

# 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/18/22-23</b>	
<b>TENDER DESCRIPTION</b>		<b>FRAMEWORK AGREEMENT FOR A PANEL OF SERVICE PROVIDERS THAT OFFER SKILLS DEVELOPMENT RELATED PROGRAMMES AND SERVICES FOR THE GARDEN ROUTE FOR A PERIOD OF THREE YEARS.</b>	
<b>PERIOD</b>		<b>THREE YEARS</b>	
<b>CLOSING DATE</b>	<b>20 APRIL 2023</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</i>  <i>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		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: AVAILABLE FOR 120 DAYS AFTER THE BID CLOSURE</b>			
<b>CONTACT DETAILS FOR:</b>			
<b>Bidding procedures and documents</b>		<b>Bid Scope and technical specifications</b>	
<b>SUPPLY CHAIN MANAGEMENT:</b> <b>Miss Bukelwa Ndzinde</b> Tel: (044) 803 803 1338 E-mail: <a href="mailto:bukelwa@gardenroute.gov.za">bukelwa@gardenroute.gov.za</a>		<b>HUMAN RESOURCE MANAGEMENT SERVICES</b> <b>Mr. Reginald Salmons</b> TEL: (044) 803 803 1363 Cell: 078 459 5264 E-mail: <a href="mailto:reginald@gardenroute.gov.za">reginald@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		<input type="checkbox"/>	<input type="checkbox"/>
Part A: Invitation to bid and Part B: Terms and Conditions for Bidding	MBD 1	<input type="checkbox"/>	<input type="checkbox"/>
Terms of Reference		<input type="checkbox"/>	<input type="checkbox"/>
Current Municipal Certificate / Lease Agreement		<input type="checkbox"/>	<input type="checkbox"/>
Pricing schedule – firm prices (purchases)	MBD 3.1	<input type="checkbox"/>	<input type="checkbox"/>
Form of Offer & Acceptance		<input type="checkbox"/>	<input type="checkbox"/>
Declaration of Interest	MBD 4	<input type="checkbox"/>	<input type="checkbox"/>
Preference points claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.	MBD 6.1	<input type="checkbox"/>	<input type="checkbox"/>
Formal contracts for services	MBD 7.1	<input type="checkbox"/>	<input type="checkbox"/>
Declaration of bidder's past supply chain management practices	MBD 8	<input type="checkbox"/>	<input type="checkbox"/>
Certificate of independent bid determination	MBD 9	<input type="checkbox"/>	<input type="checkbox"/>
Authority of Signatory		<input type="checkbox"/>	<input type="checkbox"/>
General Conditions of contract & Bid Requirements		<input type="checkbox"/>	<input type="checkbox"/>
Annexure A : Past Experience		<input type="checkbox"/>	<input type="checkbox"/>

**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 20 April 2023**
- (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.**

- 1. Bids will be opened in public immediately after the bid closure date, or at such
- 2. time as specified in the bid documents. If requested by any bidder present,
- 3. names of the bidders, and if practical the total amount of each bid and of any alternative bids will be read out aloud.
- 4. Bids received in time recorded and entered in a register which is open for public inspection.

**7 Tax Clearance Certificate / SARS TCS Pin**

- a. **Compulsory requirement to submit active, valid Tax Compliance Status for independent verification of Tax status as at Bid evaluation stage.**
- b. **Bids submission not supported by a valid original Tax Clearance Certificate and a SARS TCS Pin will be non-compliant.**
- c. **Consortia / joint ventures /sub-contractors are involved, each party must submit a separate valid original Tax Clearance Certificate and SARS TCS Pin.**

**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.

**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 Policy of Garden Route District Municipality, 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**

(i) 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.

ii) Bids submission not supported by a municipal account will be non-compliant. In the event of leasing, a lease agreement must be attached to the bid document.

**20 Contact with Municipality after Bid Closure Date**

(i) 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 BBEE Supplier Bid Declaration**

(i) Bidders should complete the "preference claimed for" block in front page of the document, bid declaration point 1.4, 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.

(ii) Bids submission not supported by a B-BBEE certificate /Sworn Affidavit will be non-compliant.

**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>	<b>GRDM/18/22-23</b>	<b>CLOSING DATE:</b>	<b>20 APRIL 2023</b>	<b>CLOSING TIME:</b>	<b>11:00</b>
<b>DESCRIPTION</b>	<b>FRAMEWORK AGREEMENT FOR A PANEL OF SERVICE PROVIDERS THAT OFFER SKILLS DEVELOPMENT RELATED PROGRAMMES AND SERVICES FOR THE GARDEN ROUTE FOR A PERIOD OF THREE YEARS.</b>				
<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>6530</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					
<b>COMPULSORY TO BE COMPLETED BY THE BIDDER</b>					
TAX COMPLIANCE STATUS	TCS PIN:		<b>AND</b>	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 ]
<b>TOTAL NUMBER OF ITEMS OFFERED</b>				<b>TOTAL BID PRICE</b>	<b>R</b>
<b>SIGNATURE OF BIDDER</b>				<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>				<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	FINANCIAL SERVICES			HUMAN RESOURCES MANAGEMENT	
CONTACT PERSON	BUKELWA NDZINDE			REGINALD SALMONS	
TELEPHONE NUMBER	(044) 803 1338			(044) 803 1363	
FACSIMILE NUMBER	086 21 555 04			N/A	
E-MAIL ADDRESS	<a href="mailto:bukelwa@gardenroute.gov.za">bukelwa@gardenroute.gov.za</a>			<a href="mailto:reginald@gardenroute.gov.za">reginald@gardenroute.gov.za</a>	

**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, 2022, 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)?  YES  NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  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.**

3.6.

