

# TENDER / NOTICE



Garden Route District Municipality, the leading, enabling and inclusive district, characterised by equitable and sustainable development, high quality of life and equal opportunities for all.

## TENDER DOCUMENT

<b>TENDER NO</b>		<b>GRDM/21/21-22</b>	
<b>TENDER DESCRIPTION</b>		<b>REQUEST FOR SOCIAL HOUSING PARTNERSHIP QUALIFICATION – SHRA ACCREDITED SOCIAL HOUSING INSTITUTIONS</b>	
<b>CLOSING DATE</b>	<b>10 JANUARY 2022</b>	<b>CLOSING TIME</b>	<b>11:00</b>
POSTAL ADDRESS: Garden Route District Municipality Attention: Supply Chain Management Unit PO Box 12 George, 6530  <i>Clearly mark the Bid envelope with the bid number and title of bid on the face of the envelope. Any tenders couriered to be deposited in the Municipality's Bid Box, any bids sent to the wrong recipient other than being deposited in the Bid Box will not be considered</i>		TO BE DEPOSITED IN: The bid box at the entrance of the Municipal Offices Garden Route District Municipality 54 York Street George 6529	
ATTENTION: FINANCIAL DIRECTORATE SUPPLY CHAIN MANAGEMENT UNIT GARDEN ROUTE DISTRICT MUNICIPALITY GEORGE 6529		A bid posted or couriered (at sender's risk) to the Municipality, PO Box 12, George, 6530, in good time so as to reach the Municipality before the above-mentioned closing date and clearly indicated attention supply chain management unit, may be accepted on condition that it is placed in the correct Bid box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such bids are in fact lodged in the bid box.	
<b>SUMMARY FOR TENDER OPENING PURPOSES</b>			
NAME OF TENDERER: .....			
CENTRAL SUPPLIER DATABASE NO: .....			
<b>TOTAL BIDDING PRICE (INCLUDING VAT)</b>			
Total Bidding Price (Including VAT)		R	
<b>PREFERENCE CLAIMED FOR:</b>			
B-BBEE Status Level of Contributor:			
Preference Points Claimed:			
<b>B-BBEE certificates submitted with the quotation document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF B-BBEE CERTIFICATES</b>			
<b>VALIDITY PERIOD:</b> <b>AVAILABLE FOR 90 DAYS AFTER THE BID CLOSURE</b>			
<b>CONTACT DETAILS FOR:</b>			
<b>Bidding procedures and documents</b>		<b>Bid Scope and technical specifications</b>	
Miss Sandisa Gologolo Tel: (044) 803 1313 E-mail: <a href="mailto:sandisa@gardenroute.gov.za">sandisa@gardenroute.gov.za</a>		Mr Joel Mkunqwana Tel: (044) 803 1331 E-mail: <a href="mailto:joelm@gardenroute.gov.za">joelm@gardenroute.gov.za</a>	

## CHECKLIST

Please ensure that the following forms have been completed and signed and all documents, as requested, are attached to the tender document

Description of document	Document number	Yes	No
Bid Conditions & Information			
Part A: Invitation to bid and Part B: Terms and Conditions for Bidding	MBD 1		
Terms of Reference			
Current Municipal Certificate / Lease Agreement			
Pricing schedule – firm prices (purchases)	MBD 3.1		
Form of Offer & Acceptance			
Declaration of Interest	MBD 4		
Preference points claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.	MBD 6.1		
Formal contracts for services	MBD 7.1		
Declaration of bidder's past supply chain management practices	MBD 8		
Certificate of independent bid determination	MBD 9		
Authority of Signatory			
General Conditions of contract & Bid Requirements			
Annexure A : Past Experience			

