EHLANZENI
DISTRICT MUNICIPALITY

TENDER NUMBER EDM/12/2026-27

APPOINTMENT OF A PANEL OF FIVE SERVICE PROVIDERS TO RENDER VARIOUS TRAINING SERVICES FOR A PERIOD OF 36 MONTHS

CLOSING DATE: MONDAY, 31 AUGUST 2026

CLOSING TIME: 12H00

NAME OF TENDERER: _____

CSD REGISTRATION NUMBER: _____

EHLANZENI
DISTRICT MUNICIPALITY

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EHLANZENI
DISTRICT MUNICIPALITY

TENDER NUMBER - EDM/12/2026-27

APPOINTMENT OF A PANEL OF FIVE SERVICE PROVIDERS TO RENDER VARIOUS TRAINING SERVICES FOR A PERIOD OF 36 MONTHS

Tenders are hereby invited from capable and experienced service providers for the above tender.

1. **Only tenderers who have provided the following mandatory information and documents to be used to evaluate the bidder's responsiveness will be considered for further evaluation on functionality:**

1.1 Only service providers that are registered on the Central Supplier Database will be considered for the awarding of this request for quotations and a copy of CSD report not later than three months should be attached.

1.2 Price quoted must be firm, VAT and other taxes inclusive, valid and fixed for duration of the contract.

1.3 No tenders shall be considered from a person/s who are in the service of the state.

1.4 Service providers are required to fully complete the attached MBD forms and submit together with theirwritten tenders.

1.5 Attach a bank account confirmation letter with bank stamp not older than three months accompaniedwith an affidavit confirming the business bank account details - if the banking details are not verified onthe CSD report.

1.6 Attach certified copy of identity documents (ID) of company directors.

1.7 Attach certified copy of the company registration certificate issued by the Companies andIntellectual Property Commission (CIPC).

1.8 Valid SARS pin certificate must be attached.

1.9 Attach verifiable Municipal Account/s not older than three months for both the tenderer and entity owner/s or director/s. In areas where the municipalities are not issuing municipal accounts, attach valid lease agreements or confirmation of residence or address for both the tenderer and entity owner/s or director/s issued by a relevant authority not older than three months.

1.10 Attach a certified copy for valid proof of registration with relevant SETA's or Quality Council for Trades and Occupations (QCTO) accreditation.

1.11 Attach set of reviewed and signed Annual Financial Statements for the past three years or since the company came into existence if not older than three years or if so, required by law to prepare the Annual Financial Statements for auditing, attach set of audited annual financial statements for the past three years.

1.12 Bidders are advised not to commit any fraudulent activities, including forgery of documents. All abuses of the Supply Chain Management (SCM) systems including but not limited to forgery of returnable documents, may be reported to the South African Police Service (SAPS) and restricted from doing business with any public institution or organ of the state for a period not exceeding 10 years in line with the Prevention of Fraud and Corrupt Activities Act 12 of 2004.

1.13 Joint Venture or Consortium Agreement if applicable.

1.14 All tender documents must be duly signed and submitted on the PDF document that has been issued. All the certified documents as stated must not be older than three months.

2. **The tender will be evaluated on the 80/20 preference point system in terms of the Preferential Procurement Policy of the Ehlanzeni District Municipality. The policy preference point system will beapplied as follows:**

2.1 The 80 points will be for price; and

2.2 The 20 points will be allocated for the specific goals on a proportional or pro rata basis as follows:

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	**POINTS ALLOCATION**	**SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS**
100% black person or people owned Enterprise	**3,00**	A copy of a Full CSD report not older than 3 months
More than 30% woman or women shareholding or owned enterprise	**2,00**	
More than 30% youth shareholding or owned enterprise	**2,00**	
More than 30% people living with disability shareholding or owned Enterprise	**2,00**	A copy of a Medical Certificate to confirm disability or stated on the CSD report
More than 30% military veteran's shareholding or owned Enterprise	**2,00**	A copy of a Full CSD report not older than 3 months
POINTS FOR IMPLEMENTING OF RDP PROGRAMMES		
Enterprises regarded as ***EME's located within** the Ehlanzeni District Municipality area of jurisdiction	**2,00**	➢ A copy of a Full CSD report not older than 3 months ***NB:** Points will only be awarded if the CSD physical address is the same as the address for the proof of residence required in 1.7 above.*
Sub-contract minimum of 30% of the contract value to EME's in the ward or local communities where the services to be rendered or works to be undertaken	**2,00**	➢ Commitment letter of works or services to be sub-contracted.
Corporate Social Investment (CSI) or Social Labour Plan proposition	**3,00**	➢ Attach a CSI plan or Social Labour Plan
B-BBEE level 1 contribution	**2,00**	➢ Certified Valid SANAS Accredited BBBEE certificate; or ➢ Certified Valid EME and SME a sworn affidavit; or ➢ Certified Valid CIPC issued certificate confirming annual turnover and level of Black Ownership.
TOTAL PREFERENCE POINTS TO CLAIMED	**20,00**	

****EME's are Exempted Micro Enterprise with an annual turnover of R10 million or less.***

Received bids will be evaluated for responsiveness based on mandatory requirements, functionality and bidders who obtain a minimum of **70 points** out of a possible **100 points** for further evaluation on the preference point scoring system.

