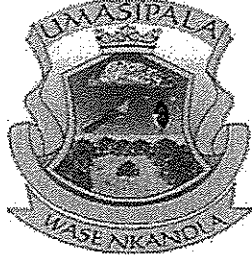


NKANDLA MUNICIPALITY



TENDER DOCUMENT

**PROVISION OF A TOWN CLEANING SERVICES FOR THE PERIOD
OF 36 MONTHS**

BID NO.: NKA/TEC004/2022/23

Name of Tenderer _____
Contact Number _____
Fax Number _____
Address _____
CSD Number _____

TOTAL BID AMOUNT FOR 36 MONTHS (VAT INCL.) R.....

Closing Date: 05 April 2023

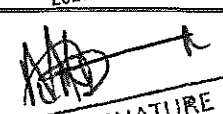
Time: 12H00

Employer:

Nkandla Municipality
Private bag x161
Nkandla
3855
Tel: 035 833 2080
Fax: 035 833 0920

Implementing Agent

Technical Services
Nkandla Municipality, Main Building
Lot 292, Maree Road, Nkandla
3855
Tel: 035 833 2080
Fax: 035 833 0920

NKANDLA MUNICIPALITY
CHIEF
FINANCIAL OFFICER
2023-03-13

SIGNATURE

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1. ADVERTISEMENT**PROVISION OF A TOWN CLEANING SERVICES****BID NO: NKA/TEC004/2022/23**

Tenders are invited from suitable and experienced service provider for the rendering of the Town Cleaning Services on a three-year performance-based contract. Scope will include, but not limited to clearing of all vegetation (including cutting of trees and grass) in Sakhile location, white city, municipal offices, CBD, vacant sites, edges of the roads, sidewalks, cleaning of municipal public facilities, storm waters and street sweeping.

TENDER DOCUMENTS

Detailed specification for the this bid is contained in the tender document that will be available at Nkandla Municipality, Finance Department Main Building, Lot 292, Maree Road, Nkandla, upon presentation of a receipt proving prior payment of a non-refundable fee of **R 740.00** (inclusive of VAT), having been made at the Municipal Finance Department (Only Cash accepted), or deposited on the municipal bank account: FNB; Account No 62720610717, Branch 220930 (Use company name and bid number as reference), also available on the e-tender portal and the municipal website. **Tender documents will be available as from 08h00 on Monday the 13th of March 2023 until 13h00 on Friday the 17th of March 2023. Compulsory tender briefing on Wednesday, 15 March 2023 at 13h00.**

Each tender shall be placed in a sealed envelope, endorsed with tender number and Project Name, and be deposited in the municipal tender box situated at the reception area of the Nkandla Municipality, Lot 292, Maree Road, Nkandla, 3855, not later than **Wednesday, 05 April 2023 before 12H00 (closing date)**, at which time the tenders will be opened in public. Tenders are to be submitted on the tender documentation provided by the municipality. Late, electronic, or faxed tenders will not be accepted.

SUPPORTING DOCUMENTS AND CONDITIONS FOR THE ABOVE BID.

- Proof of registration to the National Treasury central database
- Valid SARS Tax Compliance Status Pin Issue Certificate.
- Certified copy of B-BBEE Certificate.
- Certified Company registration documents & certified Directors IDs copies and company profile with previous work experiences includes references must be submitted with the tender document.
- The Nkandla Local Municipality Supply Chain Management Policy will apply.
- The council reserve the right to negotiate further conditions and requirements with the successful bidder and reserves the right not to appoint.
- Tender documents that are late, incomplete, unsigned, faxed or emailed will not be accepted or considered.
- The municipality will accept no responsibility for the late delivery of bids by courier services or any other forms of mailing.
- The Nkandla Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid. Tenders shall remain valid for 60-90 days from the closing date **(05 April 2023)**
- All prices should be inclusive of Value Added Tax (VAT)

The above bid will be evaluated and adjudicated according to the following criteria:

The Nkandla Local Municipality subscribes to the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000). The 80/20 preference point system shall be applicable during the evaluation and adjudication of bid. The amended PPPFA regulation 2022 will be used.