**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.

## ADVERT FORMAL GARDEN ROUTE

TENDER NUMBER	GRDM/18/22-23		
TENDERS ARE HEREBY INVITED FOR:	FRAMEWORK AGREEMENT FOR A PANEL OF SERVICE PROVIDERS THAT OFFER SKILLS DEVELOPMENT RELATED PROGRAMMES AND SERVICES FOR THE GARDEN ROUTE FOR A PERIOD OF THREE YEARS.		
PERIOD	THREE YEARS		
ADVERTISEMENTS:	NEWSPAPERS; MUNICIPAL NOTICE BOARDS; MUNICIPAL WEBSITE & E-PUBLICATION		
PUBLISHED DATE	23 MARCH 2023	CLOSING DATE	20 APRIL 2023
CLOSING TIME	No later than <b>11:00 am</b> , tenders will be opened immediately thereafter, in public at the Garden Route District Municipality Head Office, 54 York Street, George.		
<b>AVAILABILITY OF TENDER DOCUMENTS:</b>			
Tender documents are obtainable from <b>Ms. Bukelwa Ndzinde</b> during office hours (Mondays to Thursday 08:00 - 16:30 and Fridays 08:00 - 13:30) <b>Tel:</b> (044) 803 1338; E-mail: <a href="mailto:bukelwa@gardenroute.gov.za">bukelwa@gardenroute.gov.za</a>		Printed copies of the tender can be obtained at a non-refundable fee, payable to a cashier at Garden Route District Municipality's Supply Chain Management Unit, Ground Floor, 54 York Street, George or by downloading documents free-of-charge from the Garden Route District Municipality website at <a href="http://www.gardenroute.gov.za">www.gardenroute.gov.za</a>	
DATE AVAILABLE:	23 MARCH 2023	NON - REFUNDABLE FEE:	R 200.00
<b>TENDER SUBMISSION RULES:</b>			
<b>Important notes</b> <ul style="list-style-type: none"><li>Tenders are to be completed in accordance with the conditions and tender rules stipulated in the tender document.</li><li>Tender and supporting documents must be delivered in an envelope, clearly marked " <b>FRAMEWORK AGREEMENT FOR A PANEL OF SERVICE PROVIDERS THAT OFFER SKILLS DEVELOPMENT RELATED PROGRAMMES AND SERVICES FOR THE GARDEN ROUTE FOR A PERIOD OF THREE YEARS.</b>" at the Garden Route District Municipality's Head Office, 54 York Street, George</li><li>Tenders may only be submitted on the tender document issued by the Municipality</li><li>Requirements for sealing, addressing, delivery, opening and assessment of tenders, are stated in the tender document.</li><li><b>A valid Tax Clearance Status Pin (TCS) and MAAA Number must be submitted with the tender document, failure to submit the required documents your bid will be disqualified.</b></li><li>VAT must be included in all prices (VAT vendor must be registered).</li><li><b>Late tenders, tenders per fax or e-mail will not be accepted.</b></li><li>Tenders couriered to be delivered to the Municipality will only be accepted if received within the stipulated closing time.</li><li>Council reserves the right to accept any bid proposal in full or part thereof.</li><li>Council will only award tenders to service providers who are registered on the Central Supplier Database (CSD). Visit <a href="https://secure.csd.gov.za">https://secure.csd.gov.za</a> if you have not registered on CSD.</li><li>Tenders will only be considered in accordance with the bid requirements.</li></ul>			
<b>Tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy of Council based on the Preferential Procurement Regulations of 2022 and the Garden Route District Municipality Supply Chain Management Policy, where 80 points will be allocated in respect of price and 20 points in respect of BBEE.</b>			
BRIEFING SESSION:	NONE		
CLARITY ON BIDDING PROCEDURES MAY BE DIRECTED TO:	MS BUKELWA NDZINDE; TEL: (044) 803 1338 E-MAIL: <a href="mailto:BUKELWA@GARDENROUTE.GOV.ZA">BUKELWA@GARDENROUTE.GOV.ZA</a>		
CLARITY ON TECHNICAL INFORMATION MAY BE DIRECTED TO:	MR REGINALD SALMONS TEL:(044) 803 1363 CELL: 078 459 5264 E-MAIL: <a href="mailto:REGINALD@GARDENROUTE.GOV.ZA">REGINALD@GARDENROUTE.GOV.ZA</a>		
NOTICE NO.	25/2023		
AUTHORISED BY:	MUNICIPAL MANAGER: MG STRATU GARDEN ROUTE DISTRICT MUNICIPALITY		

**GARDEN ROUTE DISTRICT MUNICIPALITY  
TERMS OF REFERENCE  
FRAMEWORK AGREEMENT FOR A PANEL OF SERVICE PROVIDERS THAT OFFER SKILLS DEVELOPMENT RELATED  
PROGRAMMES AND SERVICES FOR THE GARDEN ROUTE FOR A PERIOD OF THREE YEARS.**

**1. INTRODUCTION**

Tenders are hereby invited from interested parties for the following:

**APPOINTMENT OF PANEL OF SERVICES PROVIDERS – Framework Agreement**

**2. COSTING OF THE PROJECT**

Not applicable as costing will be based on the individual projects for which funding will be received from the various institutions will only apply when institutions registered on the database are requested to submit quotations. *(Approved service providers have no guarantee of task / supply orders, and are only issued a task/order following a final process of selection in the form of quotation for specific project in accordance to Preferential Procurement Regulations).*

a)

**3. OTHER CONDITIONS**

Other minimum conditions for the tender include:

- a) Must sign the Garden Skills Mecca Pledge; and
- b) Must complete Annexure A and B correctly.
- c) NOT submit programme brochures or catalogues or company profiles – such submissions will be automatically disqualified.

**4. CONTACT DETAILS AND DELIVERY DETAILS**

<b>Contact Person</b>	R. Salmons / A. Naidoo
<b>Physical Address</b>	54 York Street, Eden District Municipality, George, 6530
<b>Postal Address</b>	PO Box 12, George, 6530
<b>Contact Numbers</b>	044 803 1363

<b>Programme Name:</b>	<b>GARDEN ROUTE DISTRICT MUNICIPALITY: CORPORATE SERVICES</b>
<b>Sub-Programme:</b>	<b>GARDEN ROUTE SKILLS MECCA</b>
<b>Project Description:</b>	<b>Framework Agreement for SERVICE PROVIDERS THAT OFFER SKILLS DEVELOPMENT RELATED PROGRAMMES AND SERVICES FOR THE GARDEN ROUTE</b>



**Annexure A - Service Provider Demographics - Complete All Fields**

Organisation or Person Name	
Organization Registration Number or SA ID Number	
Contact Person Title, Name & Surname	
Contact Person Cell Number	
Contact Person Email Address	
Physical Site Address & Postal Code	
Physical Site Address GIS Coordinates	
Postal Address & Postal Code	
Primary SETA Registration Name & Number <i>Not Applicable for Mentors</i>	
Primary SIC Code <i>Not Applicable for Mentors</i>	