Bid documents can be viewed and downloaded at no cost on the Document Sharing and Collaboration Platform or Portal (NEPTUNE): http://edmservices.ehlanzeni.gov.za and National Treasury Portal from **Monday, 03 August 2026**. Further information regarding the downloading and uploading of documents will be explained at the compulsory briefing session.

A compulsory briefing session will be held on **Tuesday, 11 August 2026**, **10h00** at **Ehlanzeni District Municipality Office Complex, DMC, 8 Van Niekerk Street, Sonheuwel Central, Mbombela, 1201.**

Where bids should be submitted - Completed bid and other returnable documents must be submitted only in PDF format on the Document Sharing and Collaboration Platform or Portal: http://edmservices.ehlanzeni.gov.za on or before **Monday, 31 August 2026** not later than **12h00**.

Enquiries: Contact Person - ADMINISTRATION: Mr. P Khumalo at 013 759 8-573 or pkhumalo@ehlanzeni.gov.za

Contact Person – TECHNICAL: Mrs. C de Lange at 013 759 8500 or cdelange@ehlanzeni.gov.za

Visit our website: www.ehlanzeni.gov.za for tender information.

Employer:

Acting Municipal Manager:
Ms. S S Madlopha
Ehlanzeni District Municipality
P O Box 333,M
MBOMBELA
1200

MBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EHLANZENI DISTRICT MUNICIPALITY					
BID NUMBER:	EDM/12/2026-27	CLOSING DATE:	31 AUGUST 2026	CLOSING TIME:	12h00
DESCRIPTION	APPOINTMENT OF A PANEL OF FIVE SERVICE PROVIDERS TO RENDER VARIOUS TRAINING SERVICES FOR A PERIOD OF 36 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MUST BE SUBMITTED ON THE TENDER MANAGEMENT PLATFORM

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]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ 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?**	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐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:**		
ALL ENQUIRIES SHOULD BE SENT ELECTRONICALLY VIA E-MAIL TO pkhumalo@ehlanzeni.gov.za					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE SUBMITTED ELECTRONICALLY BY THE STIPULATED TIME ON THE TENDER MANAGEMENT PLATFORM. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ONLINE ON THE OFFICIAL TENDER FORMS PROVIDED**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E- FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E- FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA	YES☐	NO☐
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES☐	NO☐
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES☐	NO☐
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES☐	NO☐
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES☐	NO☐

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……...

SPECIAL CONDITIONS OF THE TENDER

1. SUBMISSION OF TENDERS

Tender documents must be submitted through Document Sharing and Collaboration Platform (NEPTUNE) via the Portal: **http://edmservices.ehlanzeni.gov.za**.

2. TENDER DOCUMENT AVAILABILITY

It is compulsory that service providers download a copy of the tender document that will only be available from Monday, 03 August 2026 on the above Ehlanzeni District Municipality Portal, free of charge.

3. ADJUDICATION OF TENDER

Ehlanzeni District Municipality will not be bound to accept the lowest or any tender. The tender will be adjudicated using EDM Supply Chain Management and in terms of the Preferential Procurement Policy Framework Act, 05 of 2000 and as defined in the conditions of tender in the tender document, read in conjunction with the Preferential Procurement Regulation of 2022, where 80 points will be allocated in respect of price and 20 points in respect of specific goals.

4. COMPLETION OF TENDER DOCUMENTS

Tenders will only be considered on receipt of this tender document correctly completed with all insertions in black ink and signed.

The compulsory documentation as stated in the tender advertisement and data **MUST** be attached in order for the tender to be considered responsive.

5. COMPULSORY BRIEFING SESSION

Refer to tender advertisement notice.

6. TAXES AND DUTIES PAYABLE

Tenderers shall allow in their tender for the payment and recovery of all taxes and other duties. No claims for additional payment in this respect will be considered. Prices and rates quoted shall be inclusive of Value Added Tax (VAT). VAT shall be recorded as a lump sum in the tender summary and the total inclusive of VAT carried to the Form of Tender on the MBD1.

7. WITHDRAWAL OF TENDER

In the event of the successful tenders failing to execute the service in terms of this tender, the Municipality shall be entitled to cancel the contract summarily, in which event the tenderer shall be liable for any additional expense incurred by reason of the Municipality having to call for fresh tenders or having to accept any less favourable tender.

8. NOTICE OF TENDERERS

Should any additions or alterations to the document as issued tenderers be deemed necessary prior to the date for submission of tenders, these will be issued to tenderers in the form of Notices and will form part of the tender document.

The Notices to Tenderers shall be completed where applicable by tenderers, signed, dated and returned with the tender documents.

9. PERIOD OF VALIDITY OF TENDERS

The period of validity of tenders shall be **90** days as stated in the tender form and be calculated from the closing date for submission of tenders.

