EHLANZENI
DISTRICT MUNICIPALITY

TENDER NUMBER EDM/18/2026-27

EXPRESSION OF INTEREST FOR CONDUCTING FEASIBILITY STUDIES FOCUSING ON SEVERAL DISTRICT DEVELOPMENT MODEL (DISTRICT ONE PLAN) CATALYTIC PROJECTS OF EHLANZENI DISTRICT MUNICIPALITY

CLOSING DATE: FRIDAY, 18 DECEMBER 2026

CLOSING TIME: 12H00

NAME OF TENDERER: _____

CSD REGISTRATION NUMBER: _____

EHLANZENI
DISTRICT MUNICIPALITY

INDEX ***PAGE***

Invitation to Tender ……..……3

Special Conditions……..… ……...5

Terms of Reference …… ……7

Declaration of interest……....13

Declaration of Bidder's Past Supply Chain Management Practices ……..16

Certificate of independent bid determination ……..…..18

Authority to sign a bid ……....21

Certificate of authority for joint ventures…….23

ANNEXURE A Tax clearance certificate application form

ANNEXURE B General conditions of contract

EHLANZENI
DISTRICT MUNICIPALITY

TENDER NOTICE AND INVITATION

TENDER NUMBER - EDM/18/2025-26

EXPRESSION OF INTEREST FOR CONDUCTING A FEASIBILITY STUDY FOCUSING ON SEVERAL DISTRICT DEVELOPMENT MODEL (DISTRICT ONE PLAN) CATALYTIC PROJECTS OF EHLANZENI DISTRICT MUNICIPALITY

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. Only tenderers who have provided the following mandatory information and documents to be used to evaluate the tenderers responsiveness will be considered for further evaluation on functionality and preference specific goals.

1.1 Only tenderers who are registered on the Central Supplier Database (CSD) will be considered and the copy of the full CSD report not older than three months should be submitted.

1.2 No tender shall be considered for the person who are in the service of the state,

1.3 Valid SARS PIN certificate must be attached,

1.4 Attached original Certified copy of company registration documents issued by Companies and Intellectual Property commission (CIPC) and tenderer must attach shareholder's certificates where applicable.

1.5 Attached original Certified copies of Identity Documents (ID) of all company directors,

1.6 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.

1.7 Tenderers submitting tenders as a joint venture or consortium must attach a signed agreement by all parties to the joint venture or consortium.

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

1.9 Tenderers 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 Services (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.

2. This tender will be evaluated on the two-stage bidding process as follows:

2.1 The first stage will be evaluated on mandatory requirements and functionality criteria as stated in the tender document.

2.2 The second stage will be on financial offers and only service providers that reach the minimum threshold on the functionality points will be invited to submit financial offers on the catalytic projects to be identified by the municipality.

Tender Documents can be viewed and downloaded at no cost on Document sharing and collaboration Platform or Portal (NEPTUNE): http://edmservices.ehlanzeni.gov.za and National Treasure Portal from **Friday, 18 December 2026**. Further information regarding the download and uploading of the documents will be explained during the compulsory briefing session.

A compulsory briefing session will be held on **Friday, 20 November 2026, 10h00 at Ehlanzeni District Municipality 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 **Friday, 18 December 2026 not later than 12h00.**

Tender Documents received by telegram, fax and post will not be considered. Late tenders shall not be accepted.

Enquiry: Contact Person - ADMINISTRATION: Mr. SP Khumalo at 013 759 8573 or pkhumalo@ehlanzeni.gov.za

- TECHNICAL: Mr. M Mabunda 013 759 8500 or mmabunda@ehlanzeni.gov.za

Special Conditions:

Ehlanzeni District Municipality reserves the right to appoint for the whole or part of the tender or to cancel the tender

Employer: **Acting Municipal Manager: Ms. S S Madlopha**
Ehlanzeni District Municipality
P.O. Box 3333
MBOMBELA
1200

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 Friday, 13 November 2026 on the above Ehlanzeni District Municipality Portal, free of charge.

3. EVALUATION AND ADJUDICATION OF TENDER

The tenders will be evaluated and adjudicated on mandatory requirements and functionality criteria set out on this bidding process document.

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

No financial offers will be considered at this stage-one of the bidding process.

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.

TERMS OF REFERENCE

EXPRESSION OF INTEREST FOR CONDUCTING FEASIBILITY STUDIES FOCUSING ON SEVERAL DISTRICT DEVELOPMENT MODELS (DISTRICT ONE PLAN) OF EHLANZENI DISTRICT MUNICIPALITY'S CATALYTIC PROJECTS

1. Background

The objective of this project is to develop a feasibility study of bankable/catalytic projects with the Ehlanzeni District Municipality, to collate economic information and investigate coordinated and integration options and opportunities to broaden the EDM's economic base. There are sound and viable catalytic projects within the district that need funding to be implemented; therefore, a feasibility study is needed.