**Annexure B  
Refer Spreadsheet**

**Garden Route Skills Mecca Pre-Approved Service Provider Programmes and Services Template - Annexure B**

**Service Provider Name:**

**Service Provider Registration Number**

**Category 3.1.1 - Provision of occupationally based education training development**

#	Occupational Qualification, Part Qualification or Skills Programme	SAQA ID or QCTO SP ID	Training Facility in Garden Route - Yes or No	City or Town or Suburb where Facility located	QCTO Accreditation Number (Attach Proof)
1	Abattoir Foreman	118695			
2	Abattoir Supervisor	118696			
3	Above Surface Cleaner	118712			
4	Access Control Officer	110903			
5	Adhesive Binding Machine Operator	118119			
6	Air Conditioning and Refrigeration Mechanic	103277			
7	Air Conditioning and Refrigeration Systems Pipework Installer	103278			
8	Air Conditioning Filtration Equipment Worker	104618			
9	Apparel Pattern Designer Assistant	115466			
10	Apparel Pattern Maker and Grader	115455			
11	Aquaculture Farm Worker	104904			
12	Aquaculture Farmer	104912			
13	Artificial Intelligence Software Developer	118792			
14	Asphalt Tester	112827			
15	Asset Protection Officer	110904			
16	Assistant Painter	112284			
17	Automotive Battery Fitter and Tester	117018			
18	Automotive Clutch and Brake Repairer	118729			

19	Automotive Drive Train Repairer	118727		
20	Automotive Engine Assembler	119428		
21	Automotive Engine Dismantler	119440		
22	Automotive Engine Fitter	119423		
23	Automotive Motor Mechanic	97990		
24	Automotive Sales Advisor	118097		
25	Automotive Suspension Repairer	117471		
26	Automotive Workshop Assistant	117475		
27	Bicycle Mechanic	99694		
28	Bicycle Repairer	103096		
29	Bicycle Special Components Repairer	103094		
30	Bitumen Spray Equipment Operator	117015		
31	Boat Builder and Repairer (Boat Builder)	94573		
32	Boat Builder and Repairer (Ship Builder)	97155		
33	Boilermaker	93626		
34	Bookkeeper	98959		
35	Braiding Machine Operator	101325		
36	Bricklayer	93627		
37	Brush Hand	112263		
38	Bus Driver	94202		
39	Butter Maker	102919		
40	Buyer	103222		
41	Career Development Information Officer	96372		
42	Carpenter	94022		
43	Carpet Floor Finisher	117231		
44	Checkout Operator	99707		
45	Chef	101697		

46	Child and Youth Care Worker	99510			
47	Cloud Administrator	118699			
48	Collaborative Recycler	103274			
49	Commercial Ablution Cleaner	118711			
50	Commercial Cleaner	118709			
51	Commercial Floor Cleaner	118713			
52	Commercial Kitchenette Cleaner	118710			
53	Community Worker (Community Development Practitioner)	97691			
54	Community Worker (Community Development Worker)	97708			
55	Computer Technician	101408			
56	Conference and Events Organiser	102944			
57	Contact Centre Manager	99687			
58	Cook	102296			
59	Cottage Cheesemaker	102960			
60	Cyber Security Analyst	118986			
61	Dairy Farm Supervisor	105011			
62	Dairy Unit Manager	101570			
63	Data and Telecommunications Cabler	119562			
64	Data Science Practitioner	118708			
65	Design Thinking Innovation Lead	118788			
66	Design Thinking Practitioner	118705			
67	Diesel Bowser Operator	117006			
68	Diesel Electrical Fitter	102760			
69	Diesel Fitter	98822			
70	Diesel Mechanic	97592			
71	Dispatching and Receiving Clerk	99575			
72	Domestic and light commercial refrigeration serviceman	103279			

73	Dozer Operator	117025		
74	Draughtsperson (Piping Draughtsperson)	99575		
75	Dried Dairy Products Maker	102961		
76	Driving Instructor	104883		
77	Duct Work Installer	104619		
78	Electrician	91761		
79	Energy Efficiency Technician (Energy Audit Technician)	99426		
80	Engine Management and Fuel Injection Systems Assistant	103098		
81	Engine Management and Fuel Injection Systems Mechanic	102317		
82	Engine Workshop Maintenance Mechanic	104461		
83	Fishing Hand	110932		
84	Fitness Instructor	118689		
85	Fitter and Turner	94020		
86	Furniture Designer	101672		
87	Furniture Upholsterer	103199		
88	Garden Worker	99692		
89	Garment Pattern Development Assistant	115461		
90	General Glazing Installer	118083		
91	Glazier	118110		
92	Hairdresser	102497		
93	Health and Safety and Quality Practitioner (Occupational Health and Safety Practitioner)	99714		
94	Home Based Personal Care Assistant	104779		
95	Home Based Personal Care Worker	104792		
96	Individual Fitness Instructor	118690		
97	Industrial Refrigeration Mechanic Plant Room Operator	103280		
98	Industrial Water Plant Operator	102758		
99	Industrial Water Process Controller	102578		

100	Key Cutter	116118		
101	Kitchen Hand	110354		
102	Laminate Floor Finisher	117328		
103	Landscape Gardener (Landscaping Supervisor)	98892		
104	Laundry Finisher	117372		
105	Laundry Sorter	117370		
106	Laundry Washer	117371		
107	Laundry Worker	117369		
108	Learning and Development Advisor	118774		
109	Library Assistant	94598		
110	Lift Mechanic	94874		
111	Linoleum Floor Finisher	117332		
112	Materials Recycler (Paper and Packaging Collector)	103283		
113	Motorcycle Mechanic	97591		
114	Nursery Person (Garden Centre Supervisor)	98925		
115	Nursery Person (Nursery Supervisor)	93622		
116	Occupational Trainer	97154		
117	Office Administrator	102161		
118	Office Administrator (Public Service Administrator)	91994		
119	Office Supervisor	118740		
120	Painter	112832		
121	Paintless Dent Remover	101873		
122	Panel Beater	96364		
123	Patrol Officer	110867		
124	Plumber	91782		
125	Project Manager	101869		
126	Refrigeration Maintenance and Repair workman	103266		