10. TENDER PRICE

All prices must include delivery and VAT where applicable. All prices must be stated in South African currency (ZAR) and will be regarded firm. Prices must include supply, delivery and installation of the device.

12. CESSION OF ASSIGNMENT

Neither the Council nor the tenderer shall not cede or assign a contract for the required rendering of services or any part thereof or any benefit or interest therein or there under to third parties without having obtained written permission from the Council.

Successful tenderers will be expected to deliver within 14 days after the receipt of the official purchase order. Failure to deliver within the stipulated timeframes will lead to immediate cancellation of the purchase order.

13. CONTRACT DURATION

The contract duration for the completion of the project is three years from the date of the issuing of the appointment letter.

14. NEGOTIATION OF RATES AND AWARD

The municipality reserves the right to negotiate the offers that comply with the ender requirements.

15. DELIVERY AND LEAD TIMES

The required services must be delivered within the specified and approved time frame from the date of commencement with the required services as agreed and approved by the designated official/s of the municipality.

16. CONTRACT REVIEW

The tender will be based on agreed rates from the relevant SETA for the duration of the project, and any price adjustments will be subjected to such rates from the relevant SETA where applicable.

SCOPE OF WORK

TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF FIVE SERVICE PROVIDERS TO RENDER VARIOUS TRAINING SERVICES FOR A PERIOD OF 36 MONTHS.

1. PURPOSE

To establish a panel of credible service providers that will provide training services to Ehlanzeni District Municipality for various training courses listed below for a period of 36 months as and when required.

2. BACKGROUND

As part of municipal capacity building of its employees, the Skills Development Act 97 of 1998 emphasizes the improvement of skills of workers by promoting education and training in the workplace.

In order to perform their activities, gain more knowledge, and develop skills in each unit, it is of authoritative importance that all officials be equipped with training that is in line with their job descriptions.

3. OBJECTIVE

The objective of this request for proposals is to acquire the services of accredited training providers on and as and when necessary to offer training and development interventions that are aligned to the identified responses on the Skills Audit Forms of employees with the aim of improving organisational performance.

4. DELIVERABLES

4.1 Certificates of competence within two months after training were delivered and/or after Portfolio of evidence was submitted.

4.2 Facilitator's feedback report and attendance registers should be submitted to the Corporate Services Department of Ehlanzeni District Municipality within seven (7) working days after each training service.

5. REPORTING REQUIREMENTS

The respective Panel of Training Service Providers will report to the Skills Development Facilitator of Ehlanzeni District Municipality. The service provider shall provide training feedback/report to the Skill Development Facilitator within seven (7) working days after each training service is conducted. The reports should be comprehensive and accurate.

6. TERMS AND CONDITIONS OF THE TENDER

6.1 The accreditation process will be subject to the Service Provider's acceptance of the Ehlanzeni District Municipality Supply Chain Management's general contract conditions.

6.2 In the event where there is more than one service provider accredited on the panel for the same type of training, and they have the necessary skills that are required to render a specific service, the municipality will issue Terms of Reference/Specifications to all accredited service providers to call for quotations and award the work accordingly in line with the municipality's approved SCM Policy.

6.3 Service providers are to provide a price per learner/official for training, inclusive of VAT and all consumables.

6.4 Where the training is to be conducted at a venue organized by the training provider or at the

service providers' premises, the service provider's price per learner should be inclusive of the venue cost, catering and refreshments.

6.5 Where the training will be conducted in-house, the successful training provider will be responsible for their own travel arrangement and accommodation if necessary and the municipality will offer refreshments during the training.

6.6 Payments will only be made for acceptable work completed and delivered.

6.7 The Municipality reserves the right to terminate the contract with any registered service Provider on the panel in the event that there is clear evidence of non-performance or non-compliance.

6.8 Service providers intentionally presenting incorrect or fraudulent information will be disqualified.

6.9 The successful service providers will be required to enter into a Service Level Agreement with Ehlanzeni District Local Municipality for the duration of the term of contract, which will further elaborate the project deliverables, monitoring and evaluation of the services that will be offered.

7. COMPULSORY INFORMATION SESSION

Compulsory Briefing session will be held at Ehlanzeni District Municipality. Briefing session provides bidders with an opportunity to clarify aspects of the process as set out in this document and to address any substantive issues that bidders may wish to raise.

8. SCOPE OF WORKS

8.1 Service providers listed on the panel will be expected to provide quotations on an as and when required basis for the services they are accredited for.

8.2 Service providers will be required to provide training manuals and equipment required for training.

8.3 Service providers must indicate the relevant Sector Education and Training Authority (SETA) and/or Quality Council for Trades & Occupation (QCTO) which reflect the courses for which they are accredited to provide.

8.4 Unit standard number and the National Qualification Framework (NQF) level for each short course provided must be indicated.