It also aims to ensure that the municipality can efficiently and effectively facilitate the creation of an appropriate enabling environment conducive to economic development and investment. This can, however, only be done when the current development situation in the area is understood.

This analysis aims to lay the foundation by assessing the current demographic, socio-economic, and economic characteristics and trends of the area and by highlighting the main challenges faced in the area. The feasibility study based on the catalytic projects should be in a manner that will indicate the development needs of the local communities and municipality in terms of capacity.

2. Significance of the district feasibility study on the proposed infrastructure-related catalytic projects

(a) The development and construction of the district catalytic projects will play a critical role in responding to the pandemic-related poverty and job losses, as well as providing the medium- and long-term pathway to economic growth and development within the Ehlanzeni District.
(b) The study will help the municipality to be able to allocate scarce capital budget and grant resources to projects with the highest impact and lowest risk of failure. Which in turn it will also support alignment with Integrated Development Plans (IDPs), Spatial Development Frameworks, and national and provincial priorities.
(c) The study will also play a significant role for funding and partnership purposes. It provides the detailed project information memorandum material that investors require and demonstrates that bulk infrastructure, land, and institutional arrangements can support the programme.

3. Purpose or objectives of the project

The developed feasibility study should ensure that the district's economic viability is not compromised, whilst promoting investments in the economy to maximise infrastructure sustainability, job creation and alleviate poverty. The objectives of the project are as follows:

(a) The main objective of the project is to conduct/develop the feasibility study for the following bankable/catalytic projects within the jurisdiction of Ehlanzeni District Municipality. The proposed catalytic projects are: **Proposed Port of Entry (Border Post) between Mbuzini and Nammaacha) Mbuzini Tourism Port of Entry, Makhonjwa World Heritage Site, Inyaka Dam, Marieskop, Logistics Corridor (Bulembu/Josephsdal Road via Piggs Peak to Richardsbay) and Hilltop Cabin hub.**

    (i) **Proposed Port of Entry (Border Post) between Mbuzini and Nammaacha) Mbuzini Tourism Port of Entry** - The aim of the project is to establish a border gate linking Mozambique and South Africa whilst preserving the historic monument built in honour of Samora Machel. It is also true that Lebombo Border Post is congested and delays transportation of freight between these two countries.

(ii) **Makhonjwa World Heritage Site** - The declaration and preservation of Makhonjwa Heritage Site as one of the United Nations Educational, Scientific and Cultural Organization (UNESCO) prominent site. There is a need to develop a precinct around the area which will amongst other include harbour a museum, restaurants, the discoveries and information about the geo-trails on this mountain heritage site. *The World Heritage site has a potential of boosting tourism economy through various economic diversified opportunities and linking eSwatini through the existing port of entry.*

(iii) **Inyaka Dam** - The objective of Inyaka dam development is to implement the Master Plan by developing the premium camping, picnic, boating and swimming facilities to create a premier water-tourism destination that attracts visitors and boosts the local economy.

(iv) **Marieskop** - To transform the site into a premier adventure destination via a world-class cable way and upgraded access roads, recreational and picnic sites, natural attractions, attracting global tourists to drive inclusive growth and safeguard critical biodiversity.

(v) **Logistics Corridor (Bulembu/Josephsdal Road via Piggs Peak to Richardsbay** - To rehabilitate the state of the Bulembu Road from Josephsdal Bordergate to Piggs Peak. This project is aimed at establishing a new corridor that will traverse City of Mbombela from Barberton adjacent Swaziland Borderline via Elukwatini to Richards Bay.

(vi) **Hilltop Cabin hub** - the project objectives will focus on four key areas such as Sustainable Development and Eco-Preservation, Community Integration and Local Economic Growth, Infrastructure Excellence, Hospitality and *Biodiversity* Experience.

(b) The district feasibility study aims to transform catalytic projects concept into implementable, fundable, and impactful programmes. Without it, the municipality risks advancing poorly prepared initiatives that will fail to deliver the intended spatial, economic, and social outcomes
(c) To build sustainable economic infrastructure within Ehlanzeni Region and further link the South African Economy with the rest of the SADAC Region.
(d) To coordinate multi-sectoral and multi-stakeholder efforts for purposes of economic growth within the District.
(e) To enhance SMME competitiveness through proposing sustainable business support
(f) To promote entrepreneurial momentum among the District population
(g) To accelerate economic inclusion of those excluded or adversely included.