127	Road Traffic Safety Officer	101875			
128	Security First Line Manager	118687			
129	Security Officer	110866			
130	Self-Employed Re-Cycling Materials Collector	103284			
131	Service Station Attendant (Forecourt Attendant)	99708			
132	Small Business Consultant	118741			
133	Small Engine Mechanic	98813			
134	Small Re-cycling Business Owner	104619			
135	Software Developer	118707			
136	Software Engineer	119458			
137	Software Tester	119438			
138	Solar Photovoltaic Service Technician	99447			
139	Store Person	99703			
140	Tourist Information Officer	101865			
141	Tractor Mechanic	117476			
142	Tractor Mechanic Assistant	117477			
143	Tractor Operator	117014			
144	Traffic Officer	97639			
145	Training and Development Practitioner	101321			
146	Truck Driver	93793			
147	Upholstery Cover Fitter	103187			
148	Upholstery Cover Fitter and Template Maker	103185			
149	Upholstery Frame Preparer	103200			
150	Water Infrastructure Manager	104623			
151	Water Process Controller	102255			
152	Water Regulation Practitioner	101471			
153	Water Reticulation Practitioner	102581			



154	Water Works Management Practitioner	118808			
155	Welder	94100			
156	Winemaker's Assistant	116275			
157	Advanced Spatial Intelligence Data Scientist	SP-210603			
158	Animal Health	SP-191220			
159	Assessment Practitioner	SP-220320			
160	Assistant Handyman	SP-210501			
161	Assistant Life Coach: Communication, Integrity and Confidence Coaching	SP-211001			
162	Auxiliary Community Development Facilitator	SP-210601			
163	Barber	SP-191215			
164	Basic Furniture Upholsterer	SP-191221			
165	Basic Kitchen Appliance Repairer	SP-191210			
166	Bricklayer's Assistant	SP-191217			
167	Cellphone Repairer	SP-191211			
168	Coded Welding	SP-210402			
169	Community Counsellor	SP-211003			
170	Community Development Facilitator (Drug and Alcohol Abuse Awareness)	SP-211006			
171	Conflict Management	SP-210409			
172	Domestic Water and Drainage Pipe Repairer	SP- 191201			
173	Eco Ranger	SP-191213			
174	Energy Performance Certificate (EPC) Practitioner	SP-220323			
175	General Residential Repairer	SP-191202			
176	Handicraft Footwear Maker	SP-210405			
177	Handicraft Frame Weaver	SP-210406			
178	Handicraft Knitter	SP-210407			
179	Handicraft Sewer	SP-210404			
180	Hot- and Cold-Water Systems Installer	SP-211004			

181	Magazine Master	SP-220324			
182	Moral Regeneration Education and Awareness Facilitator	SP-211005			
183	New Venture	SP-2110010			
184	Occupational Screening Spirometry	SP-211002			
185	Plumbing Hand	SP-210403			
186	Refrigerant Safe Handling	SP-210408			
187	Renewable Energy Workshop Assistant	SP-210602			
188	Shielded Metal Arc Welder	SP-191208			
189	Spatial Intelligence Data Scientist	SP-210604			
190	Wheel Balancer	SP-191209			
191	Work Based Learning and Development Practitioner	SP-220322			
192	Work Place Preparedness and Risk Control Assistant-Communicable & Other occupational Diseases	SP-200901			
193	Work Place Preparedness and Risk Control Officer- Communicable & Other occupational Diseases	SP-200902			
194	Workplace Essential Skills	SP-211009			
195	Workplace Preparation	SP-1112201			
196	Workshop Tool Assistant	SP-191207			
197	Others suggested by Provider				

**Note: Providers may add any other Occupational Qualification, Part Qualification or Skills Programme they believe is needed in the Garden Route AND that the Provider is accredited for.**

**Garden Route Skills Mecca Pre-Approved Service Provider Programmes and Services Template - Annexure B**

**Person Name**

**Person ID Number**

**Category 3.1.2 - Provision of Mentoring Services**

#	GRDM GDS Priority Sector ***	Relevant Qualification	No of years Experience	Professional Designation if Applicable	Mentoring Qualification if Applicable	Resident in Garden Route Yes or No	Retired Person Yes or No	Include Names and contact details of at least two people that can be contacted for verification.
1	A water secure future							
2	A circular economy							
3	Resilient agriculture							
4	Sustainable tourism							
5	Supporting wellbeing and resilience							
6	A connected economy: transport and rural-urban integration and ICT							
7	Sustainable local energy transition							
8	Cross Cutting Skills Development							

**\*\*\* Applicants to review The Garden Route Growth and Development Strategy to understand each Priority Sector**



Garden Route Skills Mecca  
**Service Provider Pledge**

I,

representing , hereby pledge my support and commitment as a service provider to the Garden Route Skills Mecca.

Integral to this pledge is my support for Garden Route District Development Model that is called the Joint District & Metro Approach in the Western Cape, as well as the Garden Route District Growth and Development Strategy.

In carrying out any work on behalf of the Garden Route Skills Mecca, I will at all times ascribe to and endorse through my actions, the Vision of Garden Route: *“A leading, enabling, inclusive district, characterised by equitable and sustainable development, high quality of life and equal opportunities for all”*.

We also endorse and support the core values of the Garden Route District Municipality:

- Integrity
- Excellence
- Inspired
- Caring (Ubuntu)
- Respect
- Resourceful

Signed  
**Service Provider**

Signed  
**Monde Stratu  
Municipal Manager**



<b>Programme Name:</b>	<b>GARDEN ROUTE DISTRICT MUNICIPALITY: CORPORATE SERVICES</b>
<b>Sub-Programme:</b>	<b>GARDEN ROUTE SKILLS MECCA</b>
<b>Project Description:</b>	<b>Framework agreement for SERVICE PROVIDERS THAT OFFER SKILLS DEVELOPMENT RELATED PROGRAMMES AND SERVICES FOR THE GARDEN ROUTE</b>
<b>Project Implementation Plan amount:</b>	<b>NOT APPLICABLE</b>

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

Print Name: \_\_\_\_\_

**CHAIRPERSON: BID SPECIFICATION COMMITTEE**  
**DATE:**

"I, the undersigned, do hereby certify that I have evaluated the Terms of Reference (ToR) and that I can advise the Accounting Officer that the application/ request satisfies the following requirements:

\_\_\_\_\_

Complies with the relevant prescripts.