**Please sign on Completion.**

.....  
**NAME OF THE BIDDER**

.....  
**SIGNATURE**

.....  
**DATE**

- 1 Agreement**  
The successful bidder will be expected to sign the Contract Form (Part 1) of this bid document within 30 days of the date of notification by the Garden Route District Municipality that his/her bid has been accepted.
- 2 Completion of Bid Documents**
  - (a) The original bid document must be completed fully in black ink and signed by the authorised signatory to validate the proposal. All the pages must be initialled by the authorised signatory. Failure to do so may result in the invalidation of the bid.
  - (b) Bid documents may not be retyped or altered in any way.
- 3 Alteration or Qualification of Bid**  
No unauthorised alteration of this set of bid documents will be allowed. Any unauthorised alteration will disqualify the proposal automatically. Any ambiguity has to be cleared with contact person for the bid before the closure date.
- 4 Authorised Signatory**
  - (a) **A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.**
  - (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.
- 5 Submission of Bid**
  - (a) The bid must be put in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the bid number, title as well as closing date and time and placed in the **Tender Box at the Garden Route District Municipality by not later than 11h00 on 10 January 2022.**
  - (b) *Faxed, e-mailed and late bids will not be accepted. Bids may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.*
- 6 Opening, Recording and Publications of Bids Received.**
  - Bids will be opened in public immediately after the bid closure date, or at such
  - time as specified in the bid documents. If requested by any bidder present,
  - names of the bidders, and if practical the total amount of each bid and of any alternative bids will be read out aloud.
  - Bids received in time recorded and entered in a register which is open for public inspection.
- 7 Tax Clearance Certificate**
  - a. ***A valid original Tax Clearance Certificate must accompany the bid documents.***  
***The onus is on the bidder to ensure that the Garden Route District Municipality has an original Tax Clearance Certificate on record and obtain confirmation from the Supply Chain Management Unit of the Garden Route District Municipality.***
  - b. ***Bids not supported by a valid original Tax Clearance Certificate, as an attachment to the bid documents will be invalidated.***
  - c. ***In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate valid original Tax Clearance Certificate.***
- 8 Evaluation of Bids**  
Bids will be evaluated in terms of their responsiveness to the bid specifications and requirements as well as such additional criteria as set out in the bid documents.
- 9 Acceptance or Rejection of a Bids**  
The Garden Route District Municipality reserves the right to withdraw any invitation to submit a bid and/or to re-advertise or to reject any bid or to accept a part of it. The Garden Route District Municipality does not bind itself to accepting the lowest bid.
- 10 Registration on Accredited Supplier Database**  
It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register online ([www.csd.gov.za](http://www.csd.gov.za)) and verify their company information at Garden Route District Municipality Database Department. The Garden Route District Municipality reserves the right not to award proposals to prospective suppliers who are not registered on the CSD (Central Supplier Database).
- 11 Site / Information Meetings**

**No site meeting held.**

- 12 Stamp and Other Duties**  
The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.
- 13 Language of Contract**  
The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.
- 14 Procurement Policy**  
Bids will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000.
- 15 Expenses Incurred in Preparation of Bid**  
The Garden Route District Municipality shall not be liable for any expenses incurred in the preparation and submission of the bid.
- 16 Wrong Information Furnished**  
Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Garden Route District Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.
- 17 Validity Period**  
***Bids shall remain valid for 120 days after the bid closure date.***
- 18 General and Special Conditions of Contract**  
The General Conditions of Contract as well as any Special Conditions of Contract that may form part of this set of bid documents will be applicable to this bid in addition to the conditions of bid.
- 19 Municipal Rates, Taxes and Charges**  
***The bidder to provide their municipal account of rates and taxes of both the Bidding entity and its directors' in its Bid Document submission. Any bidder which is or whose directors are in arrear with their municipal rates and taxes due to any Municipality within South Africa for more than three months and have not made an arrangement for settlement of or same before the bid closure date will be disqualified.***
- 20 Contact with Municipality after Bid Closure Date**  
Bidders shall not contact the Garden Route District Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Garden District Municipality, it should do so in writing to the Garden Route District Municipality. Any effort by the firm to influence the Garden Route District Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.
- 21 BBBEE Supplier Bid Declaration**  
Bidders should complete bid declaration point 4.1 & 6.1 and failure on the part of a bidder to complete mentioned bullet points, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed and you will not receive any points.

## PART A

## INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GARDEN ROUTE DISTRICT MUNICIPALITY</b>					
<b>BID NUMBER:</b>	GRDM/21/21-22	<b>CLOSING DATE:</b>	10 JANUARY 2022	<b>CLOSING TIME:</b>	11:00
<b>DESCRIPTION</b>	REQUEST FOR SOCIAL HOUSING PARTNERSHIP QUALIFICATION – SHRA ACCREDITED SOCIAL HOUSING INSTITUTIONS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7.1).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
<b>GARDEN ROUTE DISTRICT MUNICIPALITY</b>					
<b>SUPPLY CHAIN MANAGEMENT UNIT</b>					
<b>54 YORK STREET</b>					
<b>GEORGE</b>					
<b>6529</b>					
<b>SUPPLIER INFORMATION</b>					
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		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	FINANCIAL SERVICES		DEPARTMENT	PLANNING AND ECONOMIC DEVELOPMENT SERVICES	
CONTACT PERSON	SANDISA GOLOGOLO		CONTACT PERSON	MR JOEL MKUNQWANA	
CONTACT NUMBER	(044) 803 1313		CONTACT NUMBER	(044) 803 1331	
E-MAIL ADDRESS	<a href="mailto:sandisa@gardenroute.gov.za">sandisa@gardenroute.gov.za</a>		<a href="mailto:joelm@gardenroute.gov.za">joelm@gardenroute.gov.za</a>		

