



**EXPRESSION OF INTEREST PROPOSALS FOR HAMBURG WATER SPORT  
AND MUSIC FESTIVAL**

**BID NO: 8/2/039/2024-2025**

**TENDER DOCUMENT**

|                                                                          |       |
|--------------------------------------------------------------------------|-------|
| TENDERER/ TENDER OFFERER                                                 |       |
| <b>NAME OF</b> Company/Close Corporation<br>/Partnership/Sole Proprietor | ..... |



**BID NOTICE: 8/2/039/2024-2025**

Ngqushwa Local Municipality (NLM) hereby invites tenders from suitably qualified prospective service providers for the CALL FOR **EXPRESSION OF INTEREST PROPOSALS FOR HAMBURG WATER SPORT AND MUSIC FESTIVAL**

| Bid Number                                | Scope Of Work                                                                             | Closing Date                                                                                                                                                                                                                                                                                                                                                                                                         | Enquiries                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------|-------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>BID NO:<br/>8/2/039/2024<br/>-2025</b> | <b><u>EXPRESSION OF INTEREST PROPOSALS FOR HAMBURG WATER SPORT AND MUSIC FESTIVAL</u></b> | Date: <b>14 October 2024</b><br>Time: <b>11:00 AM</b><br>All bids must be sealed and clearly marked<br><b><u>“EXPRESSION OF INTEREST PROPOSALS FOR HAMBURG WATER SPORT AND MUSIC FESTIVAL</u></b><br>and be deposited in a tender box situated at <b>ERF 313 main rd Peddie from Monday – Friday between 08:00 – 16:30</b><br>Bids will be opened in public.<br>No late, faxed or telegraphic bids will be accepted. | Technical may be directed to<br><br><b>Ms. N Jakavula</b><br><a href="tel:0406733095">Tel:040 6733 095</a><br><br>E-mail:<br>njakavula@ngqushwamun.gov.za<br><br><b>SCM :</b><br>May be directed to<br><br><b>Mr S Gayiya</b><br><a href="tel:0406733095">Tel:040 6733 095/</a><br><br>E-mail:<br>sgayiya@ngqushwamun.gov.za |

**Preferential Procurement Policy Framework ACT No 5 2000 and the regulations thereto (2022)**

| EVALUATION     | CRITERIA |
|----------------|----------|
| PRICE          | 80       |
| SPECIFIC GOALS | 20       |
| TOTAL          | 100      |

Bidders must take note that a Pre-Qualification Evaluation (Ability Criterion) will be undertaken as follows:

- Company Experience / Similar Projects Completed with contactable references
- Experience & Qualification of Project Team (attach proof)
- Capacity and Methodology

**The bids will be evaluated on the basis of the Preferential Procurement Policy Framework [ACT No 5 2000 and the regulations thereto \(2022\)](#) as well the Ngqushwa Local Municipality’s Supply Chain Management Policy**  
**The bids will be evaluated in two stages:**

- Stage 1 Pre-qualification evaluation (Ability)
- Stage 2 Price and Specific Goals

**Bidders must take note of the following bid conditions:**

1. Submission of a Tax Compliance Status Pin (TCSP);
2. The prospective service provider must be a registered practitioner in terms of the Attorneys Act, and the registration certificate, the certificate of good standing (not older than 3 (three) months from the date of submission) and Attorneys' Fidelity Fund certificates of each member of the firm must be attached to the bid documents;
3. The prospective bidder must have personnel with a right of appearance in the High Court as envisaged in terms of Section 4 (2) of Act 62 of 1995;
4. Firms, once selected, may not act against the municipality except only with prior authorisation by the municipality's Accounting Officer, which authorization should not be unreasonably withheld;
5. In case of Conveyancers, confirmation from Deeds Registry that all Deeds Office fees are fully paid and proof of admission as Conveyancer must be submitted;
6. Neither joint ventures nor consortia shall be allowed, unless the purpose is to be considered only for special projects such as by-law development, forensic investigations and other similar work.
7. Comprehensive profile of the legal practitioner/s shall be attached as an addendum to the response. The profile shall contain a list of references at accounting officer level of a municipality and/ or corporate clients, (listing contact name, address, telephone, fax and email address) where the legal professionals have rendered service in the last 60 months.
8. A letter of reference from either the current or previous local government clients (if any) signed by the Accounting Officer of the municipality or delegated official, attaching the signed written delegation, as testimony of the bidder's ability to execute constitutional, administrative, procurement and other municipal law related instructions to be supplied.
9. Certified copies of company registration documents with clear percentage of ownership (if applicable).
10. No points will be allocated if:
  - appointment letters are not signed by the Accounting Officer or Delegated official;
  - Reference letters are not signed by the Accounting Officer or delegated official affirming that the project was completed.
  - A signed letter of delegation is not attached.
11. Clearance certificates certifying that the bidder has no outstanding amounts for municipal rates and services with any municipality where the bidder's business operations are located.
12. Bidders must be CSD registered prior submission of the bid.
13. MBD forms must be completed and signed.
14. Tenders which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
15. All bids must be completed with a black pen, the use of pencils or any other colour pen will render the bid non responsive.
16. No bids will be considered from persons in the service of the state (as defined in the Municipal Supply Chain Management Regulation).
17. Bids submitted will hold good for a period of **90** days and if your company has not heard within this period take that your company was unsuccessful