It supports the attainment of the District Council approved strategic objectives and programmes; and The TOR is therefore in order.

Additional comments:

Mr. Thembani Loliwe  
**ACTING CHIEF FINANCIAL OFFICER**  
**DATE:**

**APPROVED/ NOT APPROVED**

**COMMENTS:**

**CHAIRPERSON: DISTRICT BID ADJUDICATION COMMITTEE**  
**DATE:**

## TERMS OF REFERENCE

### FRAME WORK AGREEMENT for A PANEL OF SERVICE PROVIDERS THAT OFFER SKILLS DEVELOPMENT RELATED PROGRAMMES AND SERVICES FOR THE GARDEN ROUTE.

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#### 1. PURPOSE

- 1.1 The role of the District Municipality is to inter alia coordinate and create opportunities for growth and jobs across the entire Garden Route District.
- 1.2 In its effort to achieve this, the District Municipality leads the implementation of the Garden Route Skills Mecca that seeks to ensure that there are sufficient, appropriately qualified technical, vocational and entrepreneurially skilled people and businesses to meet the needs of prioritised economic growth areas in the District.
- 1.3 The transversal scope of work of the Garden Route Skills Mecca (**GRSM**) requires that the District Municipality establishes partnerships and invites bids for the appointment of public, private and state-owned companies as service providers. This is done to offer skills development related programmes and services workplace as is required by employers and entrepreneurs within the prioritised economic growth and enabling sectors of the District.
- 1.4 Once framework agreement is entered into between a panel of service providers, such service providers would be expected to provide quotations on selected programmes and/or services as requested by the District Municipality which will be evaluated in accordance to the Preferential Procurement Regulations. In other words, approved service providers would be selected as possible providers for a particular programme or service and then be requested to provide a quotation for the intended programme or service.
- 1.5 Framework agreement, a panel/database/roster of suppliers/service providers, established through competitive procurement process. The approved framework agreement will comprise those suppliers / service providers who were found to be eligible following the procurement process. Approved service providers have no guarantee of task/supply orders and are only issued a task / supply order following a final process of selection. The framework agreement will have fixed duration of validity, which once passed, no further task/ supply orders may be issued.
- 1.6 When the contract for the framework agreement is concluded, it does not have a Rand Value or specific volumes of goods / works / services. Contractual obligation with a Rand Value will only arise once suppliers orders are issued against the framework agreement from the date of commencement of the agreement up to the date of termination or end of date contract.
- 1.7 If there is no approved service provider for a particular training requirement, Garden Route Council will go out in to the open market an issue an invitation for bids.

#### 2. BACKGROUND

- 2.1 The Garden Route Skills Mecca is a concept that emerged from a regional pandemic in June 2017 known as the "Knysna fires". That pandemic resulted in what become known as the Garden Route Rebuild Initiative or GRRRI. The GRRRI developed a very detailed strategic plan in December 2017 that included the concept of a Skills Mecca as one of its strategic pillars.
- 2.2 To further the concept of the Garden Route Skills Mecca or the GRSM, two multi stakeholder summits were held in 2018 and 2019 to mobilise the involvement of all residents of the Garden Route around the concept of the Skills Mecca. Those two Skills Summits resulted in nine key resolutions that today form the framework of the work of the GRSM. These resolutions are:
  - Continue and accelerate collaboration and cooperation among all District skills development role players.
  - Ensure that Skills Development leverages digital infrastructure as far as possible to ensure learning and processes methods are and remain cutting edge.
  - As far as possible link Skills Development to Investment and Economic Development opportunities to the advancement for all.
  - Ensure that all Skills Development processes in the Garden Route always proactively considers renewable energy.
  - Engage with all willing partners, in particular the SETAs and the National Skills Fund, to explore the development and implementation of projects across the District.
  - Consider and leverage local skilled people, including retired people, within the District, to accelerate the growth of the Skills Mecca.
  - All public and / or private skills development projects and/or programmes in all municipalities are acknowledged, recorded on Skills Mecca on line solution and supported within resource limitations.
  - Progressively support the development of the new apprenticeship of 21<sup>st</sup> Century (A21) in the District.

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#### GARDEN ROUTE DISTRICT MUNICIPALITY

PO Box 12, George, 6530; 54 York Street, George, 6530

Tel: 044 803 1300 | Fax: 086 555 6303 | E-mail: [info@gardendoute.gov.za](mailto:info@gardendoute.gov.za)

[www.gardenroute.gov.za](http://www.gardenroute.gov.za)

- Budget, plan and implement a Skills Summit that is held every two years in a different local municipality rotationally and alphabetically.
- 2.3 Formalised internal focused and externally focused structures to ensure good governance, leadership, management and administration of the GRSM projects, processes and programmes are fully operational, respectively known as the GRSM Task Team (internal) and the GRSM Forum (external).
- 2.4 The work of these structures emphasize relationship building to create long term partnerships as an integral part of the District Development Model that is called the Joint District & Metro Approach in the Western Cape. This alignment is considered critical to ensure that the GRSM achieves its objective as one of the key enablers to the Garden Route District Growth and Development Strategy.
- 2.5 Therefore, the District Municipality endeavours to ensure that the relevant skills are developed for industry and enterprises through active and continuous partnerships between service providers and employers and enterprises in the socio economic prioritized sectors of the Garden Route District Growth and Development Strategy:
- A water secure future
  - A circular economy
  - Resilient agriculture
  - Sustainable tourism
  - Supporting wellbeing and resilience
  - A connected economy: transport and rural-urban integration and ICT
  - Sustainable local energy transition
- 2.6 Through the establishment of a **framework agreement with SERVICE PROVIDERS THAT OFFER SKILLS DEVELOPMENT RELATED PROGRAMMES AND SERVICES FOR THE GARDEN ROUTE**, the District Municipality will actively facilitate such partnerships.