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>	
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.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
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
<b>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.</b>	

**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: .....

# TENDER / NOTICE



Garden Route District Municipality, the leading, enabling and inclusive district, characterised by equitable and sustainable development, high quality of life and equal opportunities for all.

## FORMAL GRDM TENDER

TENDER NUMBER		GRDM/21/21-22	
TENDERS ARE HEREBY INVITED FROM SERVICE PROVIDERS FOR THE		REQUEST FOR SOCIAL HOUSING PARTNERSHIP QUALIFICATION – SHRA ACCREDITED SOCIAL HOUSING INSTITUTIONS	
PERIOD		ONCE – OFF	
PREFERENTIAL PROCUREMENT REGULATIONS, 2017-LOCAL CONTENT REQUIREMENT		NONE	
BRIEFING SESSION		NONE	
PUBLISHED DATE	28 NOVEMBER 2021	CLOSING DATE	10 JANUARY 2022
ADVERTISEMENTS		NEWSPAPER, MUNICIPAL NOTICE BOARD, MUNICIPAL WEBSITE, SOCIAL MEDIA & E-PUBLICATION	
AVAILABLE DATE	28 NOVEMBER 2021		
CLOSING TIME			
No later than <b>11:00 am</b> , tenders will be opened immediately thereafter, in public at the Garden Route District Municipality, Supply Chain Management Unit, 54 York Street, George			
AVAILABILITY OF TENDER DOCUMENTS:			
Tender documents for <b>GRDM/21/21-22</b> are obtainable from <b>Ms. Sandisa Gologolo</b> during office hours (Mondays to Thursday 08:00 - 16:30 and Fridays 08:00 - 13:30) <b>Tel:</b> (044) 803 1313; E-mail: <a href="mailto:sandisa@gardenroute.gov.za">sandisa@gardenroute.gov.za</a>		Printed copies of the tender documents are obtainable at a non- refundable fee, payable to a cashier at Garden Route District Municipality, Supply Chain Management Unit, Ground Floor, 54 York Street, George <b>OR</b> tender documents are obtainable free of charge on Garden Route District Municipality's website at <a href="http://www.gardenroute.gov.za">www.gardenroute.gov.za</a> .	
NON - REFUNDABLE FEE:		R 200.00	
TENDER SUBMISSION RULES:			
<div>1. Tenders are to be completed in accordance with the conditions and tender rules contained in the tender document.</div> <div>2. Tender document &amp; supporting documents must be placed in a sealed envelope clearly marked for “<b>GRDM/21/21-22: REQUEST FOR SOCIAL HOUSING PARTNERSHIP QUALIFICATION – SHRA ACCREDITED SOCIAL HOUSING INSTITUTIONS</b>” must be deposited in the tender box of the Garden District Municipality, Supply Chain Management Unit, 54 York Street, George.</div> <div>3. Tenders may only be submitted on the tender document issues by the Municipality.</div> <div>4. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document.</div> <div>5. Important note: Tax Compliance Status Pin (TCS) copy and MAAA Number must be submitted with the tender documentation.</div> <div>6. VAT must be included in all prices (VAT vendor registered).</div> <div>7. Late tenders, tenders per facsimile or – e-mail will not be accepted.</div> <div>8. Tenders couriered to be delivered in accordance with the stipulated closing time above.</div> <div>9. Council reserves the right to accept any bid proposal in full or part thereof.</div> <div>10. Council will only award tenders to service providers registered on the Central Supplier Database (CSD). Website <a href="https://secure.csd.gov.za">https://secure.csd.gov.za</a></div> <div>11. Tenders will only be considered in accordance to the bid requirements.</div>			
Tenderers will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations <b>2017</b> and the Garden Route District Municipality Supply Chain Management Policy, where <b>80</b> points will be allocated in respect of price and <b>20</b> points in respect of BBEE.			
CLARITY ON BIDDING PROCEDURES MAY BE DIRECTED TO:		MS SANDISA GOLOGOLO: TEL (044) 803 1313 EMAIL: <a href="mailto:SANDISA@GARDENROUTE.GOV.ZA">SANDISA@GARDENROUTE.GOV.ZA</a>	
CLARITY ON TECHNICAL INFORMATION MAY BE DIRECTED TO:		MR JOEL MKUNQWANA: TEL: (044) 803 1331 E-MAIL: <a href="mailto:JOELM@GARDENROUTE.GOV.ZA">JOELM@GARDENROUTE.GOV.ZA</a>	
NOTICE NO:	114/2021		
AUTHORISED BY:	MUNICIPAL MANAGER: MG STRATU GARDEN ROUTE DISTRICT MUNICIPALITY		