9. LIST OF TRAININGS TO BE OFFERED

The Training Service Providers will be expected to render services to Ehlanzeni District Municipality on a wide range of training interventions pertaining to, inter alia, the following:

NO.	NAME OF TRAINING	SAQA ID	QUALIFICATION	TYPE OF TRAINING INTERVENTION
1	Advanced Driving for Mayor Drivers and Traffic Officers	-	Competency	Non-credit Bearing Programme
2	Apply monitoring and evaluation principles in the public sector	119350	Competency	Skills Programme
3	Apply selected GRAP (Generally Recognised Accounting Practices) to periodic accounting reporting process.	337059	Competency	Non-credit Bearing Programme
4	Apply the Batho Pele principles to own work role and context	113955	Competency	Skills Programme
5	Apply the principles of budgeting within the municipality	119348	Competency	Skills Programme

NO.	NAME OF TRAINING	SAQA ID	QUALIFICATION	TYPE OF TRAINING INTERVENTION
6	Apply the principles of ethics in the municipal environment	116345	Competency	Skills Programme
7	Apply the principles of information systems to public finance and administration	116343	Competency	Skills Programme
8	Basic Computer Skills	11386	Competency	Skills Programme
9	Bid Committee Training	337061	Competency	Skills Programme
10	Budget Analysis	377933	Competency	Skills Programme
11	Business acumen, entrepreneurship and local economic development	66249	Competency	Skills Programme
12	Business Communication	10622	Competency	Skills Programme
13	Business process analysis and redesign	258835	Competency	Skills Programme
14	Certificate: Local Government	23616	Competency	Learnership
15	Certificate: Local Government	23616	Competency	Learnership/ Skills Programme
16	Certificate: Municipal Finance Management Development Programme	48965	Competency	Learnership/ Skills Programme
17	Change Management	116925	Competency	Skills Programme
18	Communication	110506	Competency	Skills Programme
19	Competency in policy conceptualization, analysis and implementation.	255574	Competency	Skills Programme
20	Compliance Management	48494	Competency	Skills Programme Credit Bearing
21	Contract Management	377896	Competency	Skills Programme Credit Bearing
22	Contract Management for SCM	260137	Competency	Skills Programme Credit Bearing
23	Crowd Control Management	230026	Competency	Skills Programme Credit Bearing
24	Customer relations	114974 113847	Competency	Skills Programme Credit Bearing
25	Customer Services	242901	Competency	Skills Programme Credit Bearing
26	Data and Record Management	242866	Competency	Skills Programme Credit Bearing
27	Development and spatial planning for local economic development	110479	Competency	Skills Programme Credit Bearing
28	Diploma: Local Government	35956	Competency	Learnership/ Skills Programme
29	Display an understanding of core municipal processes and Ward Committee participation in these processes	242890	Competency	Skills Programme
30	Document and report writing	12153	Competency	Skills Programme Credit Bearing
31	Economic theories, models or structures, methods and application.	336701	Competency	Skills Programme Credit Bearing
32	Ethics & Values	377693	Competency	Skills Programme Credit Bearing

NO.	NAME OF TRAINING	SAQA ID	QUALIFICATION	TYPE OF TRAINING INTERVENTION
33	Excellent Customer Service for Frontline Staff	242901	Competency	Skills Programme Credit Bearing
34	Facilitate equitable representation of persons with disabilities in the workplace	244600	Competency	Skills Programme Credit Bearing
35	Finance for non-financial management	114738	Competency	Skills Programme Credit Bearing
36	First Aid Beginners Level 1, 2 & 3	254220	Competency	Skills Programme Credit Bearing
37	Further Education and Training Certificate: Fire and Rescue Operations	57803	Competency	Learnership
38	Generic management: Disaster Risk	64870	Competency	Learnership
39	Handling Fire-arm	504801	Competency	Skills Programme Credit Bearing
40	Health and Safety Rep	259619	Competency	Skills Programme Credit Bearing
41	Horticulture (Gardening)	49668	Competency	Skills Programme Credit Bearing
42	How to Supervise People	113845	Competency	Skills Programme
43	Hygiene and Cleaning	36233	Competency	Skills Programme
44	ICT Skills	117928	Competency	Skills Programme Credit Bearing
45	Knowledge of Performance Management and Reporting	252034	Competency	Skills Programme Credit Bearing
46	Law enforcement by Peace Officers	377224	Competency	Skills Programme Credit Bearing
47	Leadership Development: Co-operatives, SMME, NGO's/ CBO's/ NPO's		Competency	Skills Programme Credit Bearing
48	Local Economic Development SMME'S	110501	Competency	Skills Programme Credit Bearing
49	Mainstreaming Gender in the Public Service	244254	Competency	Skills Programme Credit Bearing
50	Maintain and adapt oral/signed communication	119454	Competency	Skills Programme
51	Managing HIV and AIDS in the Workplace	244574	Competency	Skills Programme Credit Bearing
52	Measure and plan own performance and behavior in line with roles and responsibilities in a project team	123465	Competency	Skills Programme
53	MFMA Bid Committees	337061	Competency	Skills Programme Credit Bearing
54	MFMA Supply Chain Management	11635	Competency	Skills Programme Credit Bearing
55	Minute Taking	14911	Competency	Skills Programme Credit Bearing
56	Monitoring and Evaluation principles in the public sector	337059	Competency	Skills Programme Credit Bearing
57	MS Excel Level 1,2,3	116937	Competency	Skills Programme Credit Bearing
58	MS PowerPoint Level 1,2,3	117923	Competency	Skills Programme