### 3. NATURE AND SCOPE OF SERVICES TO BE RENDERED

- 3.1 To deliver programmes or services that must be relevant to at least one or more of the Garden Route District Growth and Development Strategy socio economic priorities as per Annexure A that may be amended quarterly.
- 3.1.1 Provision of occupational-based education-training development qualifications, part qualifications and skills programmes accredited by the Quality Council of Trades and Occupations.
- 3.1.2 Provision of Mentoring Services aligned to the prioritized sectors of the Garden Route District Growth and Development Strategy as listed in Clause 2.5.

### 4. DURATION OF DATABASE

It is envisaged that the database will be established from February 2022 indefinitely but may be reviewed from time to time. Service providers will be given opportunities to apply for registration on a regular basis as the need arises. Framework agreement will have a fixed duration of validity for a three-year period.

Service providers may be required to re-register if the database goes under review. Invitation to participate in the framework agreement will undertake as required limited to the remainder of the initial validity period in order to widen the pool of service providers and attract new skills that may not currently be listed.

#### **When a new invitation to participate is issued, providers already on the database must only apply if they wish to add to their existing programmes or services**

Existing service providers will be subjected to annual performance reviews on the work already undertaken and that will determine their status for the remainder of the agreement, in accordance to SCM Regulation 38(d)(ii), (e), (f),(g)

Service providers will be required to maintain at minimum the following status quo for the duration of the framework agreement and will be required to submit proof of compliance each time they are asked quote on a programme or service.

1. Their current BBBEE status level or improve on it
2. Tax compliance status

3. Be compliant to SCM Regulation 38 (c), (d)(i), (e)
4. Accreditation of training and/or assessment service.

## 5. SERVICE PROVIDERS SUBMISSION REQUIREMENTS

- 5.1 The service provider is required to submit the below mentioned documents. Failure will render a bidder's proposal to be non-compliant:
  - 5.1.1 Demographic details of the Service provider as **Annexure A.**
  - 5.1.2 Garden Route Skills Mecca Pledge signed by Service Provider.
  - 5.1.3 Products and services as listed under **Annexure B** that the service provider can offer.
  - 5.1.4 Proof of **current and valid accreditation** for programmes listed on **Annexure B.**
  - 5.1.5 Proof of **endorsement** by way of a signed letter from a CONTACTABLE client in the Garden Route for the mentoring services listed on **Annexure B.**

## 6. EVALUATION METHODOLOGY

- 6.1 Applications will be subjected to the minimum documents and requirements as listed in section 5 to determine which service providers are compliant or non-compliant.
- 6.2 The content of each application will, thereafter, be evaluated against the following functional criteria for possible inclusion on the database.

No	FUNCTIONAL CRITERION	WEIGHTS	REFERENCE
1.	Fully complete, accurate <b>Annexure A.</b>	20%	Section 5.1.1
2.	Signed Garden Route Skills Mecca Pledge	10%	Section 5.1.2
3.	Proof of accreditation where relevant for programmes listed on <b>Annexure B.</b>	70% or 50%*	Section 5.1.4
4.	Proof of endorsement where relevant for mentoring services listed on <b>Annexure B.</b>	70% or 20%*	Section 5.1.5
	<b>TOTAL</b>	<b>100</b>	

\*Dependant on whether application includes both options or single option.

- 6.3 Only those applications that achieve a total score of least 100 functional points and whose submissions has been verified will be listed on the database and be eligible to submit quotations for programmes or services as the need arises.

## 7. Joint Venture Agreements

Join Ventures can bid together and valid BBBEE certificate from an accredited verification agency. The BBBEE status must be maintained for the duration of the contract (Annual review and submission)

## 8. REGISTRATION ON SUPPLIER DATABASE

- 8.1 Prospective service providers must be registered on Central Supplier database (CSD) at the time of document submission.
- 8.2 All prospective services providers who are not registered on the Central Supplier Database are requested to self-register on [www.csd.gov.za](http://www.csd.gov.za) or their submissions will not be considered.

## 9. CONTRACTUAL ASPECTS

- 9.1 The contents of this document shall be deemed to constitute the Special Conditions of Contract applicable to this request for information and shall be read together with the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations.
- 9.2 Where, however, the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.
- 9.3 This document, together with the specifications contained in this document, shall constitute part of the Contract.
- 9.4 Bidders shall not perform any work or render any services in terms of the Contract unless in receipt of a written instruction to this effect by the District Municipality.
- 9.5 The successful bidder may not assign his/ her obligations.



9.6 The successful bidder must advise the Executive Manager Corporate Services immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

## 10. DISCLAIMER

10.1 Bidders must make and rely on their own investigations and satisfy themselves as to the correctness of all aspects of the bid. The District Municipality will not be liable for any incorrect or potentially misleading information in relation to any part of this document and any accompanying bid documents.

10.2 The District Municipality reserves the right not to appoint any contracted partner who does not comply with the conditions of this bid or if information is obtained by the District Municipality about a bidder that could put the District Municipality at risk.

10.3 The District Municipality reserves the right to cancel this bid should the budget not be available at the time of award to cover the full quote of this tender or if the need does not exist anymore or the specification has changed.

## 11. ABSENCE OF OBLIGATION

No legal or other obligation shall arise between bidders and the District Municipality unless and until the formal appointment, documentation has been signed. The District Municipality is not obliged to proceed with any proposals of any bidder. The District Municipality also reserves the right to request changes to any proposed consortia.

## 12. INDEMNITY

12.1 The successful bidder will indemnify, protect, defend and hold harmless the District Municipality from and against any and all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof arising out of:

a) Any claim of any taxes payable by the bidder.

b) Any claim for Workmen's Compensation Insurance or for any loss for which the bidder is liable.

12.2 Any claim by a third party including any employees of the District Municipality or of the bidder for any loss resulting from any bodily injury and or damages to property by any act or omission of the bidder or any of its employees, servants or agents.

## 13. SUBMISSION DEADLINE

Submission close at \_\_\_\_\_ on \_\_\_\_\_ 2023.

## 14. OTHER

Enquiries can be directed as follows:

	: E-mail
<b>Specification Enquiries</b>	: Florus Prinsloo
	: Email: doc@gadenroute.gov.za

### 1.9 Other

The successful bidder will be required to sign a Service Level Agreement with the Municipality.