## REQUESTS FOR FORMAL EXPRESSIONS OF INTEREST FROM SHRA ACCREDITED SOCIAL HOUSING INSTITUTIONS – PARTNERSHIP ARRANGEMENTS FOR LONG TERM DELIVERY OF SUSTAINABLE SOCIAL HOUSING PROGRAMMES

# THE SCOPE OF THE PARTNERSHIP ARRANGEMENTS

## 1. INTRODUCTION

Garden Route District Municipality requires sustainable partnership arrangements with SHRA Accredited Social Housing Institutions. This follows the formal approval of the Garden Route Municipality's (GRDM) Integrated Human Settlements Strategic Plan which details how it will provide sustainable Affordable housing opportunities ranging from social housing, student accommodation as well as other individual ownership projects ranging from Finance Linked Individual Subsidy Programmes (FLISP) and GRAP Housing as well as Inclusionary Housing opportunities where appropriate and or feasible. .

## 2. BACKGROUND

**2.1** Chapter 2, Section 26(1) (2) of the Constitution of the *Republic* of South Africa of 1996 stipulates that the Citizens have a right to adequate housing and the state must take reasonable measures to realize the right. Whereas, in terms of Section 9(1)(a-f) of the National Housing Act 1997 (Act 107 Of 1997), every municipality must as part of the municipality's process of Integrated Development Plan (IDP) process, take all reasonable and necessary steps to ensure that the inhabitants within its area of jurisdiction have access to adequate housing on a progressive basis by setting housing delivery goals, identifying suitable land for human settlements development and planning, facilitating, initiating and coordinating human settlements development in its area of jurisdiction. To realize this, the municipality has formulated a District Integrated Human Settlement Strategic Plan. There is therefore a need to enhance human settlements delivery as well as periodical review and alignment of the District Integrated Human Settlements Strategic Plan linked to a housing chapter (now referred to as The Human Settlements Sector Plan - HSSP).

**2.2** The GRDM' HSSP will serve as a strategic framework to interpret and represent the human settlements spatial development vision and guide its planned and active human settlements programme / implementation within the jurisdiction of the Municipality. The vision must be designed to enable integrated and sustainable development throughout the municipality and address the challenge to balance imperatives of economic efficiency, social and environmental integrity. More significantly will be the mapping of the overall Human Settlements Programmes and Projects in spatially well located areas, which includes delivery of qualitative and affordable social rental housing opportunities in such well-located areas.

**2.3** The Constitution of the Republic of South Africa and the Housing Act outline that:

- 2.3.1** Housing as adequate shelter, fulfils a basic need;
- 2.3.2** Housing is both a product and a process;
- 2.3.3** Housing is vital part of Integrated Development Planning;
- 2.3.4** Housing is a key sector of national economy; and
- 2.3.5** Housing is a vital *requirement* to the socio-economic well-being of the nation.

**2.4** The Comprehensive Plan has shifted the focus to improving the quality of housing and housing environments by encouraging mobility from poverty entrapment zones characterized by informal settlements and backyard dwellers to better located areas which will be defined by the GRDM' Spatial



Planning reprioritization and transformative goals. These are driven primarily by the need to realize a comprehensive social housing programmes and linked projects in well located areas to achieve long term socio-economic integration. This new Strategic Plan also sets new minimum standards for housing products improving privacy and sustainability by providing for the development of a range of social and economic facilities in housing projects. The comprehensive plan and national Outcome 8: (Sustainable Human Settlement and Improved Quality of Life) must set as a strong basis for the strategic framework.

