



NQUTHU MUNICIPALITY

TENDER NO: NQLM55/24/25

TENDER DOCUMENT FOR:

DEVELOPMENT OF A PANEL FOR PROFESSIONALS IN THE FIELD OF ART, CULTURE, MUSIC, HERITAGE, TOURISM AND TRADITIONS / HISTORY FOR A PERIOD OF 36 MONTHS

CLOSING DATE: 17 JUNE 2025 AT 12:00

COMPILED BY: Municipal Managers Department Private Bag x 5521 Nquthu, 3135	SCM OFFICES ADDRESS Private Bag x 5521 Nquthu, 3135
Technical Related Queries Contact Person: Mr. TC Nyandeni Tel N ^o : +27 34 271 6100 Email: thokozanin@nquthu.gov.za	SCM Related Queries Contact Person : Sinikeziwe Zulu Tel N ^o : +27 34 271 6100 Email: sszulu@nquthu.gov.za

SERVICE PROVIDER'S DETAILS:

NAME OF SERVICE PROVIDER	
CONTACT PERSON	
E-MAIL ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
PHYSICAL ADDRESS	
POSTAL ADDRESS	



NQUTHU MUNICIPALITY

Notice No. NQLM55/24/25

INVITATION FOR THE SUBMISSION OF TENDERS

Tenderers are hereby invited in terms of Section 112 of the Local Government: Municipal Finance Management Act 56 of 2003 read with NQUTHU Supply Chain Management Policy to undertake the following: -

TENDER DESCRIPTION	TENDER NUMBER	COMPULSORY BRIEFING SESSION DETAILS	Last sale of tender document	CLOSING DATE AND TIME
DEVELOPMENT OF A PANEL FOR PROFESSIONALS IN THE FIELD OF ART, CULTURE, MUSIC, HERITAGE, TOURISM AND TRADITIONS / HISTORY FOR A PERIOD OF 36 MONTHS	NQLM 55/24-25	No Briefing session will be held.	29 May 2025 at 15h30	17 June 2025 at 12h00 at 83 Mdlalose Street, Nquthu 3135

Sealed tenders endorsed **tender number, and description** must reach the Municipal Manager, NQUTHU Municipality, and must be hand delivered and placed in the Tender Box at the Municipal Buildings, 83 Mdlalose Street, Nquthu by no later than 12h00 on the above stipulated dates.

Late tenders, telegraphic or facsimiled tenders will **NOT** be accepted. Canvassing in the gift of Municipality is strictly prohibited and will lead to disqualification of tenders. NQUTHU Local Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole/ part of the bid.

Definitions

The following terms shall be interpreted as indicated:

- (i) “**Closing time**” means the date and hour specified in the bidding documents for the receipt of bids.
- (ii) “**Contract**” means the written agreement entered between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (iii) “**Contract price**” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- (iv) “**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.
- (v) “**Countervailing duties**” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (vi) “**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.
- (vii) “**Day**” means calendar day.
- (viii) “**Delivery**” means delivery in compliance of the conditions of the contract or order.
- (ix) “**Delivery ex stock**” means immediate delivery directly from stock on hand.
- (x) “**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.
- (xi) “**Dumping**” occurs when a private enterprise abroad markets its goods on its 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.
- (xii) “**Force majeure**” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable, events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (xiii) “**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.
- (xiv) “**GCC**” means the General Conditions of Contract.

- (xv) **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (xvi) **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (xvii) **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- (xviii) **“Project site,”** where applicable, means the place indicated in bidding documents.
- (xix) **“Municipality or Client”** means the organization purchasing the goods and services.
- (xx) **“Republic”** means the Republic of South Africa.
- (xxi) **“SCC”** means the Special Conditions of Contract.
- (xxii) **“Services”** means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- (xxiii) **“Written”** or “in writing” means handwritten in ink or any form of electronic or mechanical writing.



