (Companies and Intellectual Property Commission)
Businesses who are 51% or more owned by black youth.	2	ID copy of Director or CSD detailed report Or
Business owned less than 51% by black youth	1	CIPC Registration Certificate (Companies and Intellectual Property Commission)
Business who are 51% or more owned by disabled person	2	Attach proof from a registered doctor/physician for a bidder to obtain full points
GOAL 2 – RDP – Maximum points	10	
Business falls under the SMME category – EME or QSE	3	Certified copy of B-BEEE Certificate / Sworn Affidavit
Promotion of business located within Harry Gwala Development Agency	3	- Preferred address on detailed CSD Report - Municipal account not older than 90 days for the director. - Lease agreement and affidavit if you are leasing or; - Affidavit if you are residing in rural area
Promotion of business located within KZN province	4	- Preferred address on detailed CSD Report - Municipal account not older than 90 days for the director.
Promotion of business located in South Africa outside KZN Province	1	- Lease agreement and affidavit if you are leasing or; - Affidavit if you are residing in rural area

Each bidder must score the required minimum score for functionality to be considered for the second stage. 80/20 Preferential Point system in terms of the 2022 Preferential system will apply and points will be awarded based on the entity's specific goals that is on ownership and RDP goals.

4. FEATURES REQUIRING SPECIAL ATTENTION

All Annexure to these Terms of Reference that require completion by the bidder must be completed in full and returned with the bid. Failure to do so may disqualify the bid.

5. TERMS AND CONDITIONS OF THE PROPOSAL

Appointment will be made in terms of the Harry Gwala Development Agency's Procurement Policy.

6. NON-APPOINTMENT

The Harry Gwala Development Agency reserves the right not to make an appointment should it find that bidding parties do not meet the specified criteria

7. COMPLETION

Projects will not be paid for unless the required services have been correctly delivered.

8. COURTESY

In dealings with the municipal entity internal structures, the bidder is required to deal with discussions and disputes with deliberate courtesy and understanding, in close liaison with the Harry Gwala Development Agency.

Prior to the commencement of works, the successful bidder shall arrange through the office of the Chief Executive Officer to be introduced to the appropriate Harry Gwala Development Agency structures and to be briefed upon any sensitivities that need to be observed.

9. GENERAL

Tender offers will only be accepted on condition that:

- a. The tender offer is signed by a person authorized to sign on behalf of the Tenderer
- b. A Tenderer who submitted tenders as joint venture has included an acceptable Joint Venture Agreement with his tender.
- c. The Tenderer or any of its principals, directors or managers is not employed by the state or any municipality and municipal entity.
- d. Quotation/ proposal must be on a company letterhead
- e. Bids submitted are to hold good for a period of 90 (ninety) days and must be inclusive of VAT,
- f. The enclosed forms MBD 1, MBD 3.1, MBD 4, MBD 6.1, MBD 8 & MBD 9 must be scrutinized, completed and submitted together with your Bid.
- g. **NB: No Bid will be considered from persons in the service of the state**
- h. Proof of company registration

- i. A valid tax clearance certificate is included with this tender or tax compliance status with the pin.
- j. In case of a bidder owning a property, they must provide a municipal statement confirming status of municipal accounts not older than 3 months (Bidders must not be in arrears for more than 90 days)
- k. In case of a bidder leasing the property, they must attach a lease agreement & letter from landlord stating that rent is up to date. The letter must not be older than 3 months.
- l. In case of the bidder operating in an area that doesn't pay rates, they must attach a sworn affidavit stating that rates are not paid in that area. The affidavit must not be older than 3 months.
- m. If the bidder is staying with parents, spouse or any family relative in an area where rates are paid (an affidavit from the bidder or signed letter from the property owner stating that the bidder is not responsible for municipal accounts must be attached). Affidavit or letter must not be older than 3 months
- n. The Tenderer or any of its principles is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with public sector.
- o. The tenderer has not abused the Employers' Supply Chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect; and
- p. The Employer is satisfied that the Tenderer or any of his principles has not influenced the tender offer and acceptance by the following criteria:
 - Having offered, or promised or given a bribe or other gift remuneration to any person in connection with the obtaining or execution of this Contract.
 - Having acted in fraudulent or corrupt manner in obtaining or executing of this contract.
 - Having approached an officer or employee of the Employer or the Employers' Agent with the objective of influencing the award of a Contract in the Tenders' favor
 - Having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party; and
 - Having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender.