- 2.5** Furthermore, Spatial Planning and Land Use Management Act 2013 (Act16 of 2013) (SPLUMA), section 20, provides that municipal Spatial Development Frameworks (SDF) must be prepared as part of a municipality's Integrated Development Plan (IDP) in accordance with section 26 (e) of the Local Government Municipal Systems Act 2000 (Act 32 of 2000). Section 21 of SPLUMA further details all the areas that must form the content of the Municipal SDF. The Human Settlements is part of that area where municipalities should set aside land for Human Settlements Development.
- 2.6** In the past, many municipalities have not developed strategic frameworks for development of human settlements. The Western Cape Department of Human Settlements has developed guidelines for development of Housing plans.
- 2.7** The Social Housing Act, 2008 and linked regulatory framework which is presided over by the Social Housing Regulatory Authority (SHRA), advocates for provision of sustainable social housing opportunities through development partners which have the necessary capacity and profile in the long term development and management of affordable rental assets and beneficiaries.
- 2.8** To this end, such SHRA Accredited Social Housing Institutions (SHIs) when successful are expected to enter into formal partnership agreements with participating Municipalities upon satisfying related criteria that meet the requirements to forge appropriate Social Housing Partnership conditions specified in the enabling legislation and policy framework as outlined in the Social Housing Act, the National Housing Code, Local Government Management Finance Act and the Public Finance Management Act read together. These serve to define related enabling policy and procedural guidelines to realize such partnership arrangements with the GRDM.
- 2.9** It is therefore within the above Programme and legislative context, that the GRDM and its B Municipalities have committed themselves to long term delivery of social housing opportunities in well located areas.
- 2.10** The GRDM has therefore committed itself to the establishment of cohesive SH Partnership arrangements for the purpose of long term development and management of related affordable rental housing assets and linked clients/beneficiaries.

### **3. THE OBJECTIVES OF THE PARTNERSHIP ARRANGEMENTS**

- 3.1** The main objective is to develop cohesive partnership arrangements with qualifying social housing partner(s) for long term sustainable development and management of related affordable housing assets.
- 3.2** To provide related professional services, social housing instruments and resources to enable such developments over a long period reviewed relative to performance and contractual requirements between the GRDM and the appointed institution. Such partnerships will entail the following interventions:
  - 3.2.1** Identification and targeted properties in spatially well located areas which are in Gazetted Restructuring Zones (RZs) and Priority Human Settlements Housing Development Areas (PHSHDAs);
  - 3.2.2** Undertaking necessary Pre-feasibility and feasibility exercises that will guide how the identified properties will be developed and resulting rental assets managed;
  - 3.2.3** The chosen Full SH Partner to provide the necessary systems, resources and instruments for development and management of such targeted social housing pilot projects when completed;

- 3.2.4** The chosen SHI will be responsible for raising related operational and capital funding with full support of the GRDM and the Western Cape Department of Human Settlements (WC DoHS) on the basis of the following forms of funding sources, namely:
- 3.2.4.1 Operational and planning** - institutional capacity and planning funds for undertaking land assembly and packaging of projects (Source: the SHRA);
  - 3.2.4.2 Institutional Subsidies** – State funding once formally supported by the GRDM as well as sourced from the WC DoHS in coordination with the SHRA;
  - 3.2.4.3 Restructuring Capital Grants** – The related funding is normally sourced through the applicable SHRA regulatory framework, procedures, criteria and systems directly from the SHRA with the support of the partnering Municipality and the WC DoHS; and
  - 3.2.4.4 Private Loan finance** – This represents the differential capital funding requirements to cover the overall per unit costs to the project normally provided by a participating and or willing commercial funding institution which the Full SH Partner would normally be required to directly apply and source.
- 3.2.5** The GRDM will provide identified Municipal land parcel and properties within the already Gazetted Restructuring Zones (RZs) and or Priority Human Settlements Housing Development Areas (PHSHDAs) once these are duly formally Gazetted by the National Department of Human Settlements (N DoHS).
- 3.2.6** The GRDM will further avail the targeted Municipal property or State land concerned which has been sourced from the applicable government body, as some form of social equity. This will be on the basis of long term leasehold arrangement or alternatively at 10% of its relative Market value, whichever will be deemed to be mutually beneficial to the GRDM and or Full SH Partner as well as the targeted beneficiaries linked to the project. These are part of Municipal incentives and social equity to make related projects feasible and sustainable in the long term which are advocated and guided by the provisions of The Social Housing Act as well as the SHRA Regulatory Framework.
- 3.3** The participating Full SH Partner will in turn fully comply with all the provisions of The Social Housing Act, 2008 read together with the afore-mentioned regulatory framework and related legislative requirements at all times.
- 3.4** The social housing prescribed combined household income targets will be potential beneficiaries that respectively earn between R1 500 – R500 (regarded as the Primary Social Housing target group). The secondary social housing target group allows for targeting of households whose combined monthly income will respectively per household be between R5001 – R15 000. The primary target group will constitute 30% whilst the secondary target group will be 70% of the overall project.
- 3.5** The monthly rental charges for each of these categories will be an average of 30% of combined monthly household income.
- 3.6** The SHI will be required to effectively and efficiently manage the rental assets and its clients in order to minimize any socio-economic risks whilst providing good customer relations management interventions, health and safety, proper maintenance and establishment of good relationships with its customer or client base, good communication and consultative platforms, etc.
- 3.7** The appended GRDM RFP details the related criteria and conditionalities required to be met which will be used to measure the respective formal responses of the anticipated applications from SHRA Accredited Social Housing Institutions.
- 3.8** Further to the aforementioned, the interested Social Housing Entity would have to demonstrate the ability to meet the following **Minimum Requirements** as well, namely:
- 3.8.1** Attained formal status of being a formally accredited member of the SHRA;
  - 3.8.2** Date when accreditation was confirmed and copy of the membership certificate;