NO.	NAME OF TRAINING	SAQA ID	QUALIFICATION	TYPE OF TRAINING INTERVENTION
				Credit Bearing
59	MS Word Level 1,2,3	116938	Competency	Skills Programme Credit Bearing
60	Municipal Finance Management Programme (MFMA)	48967 49554	Competency	Learnership
61	National Certificate: Ward Committee Governance	57823	Competency	Learnership/ Skills Programme
62	National Certificate: Environmental Practice	49605	Competency	Learnership
63	National Certificate: Generic Management: Disaster Risk Management	60274	Competency	Learnership/ Skills Programme
64	National Certificate: Information Technology: End User Computing	49077	Competency	Learnership/ Skills Programme
65	National Certificate: Local Economic Development	36436	Competency	Learnership
66	National Certificate: Local Economic Development	36436	Competency	Learnership/ Skills Programme
67	National Certificate: Local Government Councillor Practice	58578	Competency	Learnership/ Skills Programme
68	National Certificate: Local Government Councillor Practices	58578	Competency	Learnership
69	National Certificate: Municipal Governance	60529	Competency	Learnership
70	National Certificate: Municipal Governance	67467	Competency	Learnership/ Skills Programme
71	National Certificate: Municipal Integrated Development Planning	50205	Competency	Learnership
72	National Certificate: Municipal Integrated Development Planning	50205	Competency	Learnership/ Skills Programme
73	National Certificate: New Venture Creation	49648	Competency	Learnership/ Skills Programme
74	National Certificate: Project Management	58395	Competency	Learnership/ Skills Programme
75	National Certificate: Public Administration	50060	Competency	Learnership/ Skills Programme
76	National Diploma: Public Finance Management & Administration	49554	Competency	Learnership/ Skills Programme
77	Occupational Health and Safety	244288	Competency	Skills Programme Credit Bearing
78	Office Management and Secretarial Development	11335	Competency	Skills Programme Credit Bearing
79	OHS Management Liability	120344	Competency	Skills Programme Credit Bearing
80	Oral & Written Communication Skills		Competency	Non-credit bearing Programme
81	Participate in the design and implementation of municipal supply chain management	11635	Competency	Skills Programme
82	Partnership and Stakeholder Relations	377847	Competency	Skills Programme Credit Bearing

NO.	NAME OF TRAINING	SAQA ID	QUALIFICATION	TYPE OF TRAINING INTERVENTION
83	Partnership and stakeholder relations management	264406	Competency	Skills Programme
84	Partnership and stakeholder relationship management.	377847	Competency	Skills Programme
85	People Management and Empowerment	119336	Competency	Skills Programme
86	Perform basic fire fighting	12484	Competency	Skills Programme
87	Perform basic first aid	12483	Competency	Skills Programme
88	Planning (Strategic)	15219	Competency	Skills Programme
89	Problem Solving and Analysis	242817	Competency	Skills Programme
90	Procurement and Supply Chain Management Process	11934	Competency	Skills Programme
91	Programme and Project Management	101869	Competency	Skills Programme
92	Project Management	101869	Competency	Skills Programme Credit Bearing
93	Records Management	242866	Competency	Skills Programme
94	Report Writing Skills	12153	Competency	Skills Programme
95	Research and analysis of service delivery programmes and projects	255578	Competency	Skills Programme
96	Risk Management Planning	251968 120303	Competency	Skills Programme Credit Bearing
97	Service Innovation	252020	Competency	Skills Programme Credit Bearing
98	Skills in mediation, negotiation and conflict management	49257	Competency	Skills Programme Credit Bearing
99	Soft skills in anger management, interpersonal development skills, stress management, listening Skills	Workshops	Competency	Non-credit Bearing Programme
100	Strategic Capability and Leadership	243116	Competency	Skills Programme Credit Bearing
101	Supply Chain Management in the Public Sector	119345	Competency	Skills Programme Credit Bearing
102	Supply Chain Management Knowledge	102019	Competency	Skills Programme Credit Bearing
103	Telephone Etiquette Skills	Workshops	1	Non-credit Bearing Programme
104	Time Management	Workshops	1	Non-credit Bearing Programme
105	Tourism and Hospitality Programmes	61597	1	Skills Programme
106	Understanding HIV and AIDS and its Impact in the Workplace	Workshops	1	Non-credit Bearing Programme
107	Use of indicators for managing performance in government	Workshops	1	Non-credit Bearing Programme
108	Workplace Fire Fighting Level 1	Workshop	Competency	Non-credit Bearing Programme

10. OTHER TRAININGS

The municipality might have other training needs over and above what has been listed above which may be required during the 36-month contract period. In such a case, the municipality will then source quotations in line with its approved SCM Policy from the list of accredited training providers who

will be on the panel and with the required accreditation or registrations, skills and expertise to offer the identified training needs.