4. Project Scope

(a) Conduct a geographical inventory of the current economic conditions in the Ehlanzeni District.
(b) Spatially demonstrate the location of the catalytic projects with potential for economic growth and development
(c) Identify available land for economic infrastructure and development
(d) Identify and map out the critical stakeholders necessary for sustainable Local Economic Development in the District.
(e) Undertake a detailed economic analysis of the District economy along with a SWOT analysis.
(f) Prepares business plans, market assessments, and economic impact studies;
(g) Develops commercialization and operational strategies.
(h) Develops financial models and investment structures;
(i) Conducts financial feasibility and bankability assessments;
(j) Prepares funding strategies and investor packaging.
(k) Conducts market demand studies, competitor analysis, and revenue forecasting.
(l) Structures complex investment transactions and Public-Private Partnerships (PPPs); research and demand analysts.

5. Work Schedule

The appointed Service Provider will be required to prepare a realistic work schedule (Implementation Plan) determining the stages of work to be done, along with deliverables and time, once the estimated

quantity of work is determined by the project coordinator.

6. Reporting

The service provider will work in close co-operation with the official responsible appointed by EDM and will be required to submit progress reports on each stage of work that has been completed. The service provider will be notified if Key Performance Indicators (KPI's) are not met and will be evaluated, in terms of performance, according to the binding Service Level Agreement.

7. Pricing Requirement Clause

The Service Provider shall, for the duration of the appointment period, be requested to submit competitive pricing proposals as and when professional services are required in terms of the work schedules and categories stipulated in this document. Such pricing shall be prepared in accordance with the applicable statutory regulations, prescribed fee scales, professional guidelines, and standard tariffs issued by the relevant professional councils, regulatory authorities, and industry governing bodies applicable to each profession or discipline.

Furthermore, EDM reserves the right to assess, evaluate, negotiate, and apply principles of fairness, reasonableness, and market-related pricing in the adjudication of all submitted quotations and fee proposals, taking into consideration the applicable professional regulations, standard industry practices, and guidelines issued by the respective regulatory and professional bodies.

8. Expected outcomes and outputs

(a) Project Inception report.
(b) Situational analysis report.
(c) Stakeholder engagements comprising strategic clusters.
(d) Draft feasibility study on catalytic projects.
(e) Final feasibility study on catalytic projects.

9. REQUIRED EXPERIENCE AND CREDENTIALS FOR THE PREFERRED SERVICE PROVIDER

The functionality requirements for this project are as follows:
To execute this project, the service provider/s must have individuals in their team who possess the following knowledge, expertise, skills and a proven track record:

(a) Social Economy, Development Economics, and review of Economic Development strategies.
(b) Full grasp of National and Provincial economic development strategies.
(c) Business Plan development and costing.
(d) Project Management,
(e) Investment Specialist with 5 or more years of experience
(f) Legislation and policies governing LED, IDP, and intergovernmental development planning in general.
(g) Advanced qualitative and quantitative analytical skills.
(h) Expertise in conducting large-scale strategy or business plan reviews.

10. Functionality Evaluation Criteria

Description of functionality criteria	Total Points
Approach and Methodology	30
Qualifications of Project Team	40
Experience of the Project Team	30

DESCRIPTION OF THE EVALUATION CRITERIA	POINTS
APPROACH AND METHODOLOGY	**30**
1. The quality of the bidder's proposal will focus on the following aspects: (a) The proposed approach and methodology are detailed and clearly articulated. The approach and methodology are comprehensive and fully aligned to tender terms of reference and scope of work, including expected deliverables. (b) The proposed approach and methodology is practical and takes into consideration the public-sector environment as well as the nature and context of the Department, its agencies and subsidiaries. (c) The level of innovation and creativity expressed in the proposed approach and methodology. Whilst the bidder is encouraged to align their methodology to the scope of work, the bidder must demonstrate an understanding of the scope of work by outlining innovative and creative ways of undertaking the work as well as including activities over and above those outlined in the scope of work. (d) The proposed approach and methodology meet the timelines proposed by the department, or the timelines proposed are closely aligned to the department's expectations. In addition, the proposed methodology clearly outlines the governance structures that the bidder will put in place to implement the project. (e) The bidder's proposal provides clear skills transfer to employees of the Department throughout the project. ***Important notes to the bidder:*** (a) This sub-section will focus on how the bidder will approach the scope of work, that is, who will do what by when? How will the proposed methodology achieve the scope of work and the expected deliverables and outputs? (b) The bid submission must include a clear and detailed methodology that presents well-defined activities that have scheduled completion dates with relevant outputs. These activities and related outputs must be fully aligned to the scope of work and the expected outputs/deliverables as outlined in the terms of reference. (c) The maximum points a bidder can score in this sub-section is **30** points, and the lowest score a bidder can score in this sub-section is **zero** points. This sub-section will be scored in terms of the following 7 criteria: **Criteria 1**: The methodology is clear and easy to understand;	