- 3.8.3** Number of rental assets under its management and ownership; and
- 3.8.4** Formal referral and testimony from previous and or current Municipal partners.

#### **4. VALIDITY PERIOD**

Proposals are expected to remain valid for 120 days (i.e. 4 x months) from submission.

#### **5. CONTRACT PERIOD**

The contract period will be on the basis of 5 year periodical cycles which will be reviewed in line with set performance targets and contractual obligations and milestones. If the GRDM and participating B Municipalities are satisfied with set performance targets and related milestones, then consideration will be made to further extend the partnership arrangement for the next 5 year cycle.

#### **6. RETURNABLE DOCUMENTS**

The GRDM SCM Section will manage the issuing and retention of submitted documents to this effect.

#### **7. SUBMISSION OF PROPOSAL**

As an entity registered on the Central Supplier Database, you are requested to submit a comprehensive proposal that outlines the manner in which your institutions meets the required criteria. This will assist in evaluating whether your formal response qualifies your entity as the desired social housing partner with the GRDM. One original and one copy of the completed proposal hard copies and 2 soft copies of the proposal on memory sticks shall be placed in a sealed envelope clearly marked: **Requests for Formal Partnership Arrangements by the GRDM with SHRA Accredited Social Housing Institutions.**

The closing date and time for the receipt of completed proposals is as advertised in the call for proposals. Late proposals will not be considered. Telegraphic, telexed, facsimiled or emailed submission will not be accepted.

#### **8. CONTACT PERSON**

For technical information contact:  Mr. Joel Mkunqwana Manager Integrated Human Settlements Tel: +27 (0)44 803 1331 Email: <a href="mailto:joelm@gardenroute.gov.za">joelm@gardenroute.gov.za</a>	For bid enquiries contact:  Ms. Deidre Raubenheimer Senior Accountant Supply Chain Management Tel: +27 (0)44 803 1330 Email: <a href="mailto:deidre@gardenroute.gov.za">deidre@gardenroute.gov.za</a>
---	---

## DECLARATION OF INTEREST

<b>1.</b>	No bid will be accepted from persons in the service of the state.	
<b>2.</b>	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.	
<b>3</b>	<b>In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.</b>	
<b>3.1</b>	Full Name of bidder or his / her representative: .....	
<b>3.2</b>	Identity number: .....	
<b>3.3</b>	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ): .....	
<b>3.4</b>	Company Registration Number: .....	
<b>3.5</b>	Tax Reference Number: .....	
<b>3.6</b>	VAT Registration Number: .....	
<b>3.7</b>	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
<b>3.8</b>	Are you presently in the service of the state?*	Yes / No
<b>3.81</b>	<p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder member: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed: .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p>	
<b>3.9</b>	Have you been in the service of the state for the past twelve months? If so, furnish particulars. .....	Yes / No
<b>3.10</b>	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars:	Yes / No
<b>3.10.1</b>	<p>Name of person: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed: .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p>	

<b>3.11</b>	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars:	Yes / No	
<b>3.11.1</b>	<p>If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed: .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p>		
<b>3.12</b>	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	Yes / No	
<b>3.12.1</b>	<p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed: .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p>		
<b>3.13</b>	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?	Yes / No	
<b>3.13.1</b>	<p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed: .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p>		
<b>3.14</b>	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	Yes / No	
<b>3.14.1</b>	If yes, furnish particulars:.....		
<b>4. Full details of directors / trustees / members / shareholders</b>			
<b>THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE</b>			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number / Persal Number
The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.			

