TENDER NOTICE

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Garden Route
DISTRICT MUNICIPALITY | UMASIPALA WESITHILI | DISTRIKSMUNISIPALITEIT

TENDER DOCUMENT

TENDER NO		**GRDM/22/25-26**	
TENDER DESCRIPTION		**APPOINTMENT OF A SERVICE PROVIDER FOR THE ASSESSMENT AND TRAINING ARTISAN RECOGNITION OF PRIOR LEARNING (ARPL) PROJECT FOR OCCUPATIONAL CERTIFICATE: PLUMBING FOR A PERIOD OF 18 MONTHS (CLOSED BID)**	
PERIOD		**THREE YEARS**	
CLOSING DATE	**16 MARCH 2026**	**CLOSING TIME**	**11:00**
POSTAL ADDRESS: Garden Route District Municipality Attention: Supply Chain Management Unit PO Box 12 George, 6530 ***Clearly mark the Bid envelope with the bid number and title of bid on the face of the envelope. Any tenders couriered to be deposited in the Municipality's Bid Box, any bids sent to the wrong recipient other than being deposited in the Bid Box will not be considered***		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.	

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER: .....

CENTRAL SUPPLIER DATABASE NO: .....

TOTAL BIDDING PRICE (INCLUDING VAT)

Total Bidding Price (Including VAT)	R

PREFERENCE CLAIMED FOR:

B-BBEE Status Level of Contributor:	
Preference Points Claimed:	

B-BBEE certificates submitted with the quotation document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF B-BBEE CERTIFICATES

VALIDITY PERIOD:
AVAILABLE FOR 120 DAYS AFTER THE BID CLOSURE

CONTACT DETAILS FOR:

Bidding procedures and documents	**Bid Scope and technical specifications**
Mr Nathan Juries Tel: (044) 803 1310 E-mail: nathan@gardenroute.gov.za	**Mr Reginald Salmons** Tel: (044) 803 1363 E-mail: reginald@gardenroute.gov.za

WHERE DID YOU HEAR ABOUT THIS TENDER?
PLEASE TICK THE APPLICABLE BOX

Cape Times	□
Die Burger	□
Daily Voice	□
Cape Argus	□
City Press	□
George Herald	□
Knysna-/Plett Herald	□
Mail and Guardian	□
Mossel Bay Advertiser	□
Oudtshoorn Courant	□
Sunday Times	□
Suid-Kaap Forum	□
Notice Board at GRDM	□
Social Media (GRDM Facebook Page)	□
Social Media (X)	□
WhatsApp Channel (Garden Route Jobs, Tenders and Skills Opportunities)	□
www.easytenders.co.za	□
www.etenders.gov.za	□
www.gardenroute.gov.za	□
www.onlinetenders.co.za	□
Other	□
List other	

CHECKLIST

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

Description of document	Document number	Yes	No
Bid Conditions & Information		□	□
Part A: Invitation to bid and Part B: Terms and Conditions for Bidding	MBD 1	□	□
Terms of Reference		□	□
Current Municipal Certificate / Lease Agreement		□	□
Pricing schedule – firm prices (purchases)	MBD 3.1	□	□
Form of Offer & Acceptance		□	□
Declaration of Interest	MBD 4	□	□
Declaration For Procurement Above R10 Million (All Applicable Taxes Included)	MBD 5	□	□
Preference points claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.	MBD 6.1	□	□
Formal contracts for services	MBD 7.1	□	□
Declaration of bidder's past supply chain management practices	MBD 8	□	□
Certificate of independent bid determination	MBD 9	□	□
Authority of Signatory		□	□
General Conditions of contract & Bid Requirements		□	□
Annexure A : Past Experience		□	□

Please sign on Completion.

....

NAME OF THE BIDDER **SIGNATURE** **DATE**

BID CONDITIONS AND INFORMATION

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 must 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 authorizing 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 authorized 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*** **16 March 2026**

(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.

i. Bids will be opened in public immediately after the bid closure date, or at such time as specified in the bid documents.

ii. If requested by any bidder present, names of the bidders, and if practical the total amount of each bid and of any alternative bids will be read out aloud.

iii. Bids received in time recorded and entered in a register which is open for public inspection.

7 *Tax Clearance Certificate / SARS TCS Pin*

i. Compulsory requirement to submit active, valid Tax Compliance Status Pin (TCS) for independent verification of Tax status as at Bid evaluation stage.

ii. Bids submission not supported by a valid SARS TCS Pin will be non-compliant.

iii. Consortia / joint ventures /sub-contractors are involved; each party must submit individual SARS TCS Pin.

iv. It is incumbent upon the bidder to ensure their own Tax Compliance status is maintained for the duration of Bid Validity period; non-tax compliant bidders will be disqualified.