**NQUTHU MUNICIPALITY
UMASIPALA WASE NQUTHU**

Private Bag X5521, NQUTHU, 3135

Tel: +27(0) 34 271 6100, Fax: +27(0) 34 271 6111

**ESTABLISHMENT OF PANEL FOR PROFESSIONALS IN THE FIELD
OF ARTS, CULTURE, MUSIC, HERITAGE, TOURISM AND
TRADITIONS / HISTORY FOR A PERIOD OF 3 YEARS**

TERMS OF REFERENCE

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**TERMS OF REFERENCE FOR THE DEVELOPMENT OF THE PANEL FOR
PROFESSIONALS IN THE FIELD OF ARTS, CULTURE, MUSIC, HERITAGE, TOURISM AND
TRADITIONS / HISTORY**

1. INTRODUCTION

The Princess Magogo Musical is a musical event which is deliberately and honorably named after Princess Magogo who is a mother to the former Zulu Traditional Prime Minister, Princess Mangosuthu Buthelezi. Princess Magogo of King Dinuzulu was a gifted woman in the field of traditional music. She was talented to compose and sing zulu traditional classic music (Amahubo) and was also gifted to play several traditional music instruments, including Umakhweyana, Isithontolo, Ugubhu etc. This Project is intending to celebrate her talent of music and also to preserve such music for the benefit of future generations.

The Municipality is intending to develop the Panel of Professionals that will undertake tasks assigned by the Special Programmes Unit from time to time. The municipality hereby invites entities / companies who have expertise and experience in undertaking public art projects to be appointed in a panel of service providers for a period of three years. The targeted areas of specialization are as follows:

- Arts
- Culture
- Music
- Heritage
- Tourism
- Traditions/History
- Filming and Archiving
- Any other associated tasks associated with the above

Bidders are required to submit proposals with qualifications, company profile depicting inter alia portfolios of previous work as well as reference letters for previous projects undertaken in specific areas of specialisation.

2. BACKGROUND

Princess Magogo Musical is a new Initiative for Nquthu Municipality which is intending to involve all Amakhosi around Nquthu LM jurisdiction to work collaboratively with the Municipality in pursuance of the commemoration and preservation of the Princess Magogo legacy. The suggested model of this Event is to teach Amahubo and any other traditional songs both to young and adult people of Nquthu, but it will be run through the process which will be finer defined in the next sections of this concept document. This event will occur annually as from November 2023. Amakhosi around Nquthu have been consulted about

this Programme and the last meeting with them was on the 16th January 2023, and they all support this Initiative, and there is a set Workshop to which all Amakhosi will be present and discuss the logistics of this Programme, and what is the best methodology to implement this Initiative. On the 14th January 2025 Phindangene family was consulted to solicit a consent to use the name of Princess Magogo and information material related to this Programme.

The Council of Nquthu Municipality has in principle approved this Initiative and as a result has set aside initial funds to realize the implementation of this Programme.

3. METHODOLOGY

The appointment of the Panel of Service Providers will be in terms of the Municipal SCM Policy, and once they are appointed, they will be assigned with tasks by the Special Programmes Unit in consultation with relevant departments within the municipality.

4. AIM

The main aim of this transaction is to have a readily available panel of service providers who can be contracted when required to deliver public arts activities (as listed above in section 2), as well as the tasks listed below:

1. Research on different areas
2. Feasibility studies
3. Business proposals
4. Business plans
5. Project Implementation plans
6. Lectures
7. Skills development
8. Policy framework
9. Storage, Archiving, Filming of data regarding this Programme
10. Assist in the recruitment of the participants
11. Monitoring and evaluation of the programme
12. Collaborating with the institution of higher education to advance the objectives of this programme
13. Advice the council in relation to this programme
14. Where possible raise funds for this Programme and implement these funds on 10 key approach

Notes:

- Fundraising will be based on negotiations on the percentage of the approved funding, and these negotiations will be conducted in terms of SCM Policy. On other tasks Service Providers will be appointed based on rates / quotations as per the instruction sheet. A minimum of R6000 and a maximum of R10 000 excl. VAT will be paid to the consultant for any successfully filled forms for funding or business plan prepared.