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of the bidder

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be -

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the National Assembly or the National Council of Provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official or any Municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

(e) a member of the accounting authority of any national or provincial entity; or

(f) an employee of Parliament or a provincial legislature.

<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
  - The enterprise is \_\_\_\_\_ % black owned:
  - The enterprise is \_\_\_\_\_ % black woman owned:
  - Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R10, 000,000.00 (ten million rands);
  - Please confirm on the table below the B-BBEE Level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & Stamp

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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



<b>CERTIFICATE OF INDEPENDENT BID DETERMINATION</b>
---

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
  
3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract. .
  
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

<b>CERTIFICATE OF INDEPENDENT BID DETERMINATION</b>
---

I, the undersigned, in submitting the accompanying bid: **GRDM/21/21-22: REQUEST FOR SOCIAL HOUSING PARTNERSHIP QUALIFICATION – SHRA ACCREDITED SOCIAL HOUSING INSTITUTIONS**

in response to the invitation for the bid made by:

**GARDEN ROUTE DISTRICT MUNICIPALITY**

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

I certify, on behalf of: \_\_\_\_\_ that:

**(Name of Bidder)**

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of the Bidder**

<sup>3</sup> 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.

# AUTHORITY OF SIGNATORY

Details of person responsible for Tender process:

Name		
Contact number	(            )	
Address of office submitting the Tender		
Telephone no	(            )	
Fax no	(            )	
E-mail address		

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on *(date)*.....

Mr./Ms.....has been duly authorized to sign all documents in connection with tender number:

**GRDM/21/21-22: REQUEST FOR SOCIAL HOUSING PARTNERSHIP QUALIFICATION – SHRA ACCREDITED SOCIAL HOUSING INSTITUTIONS** and any Contract which may arise there from on behalf of

(BLOCK CAPITALS) .....

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS / HER CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES            1. ....

2. ....

**TABLE OF CLAUSES**

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

**General Conditions of Contract**

**1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the provider, 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 provider 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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the provider and not involving the provider'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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
  - 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
  - 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
  - 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

<b>General Conditions of Contract</b>	
	<p>1.20 "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21 "Purchaser" means the organization purchasing the goods.</p> <p>1.22 "Republic" means the Republic of South Africa.</p> <p>1.23 "SCC" means the Special Conditions of Contract.</p> <p>1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.</p> <p>1.25 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.</p>
<b>2. Application</b>	<p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
<b>3. General</b>	<p>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.</p> <p>3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.</p>
<b>4. Standards</b>	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
<b>5. Use of contract documents and information; inspection.</b>	<p>5.1 The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The provider 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.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.</p> <p>5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
<b>6. Patent rights</b>	<p>6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> <p>6.2 When a provider developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.</p>
<b>7. Performance security</b>	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.</p> <p>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:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) a cashier's or certified cheque.</li> </ul> <p>7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.</p>
<b>8. Inspections, tests and analyses</b>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any</p>

<b>General Conditions of Contract</b>	
	<p>stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>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.</p> <p>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.</p> <p>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 provider.</p> <p>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.</p> <p>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 provider 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 providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
<b>9. Packing</b>	<p>9.1 The provider 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.</p> <p>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.</p>
<b>10. Delivery and documents</b>	10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.
<b>11. Insurance</b>	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.
<b>12. Transportation</b>	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
<b>13. Incidental services</b>	<p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(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 provider of any warranty obligations under this contract; and</li> <li>(e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</li> </ul> <p>13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.</p>
<b>14. Spare parts</b>	14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:



<b>General Conditions of Contract</b>	
	<p>(a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract; and</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
<b>15. Warranty</b>	<p>15.1 The provider 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 provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.</p>
<b>16. Payment</b>	<p>16.1 The method and conditions of payment to be made to the provider under this contract shall be specified.</p> <p>16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>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 provider.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated.</p>
<b>17. Prices</b>	<p>17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.</p>
<b>18. Increase / decrease of quantities</b>	<p>18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.</p>
<b>19. Contract amendments</b>	<p>19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
<b>20. Assignment</b>	<p>20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
<b>21. Subcontracts</b>	<p>21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.</p>
<b>22. Delays in the provider's performance</b>	<p>22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.</p> <p>22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.</p> <p>22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its</p>