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) 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 Compulsory Site Meeting

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.
ii. 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 arranged for a settlement before the bid closure date will be disqualified.
iii. *Bids submission not supported by a recent municipal account will be non-compliant. In the event of leasing, a valid lease agreement must be attached to the bid document.*
iv. A Tenderer must submit a Municipal Account for their primary business location or valid lease agreement, as per address indicated in the bid document, to claim preference points for locality.
v. Failure to submit a valid Municipal Account or Lease agreement will result in 0 preference point allocation for locality.

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.
ii. 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.
iii. Any attempt 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 B-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.
iii. Joint Ventures and Consortiums to submit a valid B-BBEE certificate in the name of the Joint Venture or Consortium.

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GARDEN ROUTE DISTRICT MUNICIPALITY					
BID NUMBER:	**GRDM/22/25-26**	**CLOSING DATE:**	**16 MARCH 2026**	**CLOSING TIME:**	**11:00**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER FOR THE ASSESSMENT AND TRAINING ARTISAN RECOGNITION OF PRIOR LEARNING (ARPL) PROJECT FOR OCCUPATIONAL CERTIFICATE: PLUMBING FOR A PERIOD OF 18 MONTHS (CLOSED BID)**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED -TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7.1).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

GARDEN ROUTE DISTRICT MUNICIPALITY
SUPPLY CHAIN MANAGEMENT UNIT
54 YORK STREET
GEORGE
6530

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

COMPULSORY TO BE COMPLETED BY THE BIDDER					
TAX COMPLIANCE STATUS	TCS PIN:		**AND**	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER		**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**
DEPARTMENT	FINANCIAL SERVICES	TRAINING DEPARTMENT
CONTACT PERSON	NATHAN JURIES	REGINALD SALMONS
TELEPHONE NUMBER	(044) 803 1310	(044) 803 1363
E-MAIL ADDRESS	nathan@gardenroute.gov.za	reginald@gardenroute.gov.za

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.

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

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FORMAL GRDM TENDERS

TENDER NUMBER	TENDERS ARE HEREBY INVITED FOR:			PERIOD
GRDM/22/25-26	APPOINTMENT OF A SERVICE PROVIDER FOR THE ASSESSMENT AND TRAINING ARTISAN RECOGNITION OF PRIOR LEARNING (ARPL) PROJECT FOR OCCUPATIONAL CERTIFICATE: PLUMBING FOR A PERIOD OF 18 MONTHS (CLOSED BID)			3 YEARS
PUBLISHED DATE	25 FEBRUARY 2026	CLOSING DATE	16 MARCH 2026	
ADVERTISEMENTS:	NEWSPAPERS, MUNICIPAL NOTICE BOARDS; MUNICIPAL WEBSITE, SOCIAL MEDIA & E-PUBLICATION			
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 Municipality website at www.gardenroute.gov.za			NON - REFUNDABLE FEE:	R400.00
CLOSING TIME	No later than **11:00 am,** tenders will be opened immediately thereafter, in public at the Garden Route District Municipality Head Office, 54 York Street, George.			

AVAILABILITY OF TENDER DOCUMENTS:

Tender documents for **GRDM/22/25-26** are obtainable from **Mr. Nathan Juries** during office hours (Mondays to Thursday 08:00 - 16:30 and Fridays 08:00 - 13:30) **Tel: (044) 803 1310; E-mail:** nathan@gardenroute.gov.za

DATE AVAILABLE:	20 NOVEMBER 2025

TENDER SUBMISSION RULES:

Important notes:

- Tenders are to be completed in accordance with the conditions and tender rules stipulated in the tender document.
- Tender and supporting documents must be delivered in an envelope, clearly marked **"GRDM/22/25-26**" at the Garden Route District Municipality's Head Office, 54 York Street, George
- Tenders may only be submitted on the tender document issued by the Municipality.
- Requirements for sealing, addressing, delivery, opening and assessment of tenders, are stated in the tender document.
- **A valid Tax Clearance Status Pin (TCS) and MAAA Number must be submitted with the tender document. Failure to submit the required documents will result in your bid to be disqualified.**
- VAT must be included in all prices (VAT vendor must be registered).
- **Late tenders, tenders per fax or e-mail will not be accepted.**
- Tenders couriered to be delivered to the Municipality will only be accepted if received within the stipulated closing time.
- Council reserves the right to accept any bid proposal in full or part thereof.
- Council will only award tenders to service providers who are registered on the Central Supplier Database (CSD). Visit https://secure.csd.gov.za if you have not registered on CSD.
- Tenders will only be considered in accordance with the bid requirements.

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 10/10 points in respect of B-BBEE level contributor status and Locality.