5. OTHER OBJECTIVES

- The primary and fundamental objective of this Programme is to facilitate an inclusive event which is aiming to celebrate the life of Princess Magogo through staging and annual musical event which is involving all Amakhosi in Nquthu.
- This Programme intends to conduct research on Amahubo that were composed and performed by the Princess Magogo of King Dinuzulu kaCetshwayo and other traditional Amahubo that are sung and performed during different Zulu Cultural and Traditional occasions and teach young and old people (men and women) of Nquthu to sing and perform them during different occasions, including but not limited to Umkhosi waseSandlwana and Encome.
- This Programme intends to organize different young and old people who may be suitable to participate in the Programme through auditions which may be run by an expert in the singing and performing of Amahubo and traditional songs as stated above.
- The Programme intends to present the history of the Princess Magogo of King Dinuzulu to the students from both secondary and tertiary institutions by the living son of Princess Magogo, His Excellency Prince Mangosuthu Buthelezi, through formal lectures which will be organized in the local area as a built-up event for the Commemoration of life of Princess Magogo and her music talent.
- The Programme intends to stage a Mass Choir composed of Amabutho from 9 different local Amakhosi to perform different Amahubo and traditional Songs during the main event, which were composed and performed by Princess Magogo.
- This Initiative also intends to nurture and preserve the heritage and history of Princess Magogo through educating young and old people of the entire District of Umzinyathi but specifically the community of Nquthu through pre-festivities such as live lectures, performances and other activities.

- It is also intending to collaborate with Academia especially well known and respected Professors and Philosophers who had studied the performance of Amahubo BUT especially those which were composed and performed by Princess Magogo. This Collaboration inter alia will focus on proper conceptualization of this initiative and contribute to a dignified staging of such glorious Event.

6. INSTITUTIONALIZATION OF THE INITIATIVE

Nquthu Municipality

The Municipality is initiating this Event with an aim to host it on annual basis, it is the responsibility of the Municipality to ensure that this Initiative becomes integral part of its budget, IDP planning and other strategic processes. It is also the responsibility of the Municipality to raise funds through other legitimate means to ensure that Princess Magogo Musical event is well run, managed and fully funded. By this virtue the Municipal Council is a Champion for this Event.

Prince Mangosuthu Legacy Committee

It must be well observed that the Prince Mangosuthu Legacy Committee will play a crucial role to advice the Municipality on the compilation and implementation as well as monitoring of this Initiative. The committee will also assist with a formal approval process for this Initiative. The Committee will always be there during the annual planning sessions and the implementation of this Initiative which is planned to take place every year, and they will become an integral part of the Organizing Committee.

KwaZulu Royal Family

This is a center of our customs and heritage; therefore, the Municipality will humbly seek advice from the Prince Mangosuthu Legacy Committee to advice a proper role the Royal Family will play and all necessary approvals that the Municipality may seek to obtain from the Royal Family to seamlessly implementation of this Initiative.

Local Amakhosi

Amakhosi are the foundation of this Initiative as the local custodians of culture, heritage, and traditions. They will also play an advisory role during the conceptualization, planning, implementation, and evaluation of this Initiative.

They will also assist with the selection of the participants once a proper criterion is agreed upon by all critical stakeholders. They will assist the Municipality to ensure that all the participants are cooperative during the training as well as during the implementation of the Initiative.

Nquthu Community Tourism Organization

This is a local tourism organization which is in partnership with the Municipality to promote local tourism. Their main role is to collaborate in developing tourism products and market them for the attraction of both domestic and international tourists. Beside this mandate they are also responsible in supporting local small tourism businesses for them to thrive.

They will be the part of the Organizing Committee and their main role will be to assist with the branding and promoting of this Initiative, and they will be successfully achieving this role through working with the Municipal Communications and LED Units.

They may be recommended to handle some funds for the payment of other logistics for this Initiative through the Memorandum of Agreement that they have with the Municipality. They may be also recommended to solicit some other services pertaining to this Initiative in terms of their policies which are known to the Municipality.

They may be recommended to keep some of the records of this Initiative and distribute such information to relevant parties on request or through applicable legislations.

Academia

It is very important to collaborate with Professors or Philosophers in the field of Arts, Culture, Music, Heritage, Tourism and Traditions during the conceptualization, implementation and evaluation of this Initiative.

7. ROLES AND RESPONSIBILITIES OF THE SERVICE PROVIDER

Once the Service Provider is assigned the tasks, the following is expected but not limited:

- It is very important to collaborate with Professors or Philosophers in the field of Arts, Culture, Music, Heritage, Tourism and Traditions during the conceptualization, implementation and evaluation of this Initiative
- Provide quotations or rates where applicable for the assigned tasks
- Once the task is confirmed, the service provider must prepare a plan of action to execute the task
- Provide progress reports on tasks, reflecting task progress and financial expenditure
- Deliver the services to the Municipality within the acceptable standards and timeframes
- Produce progress reports where applicable

8. ROLES AND RESPONSIBILITIES OF THE MUNICIPALITY

The Municipality is the custodian of this project; therefore, the Municipality should always ensure the following:

- The appointment of this Panel of Service Providers is in terms of SCM Policy and other relevant pieces of legislation
- Proper project monitoring and evaluation
- Make necessary inputs and contribution to the assigned tasks
- Ensures compliance with all relevant pieces of legislation in each task assigned
- Ensure proper public participation when necessary
- Approves the payments of the assigned service providers
- Ensure that all meetings for monitoring are properly convened
- Approves all the stages of the assigned task including the final or close-out report where applicable

9. BUDGET FOR THIS PROJECT

Funds to support this program will be provided through Special programmes vote. Some other tasks such as fundraising will be based on the percentage on total approval by specific funder, and that will be negotiated in terms of SCM Policy.

10. IMPORTANT SKILLS REQUIRED

The successful Professionals must have some of the following skills:

- Research, Documenting, Archiving, Filming, Teaching / lecturing, Project Management, Public Speaking, Performing (traditional and classic / choral music, Facilitation and Coordination skills, etc
- **NB: Service Providers must clearly state their most areas of specialization in the first page or cover of their company profiles**
- The Service Provider will also be required;
 - ✓ To demonstrate and prove that he has relevant skills and experience in arts, culture, history and heritage

- ✓ Significant experience in supporting communities in developing their programmes
- ✓ Experience of working in a variety of communities, ideally including; rural areas
- ✓ Expert knowledge of KwaZulu Royal Hymns, their processes and protocols
- ✓ Proven ability in supporting community organizations to understand, articulate and preserve their cultural hymns.
- ✓ Extensive personal network and knowledge of Isandlwana Heritage site, traditions related to KwaZulu Royal house, History of Princess Magogo and Prince Mangosuthu Buthelezi
- ✓ Ability and enthusiasm for supporting communities to develop new networks, including sharing own networks and contacts.

11. PROJECT DURATION

The appointment of the panel for municipal arts, culture, heritage and historian service providers will be over a period of 3 years.

12. LIST OF COMPULSORY RETURNABLE DOCUMENTS

- Company profile which shows background and knowledge in the fields as mentioned in Page 2 mentioned above, and attach abridged CV's for Professional Team
- Company registration certificate
- Proposed team with CV's and certified copy of professional registration certificates.
- Valid tax clearance certificate or compliance clearance pin must be submitted.
- A Tenderer who submitted a tender as a Joint Venture must include an acceptable Joint Venture Agreement with the tender.
- Schedule of previous similar works (experience)
- MBDs (3, 4, 5, 6.1,7.1,8 and 9)
- Proof of payment for municipal services (rates or rentals) or Proof of residential address letter for BIDDERS not receiving municipal services (directors and company)/landlord agreement
- Certificate of authority for signature
- Proof of registration on the CSD
- Certified ID copies of directors / members dated not older than 03 months
- Professional registration certificates

N/B: Failure to submit the above-mentioned compulsory returnable documents will lead to your tender being disqualified.

13. FUNCTIONALITY

KEY ASPECT OF CRITERION	EVALUATION CRITERIA	REMARKS	POINTS
FOR HERITAGE MATTERS			
Traceable project experience (Name of traceable references with contact details to be included for verification). FAILURE TO INCLUDE REFERENCE CHECK WILL RESULT IN HALF POINTS BEING ALLOCATED	Provide 3 or more traceable projects of similar nature (attach letter of appointment, reference letter	Good	30
	10 points per appointment, reference letter	fair	10
	Appointment letter or reference not attached	poor	0
Project manager/ Social facilitator in all applicable fields Attach cv and qualification Number of years in the field	5 years or more in the field	Good	10
	Less than 5 years in the field	Fair	5
	No experience and project managers cv s are not attached	Poor	0
FOR HERITAGE MATTERS			