**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR CALL FOR EXPRESSION OF INTEREST TO BE**

|             |                          |               |                        |               |              |
|-------------|--------------------------|---------------|------------------------|---------------|--------------|
| BID NUMBER: | <b>8/2/039/2024-2025</b> | CLOSING DATE: | <b>14 October 2024</b> | CLOSING TIME: | <b>11H00</b> |
|-------------|--------------------------|---------------|------------------------|---------------|--------------|

**DESCRIPTION:**

- The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).
- Bid documents must be deposited in the bid box situated at erf 313 main road Peddie.
- Bidders must ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.
- The bid box is generally open from 08:00 am to 16:30 pm, 5 days a week (Monday to Friday, excluding public holidays).
- All bids must be submitted on the official forms – (not to be re-typed)
- This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions Of Contract (SCC)

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

|                         |                          |
|-------------------------|--------------------------|
| Name Of Bidder          |                          |
| Postal Address          |                          |
| Street Address          |                          |
| Telephone Number        | Code:            Number: |
| Cellphone Number        |                          |
| Facsimile Number        | Code:            Number: |
| Vat Registration Number |                          |

|                                                                                            |                                    |
|--------------------------------------------------------------------------------------------|------------------------------------|
| Has an original tax clearance certificate and Tax Pin been submitted (MBD 2)?              | YES / NO                           |
| Are you the accredited representative in south Africa for the good/Services offered by you | YES / NO<br>(IF YES ENCLOSE PROOF) |

|                                         |  |
|-----------------------------------------|--|
| SIGNATURE OF BIDDER                     |  |
| DATE                                    |  |
| CAPACITY UNDER WHICH THIS BID IS SIGNED |  |

## DECLARATION OF INTEREST

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1. Any legal person, including person employed by the state, or persons having a kinship with persons employed by the state, including a blood relationship cannot, may make an offers in terms of this invitation to bid. In view of possible allegations of favoritism, must the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/ her authorized representative declare his/her position in relation to the evaluating / adjudicating authority and / or take an oath declaring his / her interest, where -

- the bidder is employed by the state; and /or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons / a person who are / is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person per persons for or on whose behalf the declaring acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Are you or any person connected with the bidder, **YES / NO** employed by the state?

2.1.2 If so, state particulars.

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2.2 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the state and who may be involved with the evaluation and or adjudication of this bid?

2.2.1 If so, state particulars.

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

2.3.1 If so, state particulars.

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.....  
DATE

.....  
SIGNATURE OF BIDDER

**MBD 8**

**11. MBD 8 – 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.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |            |           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|
| 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?<br><i>(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).</i>                                                                                                                               | <b>Yes</b> | <b>No</b> |
| 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)?<br><i>(To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , 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).</i> | <b>Yes</b> | <b>No</b> |
| 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?                                                                                                                                                                                                                                                                                              | <b>Yes</b> | <b>No</b> |
| 4.3.1 If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                       |            |           |

|                                                                                                                                                                                                                                            |            |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|
|                                                                                                                                                                                                                                            |            |           |
| 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? | <b>Yes</b> | <b>No</b> |
| 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?                         | <b>Yes</b> | <b>No</b> |
| 4.7.1 If so, furnish particulars:                                                                                                                                                                                                          |            |           |

**5. 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 must this declaration prove to be false.

|               |               |  |
|---------------|---------------|--|
| SIGNATURE:    | NAME (PRINT): |  |
| CAPACITY:     | DATE:         |  |
| NAME OF FIRM: |               |  |



|                                                                 |
|-----------------------------------------------------------------|
| <b>12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION</b> |
|-----------------------------------------------------------------|

1. This Municipal Bidding Document (MBD) must form part of all bids 2 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). 3 Collusive bidding is a per 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:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION:**

In response to the invitation for the bid made by:

**NGQUSHWA LOCAL MUNICIPALITY**

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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:

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

*3 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.*

- (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 4 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:
- f) Prices;
  - g) Geographical area where product or service will be rendered (market allocation
  - h) Methods, factors or formulas used to calculate prices;
- i) The intention or decision to submit or not to submit, a bid;
  - j) The submission of a bid which does not meet the specifications and conditions of the bid; or
  - k) 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.
- 2 ***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.***

|               |                  |  |
|---------------|------------------|--|
| SIGNATURE:    | NAME<br>(PRINT): |  |
| CAPACITY:     | DATE:            |  |
| NAME OF FIRM: |                  |  |

## T1.2 TENDER DATA

### F.1 General

#### F.1.1 Actions

The employer and each Bidder submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

#### F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

#### F.1.3 Interpretation

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions for the calling for tender, the following definitions apply:

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### F.1.4 Communication and employer's agent

Each communication between the employer and a Bidder shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

|                                |
|--------------------------------|
| <b>The Employer's agent is</b> |
| Mr N Mgengo                    |
| The Acting Municipal Manager   |
| NGQUSHWA LOCAL MUNICIPALITY    |
| ERF 313 MAIN ROAD              |
| PEDDIE                         |
| <b>Tel: (040) 673 3095</b>     |

|                                                                                                          |
|----------------------------------------------------------------------------------------------------------|
|                                                                                                          |
|                                                                                                          |
| <b>The Employer's address for delivery of tender offers</b>                                              |
| Location of tender box: <b>ERF 313 Road, PEDDIE</b>                                                      |
|                                                                                                          |
| Tender documents must be deposited in the Municipal Tender Box before the <b>Closing date and time</b> . |

**F.1.5 The employer's right to accept or reject any tender offer**

**F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Bidder for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tendered.