First stage: Functionality 100 points, (minimum threshold of 70 points) being 50 points for experience, 50 points for Capacity.

Second stage: Preferential Point System (80/20) being 80 for price and 20 for specific goals (ownership and RDP). **Detailed evaluation criteria contained in the tender document.**

Please note that only bidders who pass the first stage with the minimum threshold of 70 points will then be evaluated further in the second stage.

BID ENQUIRIES

SCM Enquiries	Ms. L.N Mtshali	Lmtshali@nkandla.org.za	035 833 2040
Technical Enquiries	Mr. M Thusi	mthusi@nkandla.org.za	035 833 2056

2. COMPULSORY RETURNABLE DOCUMENTS

The following compulsory returnable documentation (**or certified copies thereof**) must be included in the proposal and will form part of evaluation criteria, invalid or non-submission will immediately disqualify the proposal.

1. Business/Company Profile with contactable references
2. Rates and Municipal Services clearance certificate.
3. Company / (PTY) Ltd/ close cooperation registration
4. Certified copy of partnership agreement (if tender is in a partnership / joint venture of consortium)
5. Certified Copy of a IDs of directors
6. Original SARS PIN Certificate
7. Proof of registration to the National treasury Supplier Database
8. Fully complete declaration of interest.

3. INSTRUCTIONS TO TENDERERS

3.1 RETURN OF DOCUMENT

- (a) The completed and initialed proposal shall be sealed in an envelope endorsed

And delivered to:-

The Municipal Manager
Nkandla Municipality
Lot 292, Maree Road
Nkandla
3855

These documents must reach the above address not later than **12H00** on the date shown in the advertisement (05 April 2023) where they will be opened in public in the Municipal Main buildings offices.

- (b) Late tenders, telegraphic or facsimile tenders will not be considered.

3.2 COMPLETION OF DOCUMENTS

- (a) The Form of offer must be completed and signed.
- (b) Tenderers will make provision for all necessary equipment, staff and all non-incidentals needed for the execution and completion of the contract in accordance with the specifications document.

3.3 AUTHORITY FOR SIGNING

Proof of Authority for the Tenderer's Representative to sign the documents must be submitted with the proposal.

3.4 ACCEPTANCE OF TENDERS

- (a) The Council does not bind itself to accept the lowest or any tender (tenders received are too high).
- (b) The Nkandla Municipality will not be held responsible for any expenditure or losses incurred in the submittance and compliance of this tender nor of the visit to the site.
- (c) The tender of any tenderer who has not conformed to the foregoing instructions will not be considered.
- (d) When Council accepts a Proposal, the successful tenderer will be informed, and the contract negotiated indicating the financial implications in the main being how and when payment will be made.
- (e) In terms of Section 38 of the Supply Chain Management Policy the Council reserves the right to reject any proposal if any municipal rates and tariffs or municipal service charges owed by that Company owner or any of its directors to the municipality or municipal entity or to any other municipality or municipal entity are in arrears for more than 3 (three) months.
- (f) Who in last 5 (five) years has failed to perform satisfactory on a previous contract with the municipality or municipal entity or any other organization of state after written notice was given to that Contractor that performance was unsatisfactory?
- (g) Canvassing in gift of Council is strictly prohibited and will lead to disqualification of the Proposal.

3.5 GENERAL

(a) Validity Period

The tender undertakes that the Proposal will be valid for a period of 90 (ninety) days after the closing date and that the Tenderer will not retract or change the tender during the period that the Nkandla Municipality is scrutinizing the acceptance thereof.

(e) Amendments Upward of Tendered Price

Tenders must further note and accept that any variance upward of the prices tendered will not be considered by Council as a reason to amend the said tendered price.

Any attempts to invoke an increase in tendered price will render the tender invalid and it will be discarded.

(f) Cost of Tender

The Council does not hold itself liable for any or all of the costs involved by the tender in compiling a tender. Should a tender withdraw an offer after being given written acceptance thereof all costs of re-advertising will be for that tenderer's account.