Bidders must obtain a minimum of 70% for functionality for further evaluation

APPROACH PAPER/ METHODOLOGY			
Rating for Criteria	Guidelines For Criteria Application	Max Points	Verification Method
<p>The approach paper must respond to the scope of work with specific reference in managing community development projects. The approach paper should articulate and demonstrate a bidder's understanding of undertaking projects series of activities (as per scope of work) in sequence order.</p> <p>The Tenderer must as such explain his/her understanding of the objectives and deliverables of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources to meet the requirements.</p>			
Excellent (Points = 20)	Besides meeting the "good" rating, important issues are approached in an innovative and efficient way, indicating that the tenderer has a clear understanding and knowledge of state-of-the-art approaches. The methodology / approach paper details ways to improve the assignment's deliverables	20	Attach proposed methodologies aligned with the scope of works as outlined in the bid description and scope
Good (Points = 15)	The methodology and approach are specifically tailored to address the specific assignment's objectives, deliverables, requirements and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan is specifically tailored to the critical characteristics of the assignment		
Satisfactory (Points = 10)	The methodology and approach are reasonably aligned with the assignment's objectives and deliverables. The approach deals somewhat with the characteristics of the assignment.		
Marginal (Points = 5)	The methodology and approach are generic and not tailored to address the specific assignment's objectives, deliverables and requirements. The approach does not adequately deal with the critical characteristics of the assignment. The quality plan is too generic.		
Poor (Points = 0)	The methodology and approach are poor/are unlikely to satisfy project objectives, deliverables or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the assignment.		

Bidders must obtain a minimum of 70% for functionality for further evaluation

1.1 TRANSFER OF SKILLS

- 3.7.1. Skills transfer must be provided during execution of the project where it is practically possible. The officials to whom skills must be transferred are limited to **the number of officials** nominated by employers on the commencement meeting.
- 3.7.2. Successful Service Provider to submit proposed skills transfer strategy on the project as requirement of this tender.
- 3.7.3. This schedule shall be read together with the skill transfer clause of this contract. The NQUTHU Municipality is striving to capacitate its technical personnel to enable them to register as professionals with the Engineering Council of South Africa (ECSA) and other professional statutory bodies through providing them with practical design experience which has been considered as lacking part during skills audit undertaking by municipality.
- 3.7.4. The service provider must ensure that skills are transferred during execution of the project and Skill transfer shall be offered within the tendered price.
- 3.7.5. Skills transfer aspects:**
- (i) Planning and studies: gathering of all information and data analysis.
 - (ii) Preliminary designs and design development: ensuring participation in data application, design calculations, understanding of design standards and preparation of drawings.

(iii) Procurement / Tendering stage – Participate in preparation of tender document and understanding of all applicable standards and specification including preparation of bill of quantities.

(iv) Contract administration

3.7.6. The following conditions also apply:

(i) Failure to transfer skills shall constitute breach of this contract.

(ii) Skill transfer to take place at Company office submitted at tender stage or at Municipal office where appropriate.

(iii) Editable version documents will be produced and left with the municipality for future use.

(iv) Only professional registered people are used to transfer skills.

(v) Prior arrangements be made to the municipality nominated personnel to ensure his/her availability.

1.2 MONITORING, REPORTING REQUIREMENTS AND PERFORMANCE MANAGEMENT

3.8.1. Monitoring, reporting requirements and performance includes but not limited to:

(i) Submit written reports on the project progress as per the agreed reporting requirements.

(ii) The service provider should be available to present progress reports during the contract.

3.8.2. **Format of communication** - All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted by facsimile or in electronic format (e-mail). All plans and contract documents submitted for approval shall be in hard copy format.

3.8.3. **MANAGEMENT MEETINGS**

(i) To be able to manage the contract, the Employer and Service Providers will have various meetings, to proactively and jointly manage and minimize adverse risks to the project. The attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.

(ii) Regular meetings of a general nature may be convened and chaired by the *Employer's Agent* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk registers and compensation events	Every two weeks	To be confirmed	<i>Employer's Agent, Service Provider</i>

Overall contract progress and feedback	Monthly	To be confirmed	<i>Employer's Agent, Service Provider</i>
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(iii) Meetings of a specialist nature may be convened as specified elsewhere in this Scope or if not so specified by people and at times and locations to suit the Parties, the nature and the progress of the *services*. Records of these meetings shall be submitted to the *Employer's Agent* by the person convening the meeting within five days of the meeting.

(iv) All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

3.8.4. **Time frames for deliverables and penalties** will be based on the approved programmed as form part of the annexures.

3.8.5. **Service Provider's key people**

The Service Provider shall always maintain the involvement of the key personnel as the requirements of this contract require.