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

Submit a tender offer only if the Bidder satisfies the criteria stated in the tender data and the tendered, or any of his principals, is not under any restriction to do business with employer.

**F.2.2 Cost of tendering**

Accept that the employer will not compensate the Bidder for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

**F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

**F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

**F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

**F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

**F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which Bidders may familiarize themselves with

aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

#### **F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

#### **F.2.9 Insurance**

The Bidder agrees to obtain and maintain in full force and effect a policy or policies of public liability and property damage insurance, in form and substance satisfactory to the municipality.

If the policy is cancelled, the Bidder must obtain and provide the municipality with evidence of a replacement policy on equivalent terms as a condition to Contractor's right hereunder to continue performance of the contract.

The municipality shall have no responsibility or liability for any loss (by theft or otherwise) of or damage to fixtures or other property of the Bidder, its agents, employees, contractors, licensees, visitors or invitees.

#### **F.2.10 Pricing the tender offer**

##### **F.2.10.1 N/A**

#### **F.2.12 Alternative tender offers**

**F.2.12.1** Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Bidder proposes.

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

#### **F.2.13 submitting a tender offer**

**F.2.13.1** Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tendered. Signatories for Bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** N/A
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

**F.2.15 Closing time**

- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**F.2.16 Tender offer validity**

- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

**F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the

employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the tendered.

**Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Bidder following a competitive selection process, should the Employer elect to do so.

### **F.2.18 Provide other services**

**F.2.18.1 Provide**, on request by the employer, any other services that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or quotations of services, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the Bidder not provide the services, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

### **F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

### **F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

### **F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

### **F.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

### **F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the

tender data.

### **F.3 The employer's undertakings**

#### **F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all Bidders who drew procurement documents.

#### **F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each Bidder during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a Bidder applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Bidders who drew documents.

#### **F.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the Bidder concerned.

#### **F.3.4 Opening of tender submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each Bidder whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

#### **F.3.5 Two-envelope system – N/A**

#### **F.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tendered.

#### **F.3.7 Grounds for rejection and disqualification**



Determine whether there has been any effort by a Bidder to influence the processing of tender offers and instantly disqualify a Bidder (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **F.3.8 Test for responsiveness**

**F.3.8.1** Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work,
- B) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- b) Affect the competitive position of other Bidders presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **F.3.9 Arithmetical errors**

**F.3.9.1** Check responsive tender offers for arithmetical errors, correcting them in the following manner:

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

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Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the Bidder will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

**F.3.9.2** Consider the rejection of a tender offer if the Bidder does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

### **F.3.10 Clarification of a tender offer**

Obtain clarification from a Bidder on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### **F.3.11 Evaluation of tender offers**

#### **F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Score financial offers, preferences and quality, as relevant, to two decimal places.

#### **F.3.11.2 Scoring Financial Offers**

The percentage scored for price should be calculated as follows:

The lowest acceptable bid/proposal will obtain the maximum percentage allocated for price. The other bids/proposals with higher prices will proportionately obtain lower percentages based on the following formula:

$$Ps = \frac{(Pt - Pmin)}{Pmin}$$

#### **F.3.11.3 Scoring quality (functionality)**

Each panel member should award values for each individual criterion on a score sheet.

### **F.3.12 Insurance provided by the employer**

If requested by the proposed successful tendered, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

### **F.3.13 Acceptance of tender offer**

**F.3.13.1** Accept tender offer only if the Bidder complies with the legal requirements stated in the Tender Data.

**F.3.13.2** Notify the successful Bidder of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Bidder as described in the form of offer and acceptance.

### **F.3.15. Prepare contract documents**

If necessary, revise documents that shall form part of the contract and that were issued by the

employer as part of the tender documents to take account of:

- a) of addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful Tenderer, and
- d) the schedule deviations attached to the form of offer and acceptance, if any.

**F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful Bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the Bidder to submit, after acceptance by the employer, shall be included.

**F.3.17 Complete adjudicator's contract**

N/A

**F.3.18 Provide copies of the contracts**

Provide to the successful Bidder the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**F.3.19 Tender offers will only be considered if:**

- a) The Bidder is in a possession of valid tax status at the time of the award.
- b) The Bidder or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- c) The Bidder has not:
  - a. Abused the Employer's Supply Chain Management System; or
  - b. Failed to perform on any previous contract and has been given a written notice to this effect.

# **EVALUATION OF BIDS**

**3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT**

**ADJUDICATION OF BIDS ON POINTS BASIS**

---

Information provided should be as comprehensive as possible as the Bidder's approach to this subject will be an important criterion in the Bid adjudication process. Failure to provide the information could prejudice a Bid.