In the event of any of the above, the Harry Gwala Development Agency may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.

The Harry Gwala Development Agency's Supply Chain Management Policy shall apply;

The Municipal Entity does not bind itself to accept the lowest or any Bid and reserves the right to accept the Bid as whole or in part, at the rates quoted

FAILURE TO COMPLY WITH THE ABOVE CONDITIONS IN ALL RESPECTS WILL RESULT IN THE TENDER BEING DEEMED NON-RESPONSIVE. IF THE PRICE OFFERED IS NOT MARKET RELATED, THE HARRY GWALA DEVELOPMENT AGENCY MAY NOT AWARD THE CONTRACT TO THAT TENDERER AND MAY NEGOTIATE FOR MARKET RELATED PRICE WITH THE TENDERER, FAILING WHICH, NEGOTIATE WITH THE NEXT PREFERRED TENDERER OR TENDER MAY BE CANCELLED.

10. DOCUMENTATION

The proposal document submitted must include all the information deemed necessary to evaluate your submission on the bases stipulated in this document. **The additional forms appended to this document must also be included in the submission.**

This document may be detached and re-bound to ensure neatness and to also avoid the risk of accidentally losing of loose sheets. In the process of doing that, please be careful not to lose any of the pages of this document because should that be the case, your proposal may be regarded as incomplete

RELEVANT EXPERIENCE

The Bidder shall enter in the spaces provided below a list of relevant recent experience.

Employer (Name, Tel. No. or Fax No.)	Details of Project (Attach ref letters)	Value of Work (fees)	Year

CERTIFICATE OF AUTHORITY

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

(I) COMPANY	(II) CLOSE CORPORATI ON	(III) PARTNERSHI P	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

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

Chairman: _____

As Witnesses: 1 _____

2 _____

Date: _____

(II) CERTIFICATE FOR CLOSE CORPORATION

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

_____ hereby authorize Mr./Ms _____

acting in the capacity of _____

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

NAME	ADDRESS	SIGNATURE	DATE

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

(III) CERTIFICATE FOR PARTNERSHIP

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

hereby authorize Mr./Ms _____

acting in the capacity of _____

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

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr./Ms

_____, authorized signatory of the company,

_____ acting in the capacity of lead partner,

to sign all documents in connection with the tender offer for Contract No. _____ and any contract resulting from it on our behalf.

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

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

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner: _____

As Witnesses:

1 _____

2. _____

Date: _____

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1. Name of enterprise: _____

Section 2. VAT registration number, if any: _____

Section 3. CIDB registration number, if any: _____

Section 4. Particulars of sole proprietors and partners in partnerships.

Name*	Identity number*	Personal income tax number*

** Complete only if sole proprietor or partnership and attach separate page if more than three partners.*

Section 5. Particulars of companies and close corporations

Company registration number: _____

Close corporation number: _____

Tax reference number: _____

Section 6. Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close

Name of spouse, child or parent	Name of institution, public offices, board or organ of state and position held	Status of service (tick appropriate column)
---------------------------------	--	---

corporation is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Provinces
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following*:

legislature

Public Finance Management Act,
1999 (Act 1 of 1999)

a member of the National
Assembly or the National Council
of Provinces

a member of an accounting authority
of any national or provincial public
entity

a member of the board of directors
of any municipal entity

an employee of Parliament or a
provincial legislature

an official of any municipality or
municipal entity

If any of the above boxes are marked, disclose the following*:

established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

- iii. confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- iv. confirms that I/we am/are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v. confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed: _____ Date: _____

Name: _____ Position: _____

Enterprise name: _____

C: RECORD OF ADDENDUM TO TENDER DOCUMENTS

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

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

SIGNATURE: DATE

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

Returnable Documentation

Compulsory documents to be submitted:

- MBD 1: Invitation to Tender (must be completed and signed)
- Copy tax clearance certificate accompanied by a pin for further verification in the name of the tenderer
- MBD 3.1: Pricing Schedule
- MBD 4: Declaration of Interest
- MBD 6.1: Preferential Specific Goals (Must be completed to claim points)
- MBD 8: Declaration of past Supply Chain Management Practice

- MBD 9: Certificate of Independent Bid
- Proof of company registration (CK or CIPC documentation)
- Certified copies of owner's identity document (Not older than three months)

VERY IMPORTANT:

IF ANY OF THE ABOVEMENTIONED DOCUMENTS ARE NOT SUBMITTED OR COMPLETED IN THEIR ENTIRETY, THE BIDDER WILL BE DEEMED TO BE NON-RESPONSIVE AND DISQUALIFIED

In evaluating and adjudicating the bid the following criteria will be considered:

- a. Compliance with bid requirements
- b. Evaluation of functionality
- c. Value for money
- c. Turn-around time for delivery

**INSTRUCTIONS TO BIDDERS
PUBLICATION REFERENCE:**

In submitting their bid, bidders must respect all instructions, forms, Terms of reference, contract provisions and specifications contained in this bid dossier. Failure to submit a bid containing all the required information and documentation within the deadline specified will lead to the rejection of the bid.

A. SUBMISSION REQUIREMENTS AND SELECTION CRITERIA

Bidders are required to submit the following documents:

- Copy of CSD (Central Supplier Database) summary report;
- Certified copy of company registration documents (compulsory) -for Joint Ventures / Consortiums bidder must attach the CK's of each of the joint venture members;
- Certified ID(s) copies of company director(s)
- Proof that the bidder(s) does not owe rates, services or taxes to any Municipality for a period longer than 90 days -bidders are required to submit their current municipal account for all Director/s and Company (not older than 3 months) or copy of lease agreement from the relevant authority. If the business is operated from the residence of one of the Director/s, an original affidavit, certified, must be submitted stating the address of the premises preferably from your local SAPS office.
- Printed copy of Tax Clearance Certificate accompanied by a pin for further verification.
- Completed and signed Municipal Bidding Document attached to the tender document.

B. SERVICES TO BE PROVIDED

These services required by the Contracting Authority are described in these Terms of Reference/Specification.

C. PARTICIPATING AND SUB-CONTRACTING

- i. Participation in this bid is open to everyone.**
- ii. Bids should be submitted by the same service provider or consortium, which has submitted the proposal based on the above. No change whatsoever in the identity or composition of the bidder is permitted;**
- iii. Short-listed service provider or consortia are allowed to form alliances with any other firms or to sub-contract to each other for the purpose of this contract;**
- iv. Sub-contracting will be allowed, only in so far as it was stated in the initial bid.**
- v. Duplication of bid document is prohibited.

D. CONTENTS OF BID

Bid must comprise of a financial offer and must be submitted with the bid.

E. FINANCIAL OFFER

The financial offer must state the bidder's price in South African Rand for providing the services according to its Technical offer and the bidders offer must be inclusive of vat and any other relevant taxes.

The same person, who signed the corresponding must sign this document.

Prospective bidders are reminded that in this instance the financial offer to be accepted is based on a percentage as per ECSA guidelines.

F. VARIANT SOLUTIONS

Any variant solutions will not be taken into consideration.

G. PERIOD DURING WHICH BID ARE BINDING

Bidders are bound by their bids for 90 days after the deadline for the submission of bids. In exceptional cases, before the period of validity expires, the Contracting Authority may ask bidders to extend the period for a specific number of days, which may not exceed 40.

The successful bidder must maintain its bid for a further 60 days from the date of notification that its bid has been selected for the contract.

H. ADDITIONAL INFORMATION BEFORE THE DEADLINE FOR SUBMISSION OF BIDDERS

The bid dossier should be clear enough to avoid the Contracting Authority from having request additional information during the procedure. If the Contracting Authority, either on own initiative or in response to the request of a short-listed candidate, provides additional information on the bid dossier, such information will be sent in writing to all other bidders at the same time.