The service provider must supply key staff throughout the duration of the contract:

3.8.5.1. Project Leader:

Project Leader will ultimately be responsible for all works undertaken in this contract and as such shall at a minimum be expected to do the following:

- (i) be the primary contact person at the service provider and shall compile, receive and respond to all contractual communications between the service provider and the Employer.
- (ii) review, approve and sign all reports and drawings being submitted
- (iii) attend all start-up meetings, site inspections and design discussion meetings.
- (iv) attend all Supply Chain meetings as described in Stage 4.
- (v) attend all site clarification meetings

3.8.5.2. Project Designer:

The project designer shall be the technical expert for this appointment and as such shall at a minimum be expected to do the following:

- (i) Attend all start-up meetings, site inspections and design discussion meetings
- (ii) Carry out all detailed visual assessments.
- (iii) Inspect trial pits and trial trenches on site during investigations.
- (iv) Attend Supply chain meetings as described in Stage 4.
- (v) Attend Site clarification Meetings.
- (vi) Advice on technical issues during construction contracts.

A. COMPANY / CC / PARTNERSHIP / JV / SP REGISTRATION CERTIFICATES & ID DOCUMENTS OF ALL DIRECTORS

[NOTE: Registration Certificates for Companies, Close Corporations and Partnerships, or JV Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors must be attached here. Tenderers must include certified ID copies of all directors, members and partners]

In addition to the above, the tender must insert here certified copy of identity documents of all directors

ATTACH PROOF TO THIS PAGE

PROOF OF CENTRAL SUPPLIER DATABASE REGISTRATION

NOTE: attach full summary of CSD report

ATTACH PROOF TO THIS PAGE

SIGNED ON BEHALF OF TENDERER:

B. RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE

In terms of Clause 38 of the Supply Chain Management Policy the NQUTHU Municipality reserves the right to reject any tender if any municipal rates and tariffs or municipal service charges owed by that tenderer or any of its directors to the municipality or to any other municipality or municipal entity are in arrears for more than 3 (three) months.

Tenderers are required to submit proof of payment of municipal rates and tariffs for the municipality in which the business is situated/ located.

This serves to confirm that my **company's municipal rates and taxes are paid up to date and the following are attached:**

1. A copy of the most recent municipal statement not older than 3 months, indicating the status of payment of all municipal accounts and taxes, electricity, water, refuse, rates and levies, from the Municipality in which jurisdiction its business is situated or.
2. In the case where the tenderer does not own property/is a tenant for the purpose of its business establishment, the tenderer to provide copy of lease agreement and a recent statement from its landlord certifying that all the tenants' payments in respect of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies are paid up to date or.
3. In a case where the Service Provider cannot supply any of the above. The person would have to obtain a Rate Clearance Certificate from the Municipality that the person resides in. Service Provider would need a certified copy of the ID of all Directors and a certified copy of the company's CK Tendering, to obtain a certificate; or
4. Tenders who are **not** registered with any municipality for the payment of rates and services due to their location may submit proof of residence / business address certified by a Municipal Councilor, but only if the residence is the same address as the business address; and

Attach proof to this page in terms of the above

SIGNED ON BEHALF OF TENDERER:

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE <i>(NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</i>					
BID NUMBER:	NQULM55/24-25	CLOSING DATE:	17 JUNE 2025	CLOSING TIME:	12H00
DESCRIPTION	DEVELOPMENT OF A PANEL FOR PROFESSIONALS IN THE FIELD OF ART, CULTURE, MUSIC, HERITAGE, TOURISM AND TRADITIONS / HISTORY FOR A PERIOD OF 36 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS*

NQUTHU MUNICIPALITY					
LOT 83/11 MDLALOSE STREET					
PRIVATE BAG X5521					
NQUTHU,3135					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT			CONTACT PERSON		

CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

DECLARATION OF INTEREST

MBD 4

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to people 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 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 or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

2.3 Position occupied in the Company (director, trustee, shareholder²):

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers,

tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed:

.....

Position occupied in the state institution:

.....

Any other particulars:

.....
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document?

YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 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 evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars:

.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1. If so, furnish particulars:

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1. If so, furnish particulars:

.....
.....
.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number

4 DECLARATIONS

I, THE UNDERSIGNED (NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE IS CORRECT, AND THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature Date

.....
 Position Name of bidder

J. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD 8

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system.
 - b. committed fraud or any other improper conduct in relation to such a system; or
 - c. failed to perform on any previous contract.
- 4 **To give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or people who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

K. CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

NQUTHU Municipality

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of _____ that:

(Name of Bidder)

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

- allocation)
- (c) methods, factors or formulas used to calculate prices.
- (d) the intention or decision to submit or not to submit, a bid.
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position Name of Bidder

References

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

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

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

M. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1		
2		
3		
4		
5		

Compulsory Note:

1. The Addendum issued by Municipality comes part of this bid and it is compulsory to every bidder to submit it with the bid.
2. If the bidder did not receive addendum through the email address provided in the briefing attendance register on the date agreed, it is the responsibility of the bidder to send an email in the email address provided in this document to request the said addendum.