Responsive Bids will be adjudicated by NGQUSHWA LOCAL MUNICIPALITY in two stages, Stage 1 for the adjudication using the Quality criteria (as spelt out in F.3.8 and tender data) and Stage 2 using a system which awards points on the following basis:

- Price .....80
- Specific Goals.....20

The Bid obtaining the highest amount of points will be awarded the Contract unless extenuating circumstances dictate otherwise. Points scored will be rounded off to one decimal place.

In the event of equal points scored, the contract will be awarded to the Bidder with the higher Specific Goals points. In the event where two or more Bids still score the same number of points even after the above criterion has been applied, the contract will be awarded through the drawing of lots.

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001**

This preference form must form part of all bids invited.

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000.00;
- and - the 90/10 system for requirements with a Rand value above R50 000 000.00.

1.2 The value of this bid is estimated to not exceed R50 000 000.00 and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

**THE POINTS FOR THIS BID ARE ALLOCATED AS FOLLOWS:**

|                               |                      |
|-------------------------------|----------------------|
| <b>1.3.1.1 PRICE</b>          | <b>POINTS<br/>80</b> |
| <b>1.3.1.2 SPECIFIC GOALS</b> | <b>20</b>            |

| The specific goals allocated points in terms of this tender | Number of points allocated              |
|-------------------------------------------------------------|-----------------------------------------|
| (80/20 system) (To be completed by the organ of state)      | Number of points claimed (80/20 system) |
| (To be completed by the tenderer)                           | What must be submitted to claim points. |
| Black (HDI)                                                 | 20 Points                               |

**TENDER VOLUME PART T2: RETURNABLE DOCUMENTS**

## T2.1 List of Returnable Documents

The following returnable schedules constitute the List of Returnable Documents for this tender.

Returnable Schedules required for tender evaluation purposes

- T2.2 A Certificate for Authority of Signatory
- T2.2 B Declaration claiming Quality Points entitlement
- T2.2 C Declaration of Tax Compliance
- T2.2.D Compulsory Enterprise Questionnaire
- T2.2.E Work Programme and cash flow projections
- T2.2 F Proof of Professional registration
- T2.2 G CV's of team members
- T2.2 H Company Experience with similar projects details FORM
- T2.2 I Certified copy of Qualifications
- T2.2 J Certified copy of BBBEE certificate
- T2.2 K Valid Tax Clearance SARS Certificate
- T2.2 L Proposal
- T2.2 M Company Shareholding Details
- T2.2 N Proof of Office Residence

Returnable Schedules will be incorporated into the Contract

- C1.1 Offer and Acceptance
- C1.2 Contract Data (Part 2)
  - C1.2.1 Record of Addenda to Tender Documents
  - C1.2.2 Declaration claiming Preference Points entitlement
  - C1.2.3 Alterations by Bidder
- C2.2 Bill of quantities

## **T2.2 A Certificate for Authority of Signatory**

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

|              |                  |                    |                      |                        |
|--------------|------------------|--------------------|----------------------|------------------------|
| A<br>Company | B<br>Partnership | C<br>Joint Venture | D<br>Sole Proprietor | E<br>Close Corporation |
|              |                  |                    |                      |                        |

b. **Certificate for company**

I, \_\_\_\_\_, a director of

\_\_\_\_\_

hereby confirm that by resolution of the board (copy attached) taken on \_\_\_\_\_ 20\_\_,

Mr/Ms \_\_\_\_\_, acting in the capacity of \_\_\_\_\_,

was authorised to sign all documents in connection with this tender and any Contract resulting from it on behalf of the company.

I further declare that the information provided in the tender is true and correct and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the Ngqushwa Local Municipality.

As witnesses:-

1. \_\_\_\_\_  
\_\_\_\_\_  
Director

2. \_\_\_\_\_  
\_\_\_\_\_  
Date

Should the Bidder have, in the opinion of the NGQUSHWA LOCAL MUNICIPALITY, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the NGQUSHWA LOCAL MUNICIPALITY may, in its sole discretion:

- \* Ignore any tenders without advising the Bidder thereof
- \* Cancel the Contract without prejudice to any legal rights the NGQUSHWA LOCAL MUNICIPALITY may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the NGQUSHWA LOCAL MUNICIPALITY Code of Conduct, this could seriously impair future business relations between the Ngqushwa Local Municipality and such Bidder.



**B. Certificate for partnership**

We, the undersigned, being the partners in the business trading as \_\_\_\_\_  
\_\_\_\_\_ hereby authorize Mr/Ms \_\_\_\_\_  
\_\_\_\_\_, acting in the capacity of \_\_\_\_\_, to  
sign all documents in connection with this tender and any Contract resulting from it on our  
behalf.

I further declare that the information provided in the tender is true and correct and documentary  
proof regarding any tendering issue will, when required, be submitted to the satisfaction of the  
NGQUSHWA LOCAL MUNICIPALITY.

| Name | Address | Signature | Date |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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

Should the Bidder have, in the opinion of the NGQUSHWA LOCAL MUNICIPALITY, acted  
fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the  
NGQUSHWA LOCAL MUNICIPALITY may, in its sole discretion:

- \* Ignore any tenders without advising the Bidder thereof
- \* Cancel the Contract without prejudice to any legal rights the NGQUSHWA LOCAL  
MUNICIPALITY may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the NGQUSHWA  
LOCAL MUNICIPALITY Code of Conduct, this could seriously impair future business relations  
between the NGQUSHWA LOCAL MUNICIPALITY and such Bidder.