4. FORM OF OFFER

The Municipal Manager
Nkandla Municipality
Private Bag X161
Nkandla
3855

Sir,

I/We _____ offer to manage and maintain in accordance with the contract requirements and specifications for an amount of:-

	Total Price for duration of the contract (36 months) Inclusive of VAT	Total Price per month Inclusive of VAT
	R _____	R _____

Until such time that a formal agreement is compiled and accepted, these tenders will be in conjunction with your acceptance or the persons acting on your behalf and will be a binding contract between both parties.

I/We hereby acknowledge: -

1. that I/We have read and acquainted myself/ourselves with the terms and conditions of proposal and understand the purpose thereof and agree that all such conditions shall form part of this tender.
2. that this offer is irrevocable for a period of 3 (three) months from the date fixed for the opening of tenders and may be accepted in writing by the Nkandla Municipality, at any time during that period, which acceptance, together with this tender shall constitute a binding agreement of purchase and sale between the Nkandla Municipality and myself/ourselves.

THE CONDITIONS OF TENDER: I/WE READ AND ACCEPT

Signature : (of person authorized to sign the tender)

Name (of signatory in capitals) : _____

Name of Tenderer: (organization): _____

Address : _____

Telephone Number : _____

Fax Number : _____

Witness Signature : _____

Witness Name (in Capital) : _____

Date : _____

FAILURE OF A TENDERER TO SIGN AND COMPLETE THIS FORM IN FULL WILL INVALIDATE THE PROPOSAL.

5. ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderers Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract data. Acceptance of the Tender's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

Signature : _____
Name (in capitals) : _____
Capacity : _____
Name of Employer : **NKANDLA MUNICIPALITY**
Address : **PRIVATE BAG X161, NKANDLA, 3855**
Witness Signature : _____
Name (in capitals) : _____
Date : _____

6. SPECIFICATIONS OF TENDERS

6.1 BACKGROUND

The Nkandla Municipality seek to appoint a professional service provider for cleaning services on a 36 Months period for Nkandla Municipality. The primary purpose is the cleaning of Nkandla Town for Nkandla Municipality on daily basis.

6.2 SCOPE OF AGREEMENT

The scope of agreement if as follows: -

Specification Summary

Cleaning of Nkandla town (Sakhile Location, Sinqobile Location, White City, Municipal offices and buildings in town, including vacant sites, Along the edges of the roads).

Item	The scope will include the following:				Total Amount (Quantity x rate x 36 Months)
	Description	Unit	Quantity	Rate	
1	Section A		Minimum of 25		
	1.1 Labour	Person	No. of persons:	R...../person/month	
	1.2 Contractual requirements	Sum	1		
2	Section B				
	2.1 Grass and shrub cutting	M ²	1		
	2.2 Tree felling(including poisoning thereafter)	Sum (day works)			
3	Road Cleaning				
	3.1 Clean sidewalks	M ²	1		
	3.2 Unblocking/ clearing, and cleaning of all the stormwater system. NB: Sizes of storm water pipes and culverts (600mm dia., up to 900mm dia.)`	M ³	1		
	3.2 Waste Collection and storage including street sweeping.	months	1		

Summary of Bill of Quantities

	SECTIONS	AMOUNT
	Section A	
	Section B	
SUB -TOTAL		
VAT		
TOTAL		

Condition of service

- 3 The bidder must quote per item.
- 4 The service level agreement will be entered into between Nkandla Municipality and the preferred bidder.
- 5 The claims shall always be aligned to the quotation and no claim shall be processed if specific services rendered are not detailed in the invoice.

7. EVALUATION CRITERIA

This bid will be evaluated and adjudicated according to the following criteria:

The Nkandla Local Municipality subscribes to the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000). The 80/20 preference point system shall be applicable during the evaluation and adjudication of bid. The amended PPPFA regulation 2022 will be used.

The point scoring system will be as follows:

FIRST STAGE: FUNCTIONALITY/QUALITY

Functionality 100 points, (minimum threshold of 70 points) being 50 points for experience, 50 points for Capacity.

The points associated with the comprehensive proposal will be awarded as reflected in the following table.