### **For any further information, please contact the following persons:**

Reginald Salmons – (044)803 1363

Angeline Naidoo – (044)803 1420

Angela-Ziva Coetzee – (044)803 1344

**CERTIFICATE OF MUNICIPAL SERVICES**

Information required in terms of the Garden Route District Municipality's Supply Chain Management Policy, Clause 28 (i) (c) (ii).

Tender Number:	
Name of Bidder:	

<b>DETAILS OF THE BIDDER/S: Proprietor /Director(s) / Partners, etc:</b>	
Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all names, please attach the additional details to the tender document.			
Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, \_\_\_\_\_, the undersigned, (full name in block letters)

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

\_\_\_\_\_  
Signature

thus done and signed for and on behalf of the Bidder / Contractor

at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_ 2023

**Please note:**

**MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER /S MUST BE ATTACHED TO THE TENDER DOCUMENT!**

**Even if the requested information is not applicable to the Bidder, the table above should be endorsed, NOT APPLICABLE with a reason and this DECLARATION MUST STILL BE COMPLETED AND SIGNED. In the event of leasing, a lease agreement must be attached to the tender document.**

**PRICING SCHEDULE – FIRM PRICES (PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

<b>NAME OF BIDDER</b>		<b>TENDER NO</b>	<b>GRDM/18/22-23</b>
<b>CLOSING DATE</b>	<b>20 APRIL 2023</b>	<b>CLOSING TIME</b>	<b>11:00</b>

OFFER TO BE VALID FOR..... DAYS FROM THE CLOSING DATE OF BID.

Item No.	Quantity	Description	Bid Price in RSA Currency **(ALL APPLICABLE TAXES INCLUDED)	
			Unit tariff	Total Cost

- Required by: Reginal Salmons
- At: George
- Brand and Model .....
- Country of Origin .....
- Does the offer comply with the specification(s) ?\*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/Not firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

**FORM OF OFFER AND ACCEPTANCE  
COMPULSORY TO COMPLETE**

**TENDER NO: GRDM/18/22-23- FRAMEWORK AGREEMENT FOR A PANEL OF SERVICE PROVIDERS THAT OFFER SKILLS DEVELOPMENT RELATED PROGRAMMES AND SERVICES FOR THE GARDEN ROUTE FOR A PERIOD OF THREE YEARS.**

**OFFER**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**TENDER NO: GRDM/18/22-23- FRAMEWORK AGREEMENT FOR A PANEL OF SERVICE PROVIDERS THAT OFFER SKILLS DEVELOPMENT RELATED PROGRAMMES AND SERVICES FOR THE GARDEN ROUTE FOR A PERIOD OF THREE YEARS.**

The Tender Supplier, identified in the acceptance signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tender Supplier, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tender Supplier offers to perform all of the obligations and liabilities of the contractor under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of tender identified in the tender data. **AS PER PRICING SCHEDULE** This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tender supplier before the end of the period of validity stated in the tender data, whereupon the tender supplier becomes the party named as the contractor in the contract identified in the tender data.

Signature(s) .....

Name(s) .....

Capacity .....

Company Name .....

Address .....

.....

.....

**ACCEPTANCE**

By signing this part of the form of offer and acceptance, the employer identified below accepts the Tender supplier's offer. In consideration thereof, the employer shall pay the tender supplier the amount due in accordance with the conditions of quote identified in the tender data. Acceptance of the tender supplier's offer shall form an agreement between the employer and the tender supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

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

Signature(s) .....

Name(s) .....

Capacity .....

For the  
Employer .....

.....  
(Name and address of organization)

Date: .....

.....

**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 favoritism, 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>	If yes, 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: .....	
<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:	
<b>3.10.1</b>	Name of person: ..... 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: .....	
------------------------------	--

<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:.....	

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

**THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE**

Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number / 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.



## PREFERENCE POINTS CLAIM FORM

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

#### 1.2 Preference Point allocation:

Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price;
- (b) B-BBEE status level contribution

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	
<b>PRICE</b>	<b>80</b>	<b>90</b>
<b>B-BBEE Status level Contributor</b>	<b>20</b>	<b>10</b>
<b>Total points</b>	<b>100</b>	

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for the tender, B-BBEE certificate or an Affidavit for an Exempt Micro Enterprise, will be interpreted to mean that preference points are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

1.7 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

#### 2. DEFINITIONS

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession

- contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
  - (f) **“B-BBEE”** means broad -based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
  - (g) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad -Based Black Economic Empowerment Act;
  - (h) **“Broad-Based Black Economic Empowerment Act”** means the Broad -Based Black Economic Empowerment Act, 2003 (Act No.53 of 2003);
  - (i) **“Proof of B-BBEE status level of contributor” means:**
    - 1) B-BBEE Status level certificate issued by an authorised body or person;
    - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
    - 3) Any other requirement prescribed in terms of the B-BBEE Act;
  - (j) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practise on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
  - (k) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad -Based Black Economic Empowerment Act;
  - (l) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>in</sub> = Price of lowest acceptable tender

#### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)}
 \end{array}$$

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>max</sub> = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. For the purposes of this tender the tenderer will be allocated preference points based on the B-BBEE status level contributor status stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

**5. BID DECLARATION**

3.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**4. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.2**

4.1 B-BBEE Status Level of Contributor ..... = ..... (Maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**5. SUB-CONTRACTING**

5.1 Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted .....%
- ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor .....

iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b>	<b>QSE</b>
	√	√
Any EME		
Any QSE		

**6. DECLARATION WITH REGARD TO COMPANY/FIRM**

6.1 Name of company/firm.....

6.2 VAT registration number.....

6.3 Company registration number: .....

6.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

**6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

**6.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional
- Other service providers, e.g. transporter, etc

[TICK APPLICABLE BOX]

**6.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:.....**

**Registered Account Number:**.....

**Stand Number:**.....

6.8 Total number of years the company/ firm has been in business:.....

6.9 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audio alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

**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

**CONTRACT FORM – PURCHASE OF GOODS / SERVICES**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL SERVICE PROVIDER (PART 1) AND THE DISTRICT MUNICIPALITY (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL SERVICE PROVIDER AND THE DISTRICT MUNICIPALITY WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

I the undersigned (Full names ..... ) duly authorized thereto hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to **GARDEN ROUTE DISTRICT MUNICIPALITY** (the District Municipality) in accordance with the requirements and specifications stipulated in bid number

**GRDM/18/22-23- FRAMEWORK AGREEMENT FOR A PANEL OF SERVICE PROVIDERS THAT OFFER SKILLS DEVELOPMENT RELATED PROGRAMMES AND SERVICES FOR THE GARDEN ROUTE FOR A PERIOD OF THREE YEARS.**

at the price/s quoted. The offer/s remains binding upon me/ the Company/ Close Corporation and open for acceptance by the **District Municipality** during the validity period indicated and calculated from the closing time of bid.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)

I confirm hereby that I have examined and read the above documents and declare that I am/ the Company/ Close Corporation is bound by the conditions contained in it.