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize  
Mr/Ms \_\_\_\_\_, authorised signatory of the company

-----, acting in the capacity of lead partner, to sign this tender and any Contract resulting from it on our behalf.

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

We further declare that the information provided in the tender is true and correct and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the NGQUSHWA LOCAL MUNICIPALITY.

We have examined Annexure F: Joint Venture Disclosure Form of the Employer’s procurement policy and will upon request by the Employer provide a completed and signed copy of it.

| Name of Firm | Address | Authorizing signature, Name & Capacity |
|--------------|---------|----------------------------------------|
| Lead partner |         |                                        |
|              |         |                                        |
|              |         |                                        |

Should the Bidder have, in the opinion of the NGQUSHWA LOCAL MUNICIPALITY, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the NGQUSHWA LOCAL MUNICIPALITY may, in its sole discretion:

- \* Ignore any tenders without advising the Bidder thereof
- \* Cancel the Contract without prejudice to any legal rights the NGQUSHWA LOCAL MUNICIPALITY may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the NGQUSHWA LOCAL MUNICIPALITY Code of Conduct, this could seriously impair future business relations between the NGQUSHWA LOCAL MUNICIPALITY and such Bidder.

**D. Certificate for sole proprietor.**

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

I further declare that the information provided in the tender is true and correct and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the NGQUSHWA LOCAL MUNICIPALITY.

As witnesses:-

1. \_\_\_\_\_  
Signature: Sole owner

2. \_\_\_\_\_  
Date

Should the Bidder have, in the opinion of the NGQUSHWA LOCAL MUNICIPALITY, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the NGQUSHWA LOCAL MUNICIPALITY may, in its sole discretion:

- \* Ignore any tenders without advising the Bidder thereof
- \* Cancel the Contract without prejudice to any legal rights the NGQUSHWA LOCAL MUNICIPALITY may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the NGQUSHWA LOCAL MUNICIPALITY Code of Conduct, this could seriously impair future business relations between the NGQUSHWA LOCAL MUNICIPALITY and such Bidder.

**E. Certificate for Close Corporation**

We, the undersigned, being the members of the business

-----  
hereby authorise Mr/Ms \_\_\_\_\_ acting in the  
capacity of \_\_\_\_\_ to sign all documents in connection with  
this tender and any Contract resulting from it.

We further declare that the information provided in the tender is true and correct and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the NGQUSHWA LOCAL MUNICIPALITY.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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

Should the Bidder have, in the opinion of the NGQUSHWA LOCAL MUNICIPALITY, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the tender, then the NGQUSHWA LOCAL MUNICIPALITY may, in its sole discretion:

- \* Ignore any tenders without advising the Bidder thereof
- \* Cancel the Contract without prejudice to any legal rights the NGQUSHWA LOCAL MUNICIPALITY may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the NGQUSHWA LOCAL MUNICIPALITY Code of Conduct, this could seriously impair future business relations between the NGQUSHWA LOCAL MUNICIPALITY and such Bidder.

## NGQUSHWA LOCAL MUNICIPALITY EXPRESSION OF INTEREST



## EXPRESSION OF INTEREST PROPOSALS FOR HAMBURG WATER SPORT AND MUSIC FESTIVAL

### 1. INTRODUCTION

The Municipal Council of the Ngqushwa Local Municipality hereby invites interested persons to submit Expression of Interest proposals to host its 1<sup>st</sup> Water Based Sport and Music Festival Anniversary in 2024 by November 2024 with the aim of pursuing the municipal objective to display the role the ocean plays to unlock economic development; the Municipality aims to create a vibrant environment befitting the scale of the event. Furthermore, NLM intends to organise and mobilise enough resources to cater and accommodate a series of events both on and off the ocean paramitas.

### 2. BACKGROUND

To make Ngqushwa Local Municipality in particular Hamburg coastal town abuzz with activities, NLM plans to organise and provide a series of activities between **November and December 2024** at various strategic locations. The planned Hamburg Water Based Sport and Music Festival 1<sup>st</sup> Anniversary is a unique opportunity to show the role the ocean plays in attracting locals and internationals, sports tourism including boosting local economy and job creations.

#### 2.1 *Why?*

To brand the Ngqushwa Local Municipality both locally, Nationally, and internationally. The events would be focused at involving various stakeholders for enhanced sense of inclusion, greater awareness about the celebration and strengthening the identity of the Municipality. The intent of the celebration is to promote the Municipality and Hamburg with the objective of unlocking and reviving tourism in the region.

#### 2.2 *What?*

A string of events targeted to reach out to different stakeholders. These events would include myriad activities ranging from cultural and musical entertainments, arts and craft exhibitions, children entertainments, beach sports activities, swimming and surfing activities,

bodybuilding, beach volleyball, beach soccer and touch rugby, handball, netball, cycling, watersport surfing, Rubber duck.