<b>General Conditions of Contract</b>	
	<p>delivery obligations shall render the provider 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.</p> <p>22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider'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 provider.</p>
<b>23. Penalties</b>	<p>23.1 Subject to GCC Clause 25, if the provider 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.</p>
<b>24. Termination for default</b>	<p>24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:</p> <p>(a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 22.2;</p> <p>(b) if the provider fails to perform any other obligation(s) under the contract; or</p> <p>(c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.</p> <p>24.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>24.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.</p> <p>24.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.</p> <p>24.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>(i) the name and address of the supplier and / or person restricted by the purchaser;</p> <p>(ii) the date of commencement of the restriction;</p> <p>(iii) the period of restriction; and</p> <p>(iv) the reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>24.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
<b>25. Anti-dumping and countervailing duties and rights</b>	<p>25.1 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 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or</p>

<b>General Conditions of Contract</b>	
	any other contract or any other amount which may be due to him.
<b>26. Force Majeure</b>	<p>26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.</p> <p>26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.</p>
<b>27. Termination for insolvency</b>	<p>27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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.</p>
<b>28. Settlement of Disputes</b>	<p>28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.</p> <p>28.2 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 provider 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.</p> <p>28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>28.4 Notwithstanding any reference to mediation and/or court proceedings herein,  (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  (b) the purchaser shall pay the provider any monies due the provider for goods delivered and / or services rendered according to the prescripts of the contract.</p>
<b>29. Limitation of liability</b>	<p>29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;  (a) the provider 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 provider to pay penalties and/or damages to the purchaser; and  (b) the aggregate liability of the provider 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.</p>
<b>30. Governing language</b>	<p>30.1 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.</p>
<b>31. Applicable law</b>	<p>31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.</p>
<b>32. Notices</b>	<p>32.1 Every written acceptance of a bid shall be posted to the provider 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.</p> <p>32.2 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.</p>
<b>33. Taxes and duties</b>	<p>33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>33.3 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.</p>
<b>34. Transfer of contracts</b>	<p>34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.</p>
<b>35. Amendment of contracts</b>	<p>35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.</p>

**BID REQUIREMENTS OF GARDEN ROUTE DISTRICT MUNICIPALITY**

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

**CENTRAL SUPPLIER DATABASE (CSD) NO:**

NAME OF BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE: AREA CODE:

NUMBER:

FACSIMILE: AREA CODE:

NUMBER:

E-MAIL ADDRESS (IF AVAILABLE):

NAME OF CONTACT PERSON:

CELL PHONE NUMBER OF CONTACT PERSON:

Has a tax clearance certificate been submitted

Yes / No

Income Tax Number

Name of taxpayer

Identity number of taxpayer (if applicable)

Employer's PAYE registration number (if applicable)

Company or CC Registration No

Are you the accredited representative in South Africa for the goods / services offered by you?

Yes / No / NOT APPLICABLE

AUTHORISED SIGNATURE:

NAME:

CAPACITY:

DATE:

**PAST EXPERIENCE**

Tenderers must furnish hereunder details of similar services, which they have satisfactorily completed in the past.

EMPLOYER	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NUMBER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF TENDERER

## REQUIRED DOCUMENTATION

### **A PUBLIC COMPANY or SECTION 21 COMPANY**

A certified copy of the company's Certificate of Incorporation (CM3).

If any changes had occurred in the board of Shareholders or Directors of the company since registration, a certified copy of the amended Certificate of Incorporation regarding the changes that were registered in the office of the Registrar of Companies must be obtained.

*In the case of a Company, a resolution from the directors that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Company. The full names, identity number and his/ her capacity must be included in the resolution.*

### **A CLOSE CORPORATION**

A certified copy of the Close Corporation's registration document. (CK1 & CK2).

*If any changes had occurred in the Membership of the Close Corporation since registration, a certified copy of the amended Registration Certificate regarding the changes in membership that were registered in the office of the Registrar of Companies must be obtained. In the case of a Close Corporation, a resolution from the members that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Close Corporation. The full names, identity number and his/ her capacity must be included in the resolution.*

### **A TRUST**

A certified copy of the Trust deed (document) as well as a letter of authority in the case of business trust.

### **A PARTNERSHIP**

A certified copy of the Partnership Agreement.

### **A SOLE PROPRIETOR**

A certified copy of the Owner's ID document.

In all cases, a valid Tax Clearance certificate is required.

Where necessary certified copies of other relevant registration certificates pertaining to the business as required by legislation.

The above documentation did not include necessarily all the documentation that may be needed by the Supply Chain department which must also be requested.