Bidders may submit questions in writing to the following address up to 10 days before the deadlines for submission of bids, specifying the **publication reference** and the **contract title**:

Attention: Ms N Malunga
Harry Gwala Development Agency
Portion 27 of the Farm Ellerton
IXOPO
3276
Email: neliswa.malunga@hgda.co.za

Any prospective bidders seeking to arrange individual meetings with either the Contracting Authority during the bid period may be excluded from the bid procedure.

Any clarification of the bid dossier will be communicated simultaneously in writing to all bidders at the latest 7 calendar days before the deadline for submission of bids. No further clarifications will be given after this date.

Visit by individual prospective bidder during the bid period are not permitted other than the site visit for good reasons.

I. SUBMISSION OF BIDS

Bids must be submitted in English such that they are received before the deadline specified by in the letter of invitation to bid.

Any infringement of these rules (e.g. unsealed envelopes) is to be considered a breach of the rules, and will lead to rejection of the bid.

The envelope should carry the following information:

- a) The address for submission of bid indicated above;);
- b) The words "Not to be opened before the bid opening sessions";
- c) The pages of the Technical and Financial offers must be numbered.

J. ALTERATIONS OR WITHDRAWAL OF BIDS

- Bidders may alter or withdraw bids by written notification prior to the deadline for submission of bids. No bid may be altered after this deadline.
- Any such notification of alteration or withdrawal shall be prepared and submitted in accordance with clause (I). The envelope must be marked "Alteration" or "Withdrawal" as appropriate.

K. COSTS FOR PREPARING BIDS

No costs incurred by the bidder in preparing and submitting the bid shall be reimbursable. All such costs shall be borne by the bidder. In particular, if proposed key members were interviewed, all costs shall be borne by the bidder.

L. OWNERSHIP OF BIDS

The Contracting Authority retains ownership in all bid received (this excludes intellectual property for all but the successful bidder) under this tendering procedure. Consequently, bidders have no right to have their bids returned to them.

M. CONFIDENTIALITY

The entire evaluation procedure, from the drawing up of the shortlist to the signature of the contract, is confidential. The Evaluation / Adjudication Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation / Adjudication Committee are bound to secrecy.

The evaluation reports and written records are for official use only and may be communicated to neither the bidders nor to any party other than the Contracting Authority.

N. ETHICS CLAUSES / CORRUPTIVE PRACTICES

- i. Any attempt by a bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation / Adjudication Committee or the Contracting Authority during the process of examining, clarifying, evaluating, comparing and adjudication bid will lead to the rejection of its bid and may result in administrative penalties.
- ii. The bidder must not be affected by any potential conflict of interest.
- iii. The Agency reserves the right to suspend or cancel funding to this project if corrupt practices of any kind are discovered at any stage of the award process or during the implementation of a contract, if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.
- iv. Bids will be rejected, or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Failure to comply with one or more of the ethics clauses may result in the exclusion of the bidder or contractor from other Community contracts and in penalties.

O. DOCUMENTARY EVIDENCE REQUIRED FROM THE SUCCESSFUL BIDDER

The successful bidder will be informed in writing that its bid has been accepted (notification of award). Before the Contracting Authority signs the contract with a Successful bidder, a successful bidder may be requested to provide additional information as deemed necessary by the Contracting Authority.

This evidence or these documents must carry a date, which cannot be more than 180 days in relation to the deadline for the submission of the bidder. In addition, a sworn statement shall be furnished stating that the situations described in these documents have not changed since then.

If the successful bidder fails to provide these documents or is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the bid to another bidder or cancel the bid procedure.

P. SIGNATURE OF CONTRACT(S)

Within 7 days of receipt of the contract already signed by the Contracting Authority, the selected bidder shall sign and date the contract and return it to the Contracting Authority.

Failure of the selected bidder to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, the Contracting Authority may award the bid to another bidder or cancel the bid procedure.

The other candidates will be informed that their bids were not accepted, by means of a standard letter.