11. THE SUCCESSFUL SERVICE PROVIDERS WILL BE REQUIRED TO;

11.1 Provide learner materials and equipment required for training.
11.2 Conduct formative and summative assessments where necessary.
11.3 Issue certification of learners upon completion of the learning/training programme(s)

12. PRICING SCHEDULE

The pricing schedule is as per the table below.

PRICING SCHEDULE – TABLE A						
NO.	**NAME OF TRAINING**	**QUANTITY**	**RATE FOR YEAR 1**	**RATE FOR YEAR 1**	**RATE FOR YEAR 1**	**TOTAL FOR THE THREE YEARS**
1	Advanced Driving for Mayor Drivers and Traffic Officers	1				
2	Apply monitoring and evaluation principles in the public sector	1				
3	Apply selected GRAP (Generally Recognised Accounting Practices) to periodic accounting reporting process.	1				
4	Apply the Batho Pele principles to own work role and context	1				
5	Apply the principles of budgeting within the municipality	1				
6	Apply the principles of ethics in the municipal environment	1				
7	Apply the principles of information systems to public finance and administration	1				
8	Basic Computer Skills	1				
9	Bid Committee Training	1				
10	Budget Analysis	1				
11	Business acumen, entrepreneurship and local economic development	1				
12	Business Communication	1				
13	Business process analysis and redesign	1				
14	Certificate: Local Government	1				
15	Certificate: Local Government	1				

PRICING SCHEDULE – TABLE A						
NO.	**NAME OF TRAINING**	**QUANTITY**	**RATE FOR YEAR 1**	**RATE FOR YEAR 1**	**RATE FOR YEAR 1**	**TOTAL FOR THE THREE YEARS**
16	Certificate: Municipal Finance Management Development Programme	1				
17	Change Management	1				
18	Communication	1				
19	Competency in policy conceptualization, analysis and implementation.	1				
20	Compliance Management	1				
21	Contract Management	1				
22	Contract Management for SCM	1				
23	Crowd Control Management	1				
24	Customer relations	1				
25	Customer Services	1				
26	Data and Record Management	1				
27	Development and spatial planning for local economic development	1				
28	Diploma: Local Government	1				
29	Display an understanding of core municipal processes and Ward Committee participation in these processes	1				
30	Document and report writing	1				

PRICING SCHEDULE – TABLE A						
NO.	**NAME OF TRAINING**	**QUANTITY**	**RATE FOR YEAR 1**	**RATE FOR YEAR 1**	**RATE FOR YEAR 1**	**TOTAL FOR THE THREE YEARS**
31	Economic theories, models or structures, methods and application.	1				
32	Ethics & Values	1				
33	Excellent Customer Service for Frontline Staff	1				
34	Facilitate equitable representation of persons with disabilities in the workplace	1				
35	Finance for non-financial management	1				
36	First Aid Beginners Level 1, 2 & 3	1				
37	Further Education and Training Certificate: Fire and Rescue Operations	1				
38	Generic management: Disaster Risk	1				
39	Handling Fire-arm	1				
40	Health and Safety Rep	1				
41	Horticulture (Gardening)	1				
42	How to Supervise People	1				
43	Hygiene and Cleaning	1				
44	ICT Skills	1				

PRICING SCHEDULE – TABLE A						
NO.	**NAME OF TRAINING**	**QUANTITY**	**RATE FOR YEAR 1**	**RATE FOR YEAR 1**	**RATE FOR YEAR 1**	**TOTAL FOR THE THREE YEARS**
45	Knowledge of Performance Management and Reporting	1				
46	Law enforcement by Peace Officers	1				
47	Leadership Development: Co-operatives, SMME, NGO's/ CBO's/ NPO's	1				
48	Local Economic Development SMME'S	1				
49	Mainstreaming Gender in the Public Service	1				
50	Maintain and adapt oral/signed communication	1				
51	Managing HIV and AIDS in the Workplace	1				
52	Measure and plan own performance and behaviour in line with roles and responsibilities in a project team	1				
53	MFMA Bid Committees	1				
54	MFMA Supply Chain Management	1				
55	Minute Taking	1				
56	Monitoring and Evaluation principles in the public sector	1				
57	MS Excel Level 1,2,3	1				
58	MS Powerpoint Level 1,2,3	1				
59	MS Word Level 1,2,3	1				