## **2.2 When?**

Several events and activities beginning from October up to the closing ceremony in November 2024 could be planned. The events would be planned in a way that it would lend appropriate time for the organisers to prepare and coordinate, taking into consideration the target audience to ensure maximum participation

## **3. DESCRIPTION OF THE PROJECT (What is expected from the bidders?)**

The successful bidder will be expected to organize a string of events targeted to reach out to different stakeholders. These events would include myriad activities ranging from cultural and musical entertainments, arts and craft exhibitions, children entertainments, beach sports activities, swimming and surfing activities, bodyboarding, beach volleyball, beach soccer and touch rugby, beach handball, netball, cycling, Rubber duck racing, Jet ski competition.

### **3.1: Expression of Interest**

This will require interested parties to register their interest for organizing the aforementioned proposal by submitting detailed written proposal outlining their operational plan and costing that will demonstrate beneficiation of Ngqushwa communities at large

### **3.2 : SCOPE OF WORK AND DELIVERABLES**

The scope of work shall broadly include but not limited to the following:

#### **a) Conceptualisation of the Event**

The event management company will be responsible for conceptualisation and assessment of type and magnitude of the event in consultation with the HOD Community Services and the Municipality's marketing branding and communication. This task will include:

3.1.1 Finalisation of event with all the sub-activities of the events.

3.1.2 Preparation of detailed activity plans and schedule finalisation of appropriate dates, venue, and logistic

3.1.2 Protocols, safety, and security measures including emergency health protocols.

### **3.3 Complete solution to the various aspects of the event**

This task will include various arrangements for events. Providing all the necessary arrangements for events and sub parts of events in terms of human resources, services, and equipment. The Company will assess all such requirements and provide the assessed items for the events.

#### 4. VALIDATION OF PROPOSAL

The Bidder is required to confirm that it will hold its proposal valid **for 90 days** from the closing date of the submission of proposals, during which time it will maintain without change, the personnel proposed for the services together with their proposed rates.

#### 5. SITE VISIT/ DUE DILIGENCE

Site visits will be conducted with shortlisted service providers to verify certain stated information or assumptions and in this instance the bidder will be obliged to provide the Municipality with all necessary access, assistance and/or information which the Municipality may reasonably request and to respond within the given time frame set by the Municipality

#### 6. PROJECT DURATION

The duration for the services to be provided shall be for a period **of three days** effective from the starting of event till the last day.

#### 7. OPERATION HOURS

The event will start from 10H00 -until late

#### 8. ABILITY OF SERVICE EVALUATION

| <b>Company experience</b>                                                             | <b>Evidence</b>                         |
|---------------------------------------------------------------------------------------|-----------------------------------------|
| The company conducted event Management services                                       | Two appointment letters with references |
|                                                                                       |                                         |
| <b>Expertise</b>                                                                      |                                         |
| Relevant diploma or degree on event management e.g. Tourism diploma or marketing etc. | Submit a comprehensive CV.              |
|                                                                                       |                                         |
| <b>Methodology</b>                                                                    |                                         |
|                                                                                       | Submit a detailed Methodology statement |

The prescribed format to be used for proposals and suspensive conditions will be available from the Municipal website: [www.ngqushwamun.gov.za](http://www.ngqushwamun.gov.za)

Written expression of interest proposals, on the prescribed format, signed by an authorised person, addressed to the Municipal Manager, must be submitted in the tender box at Ngqushwa Municipality Office located on Erf 313, Main Road, Peddie, 5640. Proposals must be submitted in an envelope clearly marked on the outside as follows:

| ENVELOPE TO BE MARKED AS FOLLOWS:                                                | REFERENCE NUMBER  | CLOSING DATE: |
|----------------------------------------------------------------------------------|-------------------|---------------|
| <b>Expression of interest proposal</b><br>- Water Based sport and Music festival | 2/8/039/2024-2025 | 11:00am       |

**Enquiries can be addressed to:**

1. Name of official: Ms. N Jakavula  
E-mail: [njakavula@ngqushwamun.gov.za](mailto:njakavula@ngqushwamun.gov.za)  
Telephone: 040 673 3 095
2. Name of official: Mr. V Mbangi  
E-mail: [vmbangi@ngqushwamun.gov.za](mailto:vmbangi@ngqushwamun.gov.za)  
Telephone: 040 673 33095
3. Name of official: Mr. A Dlula  
E-mail: [ADlula@ngqushwamun.gov.za](mailto:ADlula@ngqushwamun.gov.za)  
Telephone: 040 673 33095

The Council does not bind itself to enter into an agreement with any party expressing an interest in this matter and all incomplete applications or applications received after the deadline will be rejected.

**Mr. N Mgengo**  
**Municipal Manager**

.....

**Erf 313, Main Road**

**Peddie**  
**5640**



## **C1.2.1 CONDITIONS OF CONTRACT**

### **C1.2.1.1 GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **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 (GCC) will form part of all Bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific Bid, supplement the GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.

#### **b. Definitions**

b. The following terms shall be interpreted as indicated:

- 1.1 **“Acceptable bid”** means any bid, which, in all respects, complies with the specifications and conditions of the bid as set out in the bid document.
- 1.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of State for the provision of goods, works or services.
- 1.3 **“Black enterprise”** means an enterprise that is 50,1% owned by black persons and where there is substantial management control. Ownership refers to economic interest while management refers to the membership of any board or similar governing body of the enterprise.
- 1.4 **“Black empowered enterprise”** means an enterprise that is at least 25,1% owned by black persons and where there is substantial management control. Ownership refers to economic interests. Management refers to executive directors. This is whether the black enterprise has control or not.