Q. CANCELLATION OF THE BIDS PROCEDURE

In the event of cancellation of the bid procedure, bidders will be notified of the cancellation by the Contracting Authority. If the bid procedure is cancelled before the envelopes of any bid has been opened, the unopened and sealed envelopes will be returned to the bidders.

Cancellation may occur when:

- The bid procedure has been unsuccessful, i.e., no qualitatively or financially worthwhile bid has been received or there is no response at all;
- The economic or technical data of the project have been fundamentally altered;
- Exceptional circumstances or *force majeure* render normal performance of the contract impossible;
- All technically compliant bids exceed the financial resources available;

- There have been irregularities in the procedure, in particular where these have prevented fair competition.

In no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a bid even if the Contracting Authority has been advised of the possibility of damages.

The publication of a procurement notice does not commit the Contracting Authority to implement the programme or project announced.

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE HARRY GWALA DEVELOPMENT AGENCY					
BID NUMBER:	HGDA 0027-2024/25	CLOSING DATE:	14 APRIL 2025	CLOSING TIME:	12H00
DESCRIPTION	SUPPLY AND DELIVERY OF COMMODITIES – EDF -2024/2025				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					

Portion 27 of the Farm Ellerton – IXOPO – 3276

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES 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					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Budget and Treasury Office		CONTACT PERSON	Miss Z Mkulisi	
CONTACT PERSON	Ms N Malunga		TELEPHONE NUMBER	082 308 6833	
TELEPHONE NUMBER	083 345 8249		FACSIMILE NUMBER	n/a	
FACSIMILE NUMBER	n/a		E-MAIL ADDRESS	led@hgda.co.za	
E-MAIL ADDRESS	neliswa.malunga@hgda.co.za				

TERMS AND CONDITIONS FOR BIDDING

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS WILL 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:

DECLARATION OF INTEREST

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

- 3.1 Full Name of bidder or his or her representative:.....
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, hareholder²):.....
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number:
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state? YES / NO
- 3.8.1 If yes, furnish particulars.

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

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

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

- 3.9 Have you been in the service of the state for the past twelve months? YES / NO
- 3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.

.....

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

YES / NO

3.11.1 If yes, furnish particulars

.....

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

YES / NO

3.12.1 If yes, furnish particulars.

.....

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

YES / NO

3.13.1 If yes, furnish particulars.

.....

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

YES / NO

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

DECLARATION BY BUSINESS

I/We _____ declare that the above particulars and information furnished to the Harry Gwala Development Agency for the purpose of bidding for the Harry Gwala Development Agency are true in substance and in fact and that I / We fully understand the meaning thereof.

Name _____ Signature _____

Date _____ Designation _____

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).

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

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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.)

Note: the bidder must complete the below table in order to claim points. No points will be awarded if its incomplete.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
GOAL 1 - Ownership – Maximum points	10	
Businesses who are at least 51% owned by black person	3	
Business owned less than 51% owned by black person	1	
Businesses who are at least 51% owned by black women	3	
Business owned less than 51% by black women	1	
Businesses who are at least 51% owned by black youth	2	
Business owned less than 51% by black youth	1	
Business owned more than 51% by disabled person	2	
GOAL 2 – RDP – Maximum points	10	
Promotion of business located within Harry Gwala District Municipality	4	
Business falls under the SMME category – EME or QSE	3	
Promotion of business located within KZN province	3	
Promotion of business located in South Africa outside KZN province	1	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

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.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p> <p>SURNAME AND NAME.....</p> <p>DATE:</p>
--

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>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME) _____ CERTIFY
 THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.
 I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE
 TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;

- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE NATIONAL TREASURY
Republic of South Africa



GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010

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Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the Purchaser and the Service Provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the Service Provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance with the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignee’s 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 Service Provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

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

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but **excluding immovable property**, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, Special Conditions of Contract are also laid down to cover specific Service Provider, services or works.
- 2.3 Where such Special Conditions of Contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the Purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of Contract Document and Information; Inspection

- 5.1 The Service Provider shall not, without the Purchaser prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Service Provider 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 Service Provider 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 Service Provider's performance under the contract if so required by the Employer.
- 5.4 The Service Provider shall permit the Purchaser to inspect the Service Provider records relating to the performance of the Service Provider and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.
- 5.5 The Service Provider 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. Patent Rights

- 6.1 The Service Provider shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the Purchaser.