PRICING SCHEDULE – TABLE A						
NO.	**NAME OF TRAINING**	**QUANTITY**	**RATE FOR YEAR 1**	**RATE FOR YEAR 1**	**RATE FOR YEAR 1**	**TOTAL FOR THE THREE YEARS**
60	Municipal Finance Management Programme (MFMA)	1				
61	National Certificate: Ward Committee Governance	1				
62	National Certificate: Environmental Practice	1				
63	National Certificate: Generic Management: Disaster Risk Management	1				
64	National Certificate: Information Technology: End User Computing	1				
65	National Certificate: Local Economic Development	1				
66	National Certificate: Local Economic Development	1				
67	National Certificate: Local Government Councillor Practice	1				
68	National Certificate: Local Government Councillor Practices	1				
69	National Certificate: Municipal Governance	1				
70	National Certificate: Municipal Governance	1				
71	National Certificate: Municipal Integrated Development Planning	1				
72	National Certificate: Municipal Integrated Development Planning	1				
73	National Certificate: New Venture Creation	1				

PRICING SCHEDULE – TABLE A						
NO.	**NAME OF TRAINING**	**QUANTITY**	**RATE FOR YEAR 1**	**RATE FOR YEAR 1**	**RATE FOR YEAR 1**	**TOTAL FOR THE THREE YEARS**
74	National Certificate: Project Management	1				
75	National Certificate: Public Administration	1				
76	National Diploma: Public Finance Management & Administration	1				
77	Occupational Health and Safety	1				
78	Office Management and Secretarial Development	1				
79	OHS Management Liability	1				
80	Oral & Written Communication Skills	1				
81	Participate in the design and implementation of municipal supply chain management	1				
82	Partnership and Stakeholder Relations	1				
83	Partnership and stakeholder relations management	1				
84	Partnership and stakeholder relationship management.	1				
85	People Management and Empowerment	1				
86	Perform basic fire fighting	1				
87	Perform basic first aid	1				
88	Planning (Strategic)	1				
89	Problem Solving and Analysis	1				

PRICING SCHEDULE – TABLE A						
NO.	**NAME OF TRAINING**	**QUANTITY**	**RATE FOR YEAR 1**	**RATE FOR YEAR 1**	**RATE FOR YEAR 1**	**TOTAL FOR THE THREE YEARS**
90	Procurement and Supply Chain Management Process	1				
91	Programme and Project Management	1				
92	Project Management	1				
93	Records Management	1				
94	Report Writing Skills	1				
95	Research and analysis of service delivery programmes and projects	1				
96	Risk Management Planning	1				
97	Service Innovation	1				
98	Skills in mediation, negotiation and conflict management	1				
99	Soft skills in anger management, interpersonal development skills, stress management, listening Skills	1				
100	Strategic Capability and Leadership	1				
101	Supply Chain Management in the Public Sector	1				
102	Supply Chain Management Knowledge	1				
103	Telephone Etiquette Skills	1				
104	Time Management	1				

PRICING SCHEDULE – TABLE A						
NO.	**NAME OF TRAINING**	**QUANTITY**	**RATE FOR YEAR 1**	**RATE FOR YEAR 1**	**RATE FOR YEAR 1**	**TOTAL FOR THE THREE YEARS**
105	Tourism and Hospitality Programmes	1				
106	Understanding HIV and AIDS and its Impact in the Workplace	1				
107	Use of indicators for managing performance in government	1				
108	Workplace Fire Fighting Level 1	1				
SUB-TOTAL			**R**	**R**	**R**	**R**
PLUS: VAT@15%			**R**	**R**	**R**	**R**
TOTAL			**R**	**R**	**R**	**R**

13. FUNCTIONALITY EVALUATION CRITERIA

Firstly, the assessment for functionality or quality will be done in terms of the following criteria (Table 1) and the minimum threshold of **70** points explained below. A tender will be disqualified from further evaluation on the preference point scoring if it fails to meet the minimum threshold of 70 points for functionality.

NB: A standard roll-out plan (s) must be submitted for the selected interventions

(a) Bidders/Respondents must **score at least 70** points to be selected into the panel.
(b) The evaluation of service provider's responses will be evaluated in accordance with the criteria below.

13.1 SUMMARY OF EVALUATION CRITERIA

ITEM	**PRE-DETERMINED EVALUATION CRITERIA**	**MAXIMUM POINTS ALLOCATED**
1	**Service Provider Experience**	**35 points**
2	**Human Resource**	**50 points**
3	**Financial Reference and Capacity**	**15 points**
Total		**100 points**

13.2 DETAILED FUNCTIONALITY EVALUATION CRITERIA

ITEM	**EVALUATION CRITERIA**	**POINTS ALLOCATED**
01	**Service Provider Experience**	**35 points**
	- Provide five certified copies of appointment letters or purchase orders not older than five years and each appointment letter or purchase order will be allocated four (04) points) = 20 points. - Provide five certified copies of reference letters not older than five years and each reference letter will be allocated three (03) points = 15 points.	
02	**Human Resource Capacity** Provide CVs of key personnel and certified copies of relevant academic qualifications, professional registration and confirmation of accreditation.	**50 points**
	Project Leader: **-** The tenderer must submit a comprehensive CV of the Project Manager/Team Leader demonstrating a minimum of **ten (10) years' experience in Project Management in the public sector with a specific reference to training.** The Project Leader must be an Accredited Education Training and Development Practitioner with at least a relevant master's degrees = 10 points. **Facilitators:** - The tenderer must submit a comprehensive CV of at least two registered and accredited facilitators with a relevant bachelor's degree	