- 1.5 **“Black people”** includes all African, Coloured or Indian persons who are South African citizens by birth or by descent or who were naturalised prior to the commencement of the constitution in 1993. In addition, the term also includes black people who became South African citizens after the constitution’s commencement but who would have been able to be naturalised prior to this, were it not for the Apartheid laws which prohibited naturalisation of certain persons. This means that an African, Coloured or Indian person who was not a South African citizen before the commencement of the constitution in 1993 but who would have been entitled to apply to be naturalised prior to 1993, will also be considered a black person and therefore a beneficiary of BEE.
- 1.6 **“Black woman-owned enterprise”** means an enterprise with at least 25,1% representation of black women within the black equity and management portion.
- 1.7 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.8 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 1.9 **“Community or broad-based enterprise”** means an enterprise that has an empowerment shareholder who represents a broad base of members such as a local community or where the benefits support a target group, for example black women, people living with disabilities, the youth and workers. Shares are held via direct equity, non-profit organisations and trusts.

Benefits from the shareholding should in a measurable sense be directed towards the uplifting of the community through job creation, welfare, skills development, entrepreneurship and human rights. At the same time, directors and management of groups should significantly comprise black persons.

These arrangements are appropriate in situations where the activities or operations of an enterprise or industry directly impact on a community or are located in a community, or may benefit a community. Notable examples are large industrial projects, mining and tourism. Other instances, which do assist in broadening the shareholder base, are employee share ownership schemes; these are a viable empowerment shareholder option. In this and other circumstances, these arrangements should not detract from the ability of the shareholder to exercise significant influence or control over the operations of the business.

- 1.10 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 1.11 **“Contract”** means the written agreement entered into between the Municipality 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.
- 1.12 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.13 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 1.14 **“Co-operative or collective enterprise”** is an autonomous association of persons who voluntarily join together to meet their economic, social and cultural needs and aspirations through the formation of a jointly-owned enterprise and democratically controlled enterprise.
- 1.15 **“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.
- 1.16 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.17 **“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.
- 1.18 **“Day”** means calendar day.

- 1.19 **“Delivery”** means delivery in compliance with the conditions of the contract or order.
- 1.20 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.21 **“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.
- 1.22 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 1.23 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.24 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 1.25 **“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 Municipality in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.26 **“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.
- 1.27 **“GCC”** means the General Conditions of Contract.

- 1.28 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the Municipality under the contract.
- 1.29 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen –
- 1.29.1 who, due to the Apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993) (“the interim Constitution); and/or
- 1.29.2 who is a female; and/or
- 1.29.3 who has a disability:
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI.
- 1.30 **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.
- 1.31 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.32 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 1.33 **“The Municipality”** means NGQUSHWA LOCAL MUNICIPALITY
- 1.34 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.35 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.

- 1.36 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 1.37 **“Parliament”** means Parliament of the Republic of South Africa as set out in Chapter Four of the Constitution.
- 1.38 **“Person”** includes reference to a juristic person.
- 1.39 **“Project site”** where applicable, means the place of delivery being Mount Ayliff main stores.
- 1.40 **“Purchaser”** means the organization purchasing the goods.
- 1.41 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of the bid invitations, and includes all applicable taxes and excise duties.
- 1.42 **“Republic”** or **“RSA”** means the Republic of South Africa.
- 1.43 **“RFP”** means Request for Proposal.
- 1.44 **“RFT”** means Request for Tender.
- 1.45 **“RFQ”** means Request for Quotation.
- 1.46 **“SCC”** means the Special Conditions of Contract.
- 1.47 **“Secretary”** means the Secretary to Parliament.

- 1.48 **“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.
- 1.49 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations, 2001. In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of State to give particular consideration to procuring locally manufactured products.
- 1.50 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act 102 of 1996).
- 1.51 **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such a primary contractor in the execution of part of a project in terms of the contract.
- 1.52 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 1.53 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 1.54 **“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 Municipality 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.

### **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 Municipality 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 as 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 Municipality and shall be returned (all copies) to the Municipality on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the Municipality to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the Municipality if so required by the purchaser.

### **6. Patent rights**

- 6.1 The supplier shall indemnify the Municipality 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 – N/A**

### **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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of Parliament or an organisation acting on behalf of Parliament.
- 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 Municipality shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed 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 at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the Municipality 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 Municipality 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.
- 10.2 Documents to be submitted by the supplier are specified in the tender document.

## **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 tender document.

## **12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the tender document. All materials priced must include delivery.

## **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:
- (b) 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;

- ® 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
- ® 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 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:

(b) such spare parts as the Municipality 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 Municipality of the pending termination, in sufficient time to permit the Municipality to procure needed requirements; and

(b) following such termination, furnishing at no cost to the Municipality 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 (36) 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.
- 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 24 hours 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 24 hours, the Municipality 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 Municipality may have against the supplier under the contract.