Key aspect of criterion	Basis for points allocation	Max. Points	Verification Method	Scored point
Experience of the Bidder (Name of traceable reference with contact details to be included for verification)	Five (5) or more completed contract of cleaning service. Tenders to submit a letter of appointment, letter of completion, award letter.	50	List of Contracts Attach appointment letter/s/completion letter/s Award letter/s	
	3 – 4 completed contract of cleaning services. Tenders to submit a letter of appointment, letter of completion, award letter.	30	List of Contracts Attach appointment letter/s/completion letter/s Award letter/s	
	1 – 2 completed contract of cleaning service. Tenders to submit a letter of appointment or completion letter of completion,	10	List of Contracts Attach appointment letter/s/completion letter/s Award letter/s	
	No Experience	0		
Capacity & Expertise Method Statement for provision of service as per specification and testimonials from current services providers	Method statement Incl. Team with understanding of the cleaning service. Experience and qualification of team leader. 5 or more	50	Team leader CVs Accreditation certificate in cleaning services. Action Methodology	
	Methods statement with no practical understanding 3 - 4	30	Team leader CVs Accreditation certificate in cleaning services. Action Methodology	
	Acceptable method statement, only provided with limited information 1 - 2	10	Team leader CVs Accreditation certificate in cleaning services. Action Methodology	
	No Submission of any of the above	0		

SECOND STAGE: PREFERENTIAL POINT SYSTEM

Second Stage: Preferential Points System (80/20); 80 for Price and 20 for specific goals.

Specific goals

Specific Goals 1: Ownership (maximum points 10)

The specific goals allocated in terms of this tender	Number of points allocated	Verification document(s)	Scored points
RACE			
Business owned more than 100% by black person	4	ID Copy of Director/Owner and CSD	
Business owned less than 100% by black person	2	ID Copy of Director/Owner and CSD	
GENDER			
Business owned more than 50% by black women	3	ID Copy of Director/Owner and CSD	
Business owned less than 50% by black women	2	ID Copy of Director/Owner and CSD	
YOUTH			
Business owned more than 50% by black youth	2	ID Copy of Director/Owner and CSD	
DISABILITY			
Business owned more than 50% by disabled person	1	Doctor's certificate and CSD	

Specific Goals 2: RDP Goals (maximum points 10)

The specific goals allocated in terms of this tender	Number of points allocated	Verification document(s)	Scored point
Promotion of Business falls under the SMME category	4	Certified copy of B-BBE Certificate/ Sworn Affidavit	
Promotion of Business located within Nkandla Municipality	6	CSD and Proof of Municipal Account/ CSD and Original proof of residence signed by a Ward councilor	
Promotion of Business located within King Cetshwayo District Municipality	4	CSD and Proof of Municipal Account/ CSD and Original proof of residence signed by a Ward councilor	
Promotion of Business located within KZN province	2	CSD and Proof of Municipal Account	
Promotion of Business located in South Africa outside KZN Province	1	CSD and Proof of Municipal Account	

Only bidders who pass the first stage with a minimum of 70% will then be evaluated further in the second stage.

NB: Bidders are required to submit supporting documents to score full points.

MBD 2

TAX PIN

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 To meet this requirement bidders are required to complete in full form "Application for a Tax Pin" and submit it to any SARS branch office nationally. The Tax Pin Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 Copies of the "Application for a Tax Pin" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 3 Applications for the Tax Pin may also be made via eFiling. To use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
- 4 SARS will then furnish the bidder with a Tax Pin that will be valid for a period of 1 (one) year from the date of approval.
- 5 The original Tax Pin must be submitted together with the bid. Failure to submit the original and valid Tax Pin will result in the invalidation of the bid. Certified copies of the Tax Pin will not be acceptable.
- 6 In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Pin.
- 7 Copies of the "Application for a Tax Pin" form are available from any SARS branch office nationally or on the website:
www.sars.gov.za.
- 8 Applications for the Tax Pin may also be made via eFiling. To use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Tenderers with annual total revenue of R5 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the Broad-Based Black Economic Empowerment Act and MUST submit a certificate issued by a registered Auditor or accredited verification agency, except for the following categories:

- **Tourism R2.5 million or less**

- **Construction R1.5 million or less**

If the Certificate is not attached to this tender document, no points shall be awarded for B-BBEE status.

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their BBEE status level certificate.

This Bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

This Bid will be evaluated and Adjudicated according to the following criteria:

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract; 4. PPPFA Regulations 2011.

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE,
PROVINCIAL GOVERNMENT OR MUNICIPALITY**

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
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 the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his / her representative:

3.2 Identity number: _____

3.3 Position occupied in the Company (director, trustee, shareholder²)

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 (where applicable) must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state* YES / NO

3.8.1 If yes, furnish particulars.

.....

.....

3.9 Have you been in the service of the state for the past YES / NO twelve months?

3.9.1 If so, furnish particulars.

.....
.....

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

3.10.1 If so, state particulars.

.....
.....

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

3.11.1 If so, state particulars.

.....
.....

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

3.12.1 If so, state particulars.

.....
.....

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

3.13.1 If so, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, **YES / NO** principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether they are bidding for this contract?

3.14.1 If so, furnish.

.....

.....

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

THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:

Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (Where applicable)

.....
Signature Date

.....
Capacity Name of Bidder

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the National Assembly or the National Council of Provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official or 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 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 exercise control over the company.

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

PRACTICES

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

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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 bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) 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:

NKA/TEC004/2022/23 – PROVISION OF A TOWN CLEANING SERVICES

in response to the invitation for the bid made by:

NKANDLA MUNICIPALITY

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

however communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

³ 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.

COMPULSORY TO COMPLETE!

PAST EXPERIENCE

Tenderers must furnish hereunder details of similar works/services, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

NAME OF THE EMPLOYER	DURATION AND COMPLETION DATE OF WORKS / SERVICES	EMPLOYER CONTACT PERSON NAME	EMPLOYER CONTACT PERSON NUMBER

SIGNATURE OF TENDERER

DATE

**NKANDLA MUNICIPALITY PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
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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 goods 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 goods covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application:

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract conflict with these general conditions, the special conditions shall apply.

3. General:

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

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards:

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

5. Use of contract documents and information inspection:

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

extend only so far as may be necessary for purposes of such performance.

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

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider'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 provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.

7. Performance security:

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses:

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail

to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 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 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' destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents:

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance:

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

12. Transportation:

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

13. Incidental services:

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period 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 provider for similar services.

14. Spare parts:

- 14.1 As specified, the supplier may be required to provide any or all the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty:

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

16. Payment:

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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.

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 provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders:

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment:

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

20. Subcontracts:

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

21. Delays in the Supplier's Performance:

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase 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 judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar
- 23.3 to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.4 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.5 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.6 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.7 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.8 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-Dumping and Counter-Vailing 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 antidumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to 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 shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
 - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability:

28.1 Except in cases of criminal negligence or 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.

29.2

30. Applicable law:

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

31. Notices:

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

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

32. Taxes and duties:

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

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

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

- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts:

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts:

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices:

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties are contemplated in section 59 of the Competition Act No 89 of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

CERTIFICATE FOR MUNICIPAL SERVICES

Information required in terms of the Nkandla Municipality's Supply Chain Management Policy.

Tender Number: NKA/TEC004/2022/23

Name of the Tenderer: _____

FURTHER DETAILS OF THE BIDDER/S: Proprietor / Director(s) / Partners, etc.:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned,
 (Full name in block letters)

Certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

 Signature

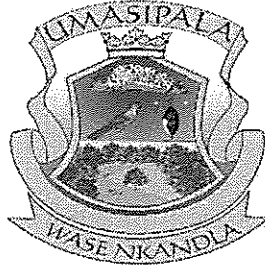
THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2023

Please note:

Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED.

NKANDLA MUNICIPALITY



BID NUMBER: NKA/TEC004/22/23

CERTIFICATE OF ATTENDANCE FOR BRIEFING MEETING

This is to certify that.....(Tenderer)
of.....(address)
was represented by the person(s) named below at the compulsory meeting held for all tenderers
at..... (Location) on..... (Date), starting at.....

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

Particulars of person(s) attending the meeting:

Name..... Signature.....

Capacity.....

Attendance of the above persons at the meeting is confirmed by the municipality's representative,
namely:

Name..... Signature.....

Capacity..... Date & Time.....