7. Performance Security

- 7.1 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Service Provider's failure to complete his obligations under the contract.
- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the Employer 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.
- 7.3 The performance security will be discharged by the Purchaser and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider 's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspection, Tests and Analysis

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the

premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Institution or an organization acting on behalf of the Institution.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the Purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the Purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the Service Provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the Service Provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the Service Provider's cost and risk. Should the Service Provider fail to provide the substitute supplies forthwith, the Purchaser may, without giving the Service Provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the Service Provider.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the Purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packaging

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

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

10. Delivery and Documents

- 10.1 Delivery of the goods shall be made by the Service Provider in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the Service Provider are specified in SCC.
- 10.2 Documents to be submitted by the Service Provider are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The Service Provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Service Provider of any warranty obligations under this contract;
 - e) training of the Purchaser's personnel, at the Vendor's plant; and /or
 - f) on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the Service Provider 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 Service Provider for similar services.

14. Spare Parts

- 14.1 Specified in SCC, the Service Provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Service Provider:
- a) such spare parts as the Purchaser may elect to purchase from the Service Provider, provided that this election shall not relieve the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Purchaser shall promptly notify the Service Provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Service Provider shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Purchaser.
- 15.5 If the Service Provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Employer may proceed to take such remedial action as may be necessary, at the Service Provider's risk and expense and without prejudice to

any other rights which the Purchaser may have against the Service Provider under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Service Provider under this contract shall be specified in SCC.
- 16.2 The Service Provider shall furnish the Purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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 Service Provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the Service Provider for goods/works delivered and/or services rendered under the contract shall not vary from prices quoted by the Service Provider in this bid, with an exception of any price adjustments authorized in SCC or Purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontractors

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

21. Delay in Service Provider's Performance

- 21.1 Delivery of the goods/works and/or performance of services shall be made by the Service Provider 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 Service Provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the Service Provider 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 Service Provider's notice, the Purchaser shall evaluate the situation and may at his discretion extend the Service Provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have essential services executed if an emergency arises, the Service Provider's point of supply is not situated at or near the place the supplies are required or the Service Provider's supplies or goods are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the Purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the Service Provider'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 Service Provider .

22. Penalties

- 22.1 Subject to GCC Clause 25, if the Service Provider fails to deliver any or all of the goods/works and/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/works and/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 Service Provider, may terminate this contract in whole or in part:
- a) if the Service Provider 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 Employer pursuant to GCC Clause 21.2;
 - b) if the Service Provider fails to perform any other obligation(s) under the contract; or
 - c) if the Service Provider, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the Purchaser terminates the contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods/works and/or services similar to those undelivered, and the Service Provider shall be liable to the Purchaser for any excess costs for such similar goods/works and/or services. However, the Service Provider 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 Service Provider by prohibiting such Service Provider 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 Service Provider or any person associated with the Service Provider, the Service Provider 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 Service Provider fail to respond within the stipulated fourteen (14) days the Purchaser may regard the intended penalty as not objected against and may impose it on the Service Provider.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the Purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the Service Provider and / or person restricted by the Purchaser.
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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

24. Anti-Dumping and Countervailing Duties and Rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Service Provider 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 as a result of an event of Force Majeure.
- 25.2 If a force majeure situation arises, the Service Provider shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, they shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination on Insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the Purchaser and the Service Provider 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 Service Provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Service Provider any monies due the Service Provider.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- a) the Service Provider 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 Service Provider to pay penalties and/or damages to the Purchaser; and
 - b) the aggregate liability of the Service Provider 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 in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the Service Provider 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 Service Provider 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 Service Provider 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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Programme

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive Practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the Purchaser, has / have engaged in the restrictive practice referred to above, the Purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 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.