	demonstrating a minimum of five years' experience in the relevant training field. Five (05) points are allocated for each qualifying facilitator = 10 points. **Assessors:** - The tenderer must submit a comprehensive CV of at least two registered and accredited assessors with a relevant bachelor's degree demonstrating a minimum of five years' experience in the relevant training field. Five (05) points are allocated for each qualifying assessor = 10 points. **Moderators:** - The tenderer must submit a comprehensive CV of at least two registered and accredited moderators with a relevant bachelor's degree demonstrating a minimum of five years' experience in the relevant training field. Five (05) points are allocated for each qualifying facilitator = 10 points. **ETD Practitioners:** - The tenderer must submit a comprehensive CV of at least two registered and accredited ETD Practitioners must have a relevant bachelor's degree and proof of professional registration in line with interventions applied for with the relevant SETA/professional demonstrating a minimum of five years' experience in the relevant training field. Five (05) points are allocated for each qualifying facilitator = 10 points.	
03	**Financial Reference and Capacity**	**15 points**
	- Provide a certified and signed bank letter with the bank account and bank rating not older than three months issued by a commercial bank with a rating of "C" and above, and below no points will be allocated. A maximum of 15 points are allocated for this criteria.	
Total		**100 points**

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].
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 0, 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, hareholder[2]) :……

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 Ifyes, furnish particulars.……

……...

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

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

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

[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 Ifyes, 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 Ifyes, 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 Ifyes, 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 Ifyes, 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:

……..

……..

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

Full Name	Identity Number	State Employee Number

……..
Signature

……..
Date

……..
Capacity

……
Name of Bidder

MBD 6.1

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

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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 The applicable preference point system for this tender is the 80/20 preference point system.

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 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 Ehlanzeni District Municipality 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 Ehlanzeni District Municipality.

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 tender 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:

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable

preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	**Number of points allocated (90/10 system) (To be completed by the organ of state)**	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (90/10 system) (To be completed by the tenderer)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
100% black person or people owned enterprise	N/A	3,0	N/A	
More than 30% woman or women shareholding or owned enterprise	N/A	2,0	N/A	
more than 30% youth shareholding or owned enterprise	N/A	2,0	N/A	
More than 30% people living with disability shareholding or owned enterprise	N/A	2,0	N/A	
More than 30% military veteran's shareholding or owned enterprise	N/A	2,0	N/A	
Enterprises regarded as ***EMEs located within** the Ehlanzeni District Municipality area of jurisdiction	N/A	2,0	N/A	
Sub-contract a minimum of 30% of the contract value to EMEs	N/A	2,0	N/A	
Corporate Social Investment (CSI) or Social Labour Plan proposition	N/A	3,0	N/A	
B-BBEE level 1 contribution	N/A	2,0	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

Company [TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .. ……

DATE: ……

ADDRESS: ……

……

……

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	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? **(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

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 ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

……... **……..**
Signature **Date**

…… **……**
Position **Name of Bidder**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] 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.

MBD 9

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 Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;*

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] 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.

MBD 9

[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**

AUTHORITY TO SIGN A BID

1. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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

Full name and surname of ALL Director(s) / Member (s)				
Is a CERTIFIED COPY of the resolution attached?	**YES**		**NO**	

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

2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

I,_____, the undersigned, hereby confirm

that I am the sole owner of the business trading as _____

3. PARTNERSHIP

We, the undersigned partners in the business trading as _____

hereby authorize Mr/Ms_____to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

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

Full name of partner	Signature

SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms _____ _____authorized signatory of the Company/Close Corporation/Partnership (name)_____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

1. Name offirm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

2. Name of firm			
Address			
		Tel. No.	
Signature		Designation	

3. Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

4. Name of firm			
Address			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture,

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.

2. The attached form “Application for Tax Clearance Certificate (in respect of bidders)”, must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.

2. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver’s Office.

APPLICATION FOR TAX CLEARANCE CERTIFICATE
(IN RESPECT OF BIDDERS)

1. Name of taxpayer / bidder:
.....
.

2. Trade name:
.....
.

3. Identification number: | | | | | | | | | | | | | |

4. Company / Close Corporation registration number: | | | | | | | | | |

5. Income tax reference number: | | | | | | | | | | |

6. VAT registration number (if applicable): | | | | | | | | | | |

7. PAYE employer's registration number (if applicable): | | | | | | | | | | |

Signature of contact person requiring Tax Clearance Certificate: .....

Name: …….....

Telephone number: Code:…… Number: .....

Address: .....

.....

.....

DATE: 2025 / _____/ _____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

ANNEXURE B

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

TABLE OF CLAUSES

1. Definitions
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22. Penalties
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27. Settlement of disputes
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31. Notices
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of 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 of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's

performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

5. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

13.1 The supplier 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 supplier of any warranty obligations under this contract; and
(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the

contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, insufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the

contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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 supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the Supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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