2. I confirm that I have satisfied myself as to the correctness and validity of the bid; that the price(s) and rate(s) quoted cover all the goods and/or services specified in the bidding documents; that the price(s) and rate(s) cover all my/the Company's/Close Corporation's obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own or the Company's/Close Corporation's risk.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/the Company/Close Corporation under this agreement as the principal liable for the due fulfilment of this contract.
4. I declare that I/the Company/Close Corporation have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
5. I confirm that I am duly authorised to sign this contract.

NAME OF PERSON/ COMPANY/ CLOSE CORPORATION TO WHOM THE TENDER/BID WAS AWARDED (PRINT)

- (i) (Sole Supplier) (Full names..... (Identity Nr) .....
- (ii) (Registered name of Company/ Close Corporation).....  
 (Registration Nr.).....) and herein represented by ..... in  
 his/ her capacity as .....duly authorised thereto **according to a Directors/**

Members resolution of which a copy is attached)

SIGNED AT ..... ON THIS ..... DAY OF ..... 2023

SIGNATURE.....

CAPACITY.....

**WITNESSES**

1.....

2.....

**DATE:** .....



**CONTRACT FORM – PURCHASE OF GOODS / WORKS**

**PART 2 (TO BE FILLED IN BY THE DISTRICT MUNICIPALITY)**

I MONDE GIVEN STRATU in my capacity as MUNICIPAL MANAGER accept your bid under reference number:

**GRDM/18/22-23- FRAMEWORK AGREEMENT FOR A PANEL OF SERVICE PROVIDERS THAT OFFER SKILLS DEVELOPMENT RELATED PROGRAMMES AND SERVICES FOR THE GARDEN ROUTE FOR A PERIOD OF THREE YEARS.**

Dated ..... for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating delivery instructions is forthcoming.
2. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

<b>ITEM NO.</b>	<b>PRICE (ALL TAXES INCLUDED)</b>	<b>APPLICABLE BRAND</b>	<b>DELIVERY PERIOD</b>	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</b>

4. I confirm that I am duly authorized to sign this contract.

**SIGNED AT..... ON THIS ..... DAY OF .....2023**

**SIGNATURE** .....  
 NAME (PRINT) **MONDE GIVEN STRATU**  
**MUNICIPAL MANAGER**

OFFICIAL STAMP



**WITNESSES**

1.....

2.....

**DATE**.....

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <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>	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)?  <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>	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**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 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>
-----------------------------------------------------

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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:
  - d. take all reasonable steps to prevent such abuse;
  - e. 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
  - f. 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.
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<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.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**GRDM/18/22-23- FRAMEWORK AGREEMENT FOR A PANEL OF SERVICE PROVIDERS THAT OFFER SKILLS DEVELOPMENT RELATED PROGRAMMES AND SERVICES FOR THE GARDEN ROUTE FOR A PERIOD OF THREE YEARS.**

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/18/22-23- FRAMEWORK AGREEMENT FOR A PANEL OF SERVICE PROVIDERS THAT OFFER SKILLS DEVELOPMENT RELATED PROGRAMMES AND SERVICES FOR THE GARDEN ROUTE FOR A PERIOD OF THREE YEARS.**

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. ....

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## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the 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 anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the 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

<b>General Conditions of Contract</b>	
	<p>imported content provided that local manufacture does take place.</p> <p>1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <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>

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	<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:          (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.</p> <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>
<p><b>8. Inspections, tests and analyses</b></p>	<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 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>
<p><b>9. Packing</b></p>	<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</p>

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	ordered by the purchaser.
<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>	<p>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:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>
<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>

**General Conditions of Contract**

<p><b>16. Payment</b></p>	<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>
<p><b>17. Prices</b></p>	<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>
<p><b>18. Increase / decrease of quantities</b></p>	<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>
<p><b>19. Contract amendments</b></p>	<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>
<p><b>20. Assignment</b></p>	<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>
<p><b>21. Subcontracts</b></p>	<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>
<p><b>22. Delays in the provider's performance</b></p>	<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 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>
<p><b>23. Penalties</b></p>	<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>
<p><b>24. Termination for default</b></p>	<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> <ul style="list-style-type: none"> <li>(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;</li> <li>(b) if the provider fails to perform any other obligation(s) under the contract; or</li> <li>(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.</li> </ul> <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</p>

**General Conditions of Contract**

	<p>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:          (i) the name and address of the supplier and / or person restricted by the purchaser;          (ii) the date of commencement of the restriction;          (iii) the period of restriction; and          (iv) the reasons for the restriction.          These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</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>
<p><b>25. Anti-dumping and countervailing duties and rights</b></p>	<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 any other contract or any other amount which may be due to him.</p>
<p><b>26. Force Majeure</b></p>	<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>
<p><b>27. Termination for insolvency</b></p>	<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>

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<p><b>28. Settlement of Disputes</b></p>	<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>
<p><b>29. Limitation of liability</b></p>	<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>
<p><b>30. Governing language</b></p>	<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>
<p><b>31. Applicable law</b></p>	<p>31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.</p>
<p><b>32. Notices</b></p>	<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>
<p><b>33. Taxes and duties</b></p>	<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>
<p><b>34. Transfer of contracts</b></p>	<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>
<p><b>35. Amendment of contracts</b></p>	<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
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Income Tax Number	
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Name of taxpayer	
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Identity number of taxpayer (if applicable)	
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Employer's PAYE registration number (if applicable)	
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Company or CC Registration No	
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Are you the accredited representative in South Africa for the goods / services offered by you?	Yes / No / NOT APPLICABLE
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AUTHORISED SIGNATURE:

NAME:

CAPACITY:

DATE:





**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.