Criteria 2: Detailed information is presented in the methodology; **Criteria 3**: The methodology includes sequential activities; **Criteria 4**: The activities in the methodology are linked to clear outputs; **Criteria 5**: The methodology outlines an allocation of human resources for all activities; **Criteria 6**: The timelines for activities and outputs are scheduled appropriately; and **Criteria 7**: The methodology is fully aligned to the scope of work. (a) An approach and methodology that meets all the above 7 criteria will be given a full score of **30** points. (b) An approach and methodology that meets any 6 of the above 7 criteria will be given a score of **25** points. (c) An approach and methodology that meets any 5 of the above 7 criteria will be given a score of **20** points. (d) An approach and methodology that meets any 4 of the above 7 criteria will be given a score of **15** points. (e) An approach and methodology that meets any 3 of the above 7 criteria will be given a score of **10** points. (f) An approach and methodology that meets any 2 of the above 7 criteria will be given a score of **5** points. (g) An approach and methodology that meets none of the above 7 criteria will be given a score of **zero** points.	
QUALIFICATIONS OF THE PROJECT MANAGER / LEADER AND MINIMUM OF FOUR CORE PROJECT TEAM MEMBERS' QUALIFICATIONS IN ANY OR ONE OF THE FOLLOWING CORE FUNCTIONAL AREAS:	**40**
(a) Local Economic Development. (b) Development Economics or Development Studies. (c) Spatial Planning. (d) Development planning. (e) Social Sciences. (f) Investment Specialist. Only certified copies of qualifications that are not older than 3 months must be submitted as part of the CVs that are submitted in order to claim points. (a) PhD preferably in Local Development Economics for the Project Manager / Leader = 40 Points (b) Master's Degree = 30 points (c) Honors Degree = 20 points (d) Bachelor's Degree or Advanced Diploma = 10 (e) National Diploma or Equivalent = 05 ***(Attach an organogram for the project team to qualify for the allocation of points)***	
EXPERIENCE OF THE PROJECT TEAM	**30**
The maximum points a bidder can score in this section is 30 points, and the lowest score a bidder can score in this section is zero points. (a) 8 years or more relevant experience = 30 Points (b) Between 5 and less than 8 years' relevant experience = 20 Points (c) Between 3 and less than 5 years' relevant experience = 10 Points (d) Between 1 and less than 3 years' relevant experience = 5 Points (e) No experience = Zero Points ***Important notes to the bidder:***	

Relevant years of experience means experience pertaining to project management and/or public administration and/or public policy development and analysis and/or corporate governance. This section will be scored as follows: For the project team, the points in the section will be scored as follows: (a) If there is member of the project team who has the required or more years of relevant experience, the bidder will receive the maximum score for that person as reflected on the organogram. If there is more than one member of the project team who has the required or more years of relevant experience, the bidder will still receive the maximum allocated points. This means that the bidder will score the maximum points, provided that at least one member of the project team has the minimum number of years on relevant experience. (b) The same principle applies for the other categories of years' experience. (c) A detailed CV for each of the human resources allocated to this project must be attached to the bidder's proposal. The CV for each of the human resources allocated to this project must provide details with regard to qualifications and experience that are relevant to the fields mentioned above, that is, project management and/or audit and/or financial management and/or supply chain management and/or human resources management and/or law and litigation and/or policy analysis and/or corporate governance. In addition, the CV must include contactable references.	

NB: The minimum points scoring on functionality is 70 points or more out of a possible 100 points to qualify for further invitation to participate on stage-two of the bidding process.

11. Reporting and Timeframe

Progress reports should be submitted after each phase of the project. The project is expected to be complete within four (4) months after inception.

12. Conclusion

There shall be constant communication and engagement with relevant and various stakeholders to assist with data collection and to align activities for the positive impact and urgent completion of the project. By the time the project is complete, the abovementioned study/report will be taken to Council for approval and implementation.

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 If yes, furnish particulars.……...……

……

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

3.10.1 If yes, furnish particulars.

……

……

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

3.11.1 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 If yes, furnish particulars.

……

……

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

YES / NO

3.14.1 If yes, furnish particulars:

……..

……..

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

Full Name	Identity Number	State Employee Number

……..
Signature

……..
Date

……
Capacity

……
Name of Bidder

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. 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**

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.

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.

[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: 2026 / _____/ _____

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.

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
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier’s performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

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 x 85, 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 willful misconduct, and in the case of infringement pursuant to Clause 6;

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

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

29. Governing language

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

30. Applicable law

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