## **16. Payment**

- 16.1 N/A
- 16.2 The supplier shall furnish the Municipality with an invoice accompanied by a copy of the delivery note and upon fulfil NLM of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the Municipality 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.

## **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.

## **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 Municipality 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 Municipality 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 Municipality 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 Municipality 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 Municipality 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 Municipality 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:

(b) 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 Municipality pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

® if the supplier, in the judgment of the Municipality has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the Municipality terminates the contract in whole or in part, the Municipality 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 Municipality 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 Municipality in writing of such condition and the cause thereof. Unless otherwise directed by the Municipality 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 Municipality 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 Municipality 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 as agreed between the Municipality the Bidder and the independent intermediary.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (b) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the Municipality shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

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

(b) the supplier shall not be liable to the Municipality 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 Municipality and

(b) the aggregate liability of the supplier to the Municipality 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, Parliament 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 (SARS).

### **33. Ownership and Copyright**

33.1.1 Ownership of all products produced in terms of this agreement, of whatever nature, vest in the purchaser.

33.1.2 The copyright of products, of whatever nature, commissioned and produced in terms of this agreement, and that have been paid for by the Employer are owned exclusively by the purchaser.

**C1.2 Contract Data**

**C1.2.2 Part 1: Data provided by the Employer**

| Clause | Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | <p><b>Employer:</b><br/>                     The Employer is the NGQUSHWA LOCAL MUNICIPALITY<br/>                     The authorized and designated representative of the employer is:<br/>                     Name: Mr N Mgengo, The Acting Municipal Manager, NGQUSHWA LOCAL MUNICIPALITY.</p> <p>The Employer’s address for receipt of communications is:<br/>                     NGQUSHWA LOCAL MUNICIPALITY<br/>                     Erf 313 main road<br/>                     PEDDIE<br/> <b>Tel: (040) 673 3095</b></p> |
| 1      | <p><b>Period of Performance:</b><br/>                     All services shall be completed within the time frames set out in the final project programme to be drawn up jointly between the Employer and the Service Provider.</p>                                                                                                                                                                                                                                                                                                 |
| 3.14.1 | The final programme shall be submitted within 7 working days of the award of the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 9.1    | Copyright shall vest in the Employer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

**C1.2 Contract Data**

**C1.2.3 Part 2: Data provided by the Service Provider**

| Clause | Contract Data                                             |
|--------|-----------------------------------------------------------|
| 1.     | The Service Provider is<br><br>.....<br><br>Address ..... |

|     |                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | <p>.....</p> <p>Registered Company/Close Corporation Name (if applicable) is</p> <p>.....</p> <p>VAT registration number.....</p> <p>Bank name &amp; branch.....</p> <p>Bank account number.....</p> <p>The Service Provider’s address for receipt of communications is:</p> <p>Telephone: .....</p> <p>Facsimile: .....</p> <p>E-mail: .....</p> <p>Address: .....</p> <p>.....</p> <p>.....</p> |
| 5.3 | <p>Name of designated representative.....</p> <p>Professional registration category.....</p> <p>Professional registration number.....</p> <p>Years of experience in the consultancy industry.....</p>                                                                                                                                                                                             |

## **CONTRACT VOLUME PART C2: PRICING DATA**

**Acceptance**

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Bidder’s offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of Contract identified in the Contract Data. Acceptance of the Bidder’s offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this agreement and in the Contract that is the subject of this agreement.

The terms of the Contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this agreement)

Part C2 Pricing Data

Part C3 Scope of work.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer’s agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed, signed copy of this document, including the schedule of deviations (if any). Unless the Bidder (now Service Provider) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding Contract between the parties.

**Signature(s)**:.....**Name(s)**.....

**Capacity:** **MUNICIPAL MANAGER**

**FOR NGQUSHWA LOCAL MUNICIPALITY**

(Name and domiciliumcitandi of organization)

Name and Signature of Witness: ..... Date: .....

**OFFICIAL STAMP:**

**BID CHECK LIST**

---

|                                                                                                                                  | Yes | No |
|----------------------------------------------------------------------------------------------------------------------------------|-----|----|
| 1. Pages of the Bid Document all included and completed where necessary                                                          |     |    |
| 2. Well-structured proposal on how the project will be implemented                                                               |     |    |
| 3. Signing of necessary pages of document; i.e. MBD 1, Declarations, Form of Offer                                               |     |    |
| 4. If its J.V, letter authorizing the signing of document                                                                        |     |    |
| 5. Valid Tax Compliance Status (TCS) PIN                                                                                         |     |    |
| 6. Company Registration Documents and Certified copies of Identity Document of Directors/ Owners                                 |     |    |
| 7. Original Municipal Services Clearance Certificate                                                                             |     |    |
| 8. Authority of Signatory                                                                                                        |     |    |
| 9. Notice to Bidders returned                                                                                                    |     |    |
| 10. Company Profile(s) attached                                                                                                  |     |    |
| 11. List of previous completed projects with reference letters from clients signed by the accounting officer of the institution. |     |    |
|                                                                                                                                  |     |    |
| 12. Company Directors / Owners NOT in the service of the state                                                                   |     |    |
| 13. Completed Pricing Schedule                                                                                                   |     |    |