NAME: POSITION:

SIGNATURE: DATE:
(of person authorized to sign on behalf of the Tenderer)

N. AMENDMENTS OR QUALIFICATIONS BY TENDERER

PAGE	DESCRIPTION

If the tenderer does not wish to make any amendments to the tender documents nor any qualifications to his/her tender, the above space shall be crossed out and the words "NIL" written above the line.

NB: An amendment must leave the original document substantially intact.

SIGNED ON BEHALF OF TENDERER:

2. DRAFT SERVICE LEVEL AGREEMENT



NQUTHU MUNICIPALITY
UMASIPALA WASE NQUTHU
Private Bag X5521, NQUTHU, 3135
Tel: +27(0) 34 271 6100, Fax: +27(0) 34 271 6111

DRAFT CONTRACT

**DEVELOPMENT OF PANEL FOR PROFESSIONALS IN THE FIELD OF
ARTS, CULTURE, MUSIC, HERITAGE, TOURISM AND TRADITIONS /
HISTORY FOR A PERIOD OF 36 MONTHS**

CONTRACT NO: NQLM55/24-25

Contract relating to panel of professionals in the field of Arts, Culture, Music, Heritage, Tourism and Traditions /
History for a period of 36 months

Made and entered into between

NQUTHU MUNICIPALITY

CONTRACT

Contract, agreement made and entered into by and between the NQUTHU Municipality, herein represented by: -

Municipal Manager

Mr. MB Jiyane

(Duly authorized hereto, herein after referred to as “the Council”)

And

.....

(Registration Number)

duly incorporated in accordance with the laws of South Africa, with limited liability, herein represented by[ID No:.....], in his / her capacity as a director thereof, he/ she being duly authorized hereto)

(“Service
Provider”) Of
the other part.

Table of Clauses

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1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the Purchaser and the Vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the Vendor under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance with the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock on hand.
- 1.10 **“Delivery into consignee’s store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Vendor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which has the potential to harm the local industries in the RSA.
- 1.12 **” Force majeure”** means an event beyond the control of the Vendor and not involving the Vendor’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the Vendor is required to supply to the Purchaser under the contract.
- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Vendor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods/works or the rendering of a service.
- 1.20 **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the Institution purchasing the goods/works and/or service.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Vendor covered under the contract.
- 1.25 **“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 invitations to bid are usually published in locally distributed news media and on the municipal website.

4. Standards

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

5. Use of contract documents and information inspection

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made confident and shall extend only so far as may be necessary for purposes of such a 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 except for purposes of performing the contract.
- 5.3 any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.
- 5.4 the supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality.

7. Performance security

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

8. Inspections, tests and analysis

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may, on or after delivery be inspected, tested or analyzed and may be rejected if found not complying with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods which do comply with the requirements of the contract. Failing such a removal the rejected goods shall be returned at the supplier's cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 the provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of clause 22 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent 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' destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods.

(b) Furnishing of tools required for assembly and/or maintenance of the supplied goods.

(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.

(d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

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

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in order unless otherwise stipulated.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, except for any price adjustments authorized or in the purchaser's request for validity extension.

18. Variation orders

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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid.

Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. if at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). as soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. the right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4. except as provided under GCC clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC clause 22, unless an extension of time is agreed upon pursuant to GCC clause 22.2 without the application of penalties.
- 21.5. upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without canceling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 21.2.
 - (b) If the supplier fails to fulfil any other obligation(s) under the contract; or
 - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. in the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services like those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue the performance of the contract to the extent not terminated.

24. Antidumping and countervailing duties and rights

- 24.1. when, after the date of bid, provisional payments are required, or anti-dumping 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 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 favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force majeure

- 25.1 Notwithstanding the provisions of GCC clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to fulfil 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 from the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such a dispute or difference by mutual consultation.
- 27.2 if, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) The parties shall continue to fulfil their respective obligations under the contract unless they otherwise agree; and
(b) The purchaser shall pay the supplier any monies due to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to clause 6.
(a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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