BRIEFING SESSION:	NONE
CLARITY ON BIDDING PROCEDURES MAY BE DIRECTED TO:	MR. NATHAN JURIES: TEL: (044) 803 1310; E-MAIL: NATHAN@GARDENROUTE.GOV.ZA
CLARITY ON TECHNICAL INFORMATION MAY BE DIRECTED TO:	MR REGINALD SALMONS, TEL: (044) 803 1363 E-MAIL: REGINALD@GARDENROUTE.GOV.ZA
NOTICE NUMBER:	N/A
AUTHORISED BY:	MUNICIPAL MANAGER: MG STRATU GARDEN ROUTE DISTRICT MUNICIPALITY

TERMS OF REFERENCE / SCOPE OF WORK

Specifications for the Appointment of Service Provider:

1. **Scope of Services:**

1.1 RPL for Access to Training/Exemption

1.2 Learners may use the RPL process to gain access to training opportunities for a programme of learning, qualification, part-qualification or skills programme if they do not meet the formal, minimum entry requirements for admission. RPL assessment provides an alternative access route into a programme of learning, qualification, part-qualification, or skills programme.

1.3 Such an RPL assessment may be developed, moderated and conducted by the accredited Skills Development Provider which offers that specific qualification/part qualification/skills programme. Such an assessment must ensure that the learner is able to display the equivalent level of competencies required for access, based on the NQF level descriptors.

1.4 For exemption from modules through RPL, learners who have gained the stipulated competencies of the modules of a programme of learning, qualification, part-qualification or skills programme through any means of formal, informal or non-formal learning and/or work experience, may be awarded credits towards relevant modules, and gaps identified for training, which is then concluded.

1.5 RPL for Access to the External Integrated Summative Assessment (EISA)

Learners who have gained the stipulated competencies of the modules of a programme of learning, qualification, part-qualification or skills programme through any means of formal, informal or non-formal learning and/or work experience, may be awarded credits towards relevant modules, and gaps identified for training, which is then concluded.

1.6 A valid Statement of Results is required for admission to the EISA in which confirmation of achievement is provided that all internal assessment criteria for all modules in the related curriculum document have been achieved.

1.7 Upon successful completion of the EISA, RPL learners will be issued with the QCTO certificate for the qualification, part-qualification or skills programme. Quality Partners are responsible for ensuring the RPL mechanism and process for qualifications and part-qualification is approved by the QCTO.

2 Exit level outcomes

2.1 Install, test and maintain, above-ground soil, waste, and vent systems, as well as sanitary ware devices, by utilising plumbing practices, procedures, and strategies.

2.2 Install, test and maintain, below-ground drainage systems while conducting fundamental construction tasks, by modifying and employing standard solutions.

2.3 Install, test and maintain, cold water systems and hot water systems by utilising plumbing practices, procedures, and strategies.

2.4 Prepare for installation, testing and maintenance of rainwater systems by utilising plumbing practices, procedures, and strategies.

Compulsory requirements: Accreditation

3.1.1 The service provider must be accredited by the relevant Sector Education and Training Authority (SETA)/ Quality Council for Trade and Occupations or other recognized accreditation bodies to deliver the qualifications outlined in the contract.

ITEMS	INSTITUTION	NUMBER
Course Accreditation		
Company to provide proof of Accreditation at relevant SETA		

4.1 Experience and Expertise:

4.1.1 Proven track record in delivering similar qualifications and training programmes.

4.1.2 Experience in managing large-scale skills development projects.

4.1.3 Expertise in working with diverse groups, including learners with disabilities

4.2 CRITERIA

CRITERIA		
The preferred Service Provider must provide and submit the following PROOF REQUIRED information: **Allocate marks if proof of attached**	**Points**	**Total**
The Training Implementation Proposal on how the intervention will be conducted- Proposal must stipulate the Assessment Criteria/Tools for all assessments (Formative and Summative Assessments). a. Submission of a proposal - b. Detailed formative and summative assessment c. A copy of the Training Program/material, which will be utilize for the intervention, must be module aligned	**40** **10** **20** **10**	
(c) The Company Profile must be submitted with the proposal. Profile Submitted No Profile Submitted	 **10** 0	

(d) Course Facilitators /Instructor(s) must have a minimum of 5 years' experience in referred fields. CVs are required to highlight years of experience and contactable references. (PROOF REQUIRED). 6 years and more 3-6 years Less than 3	 **<u>10</u>** 7 0	
(f) A list of demonstrated past work experience from the Service Provider of similar services rendered to other Municipalities and other Organisations 0-2 references 3-5 references 6-8 references 9-10 or more references	 5 10 15 **<u>20</u>**	
(g) Must be able to do Recognition of Prior Learning Assessments Yes No	**<u>10</u>** 10 0	
Total	**90**	
Service providers scoring 60 out of 90 will proceed to the next phase of the tender.		

5 Delivery Methodology:

5.1 Recognition of Prior Learning Assessment

5.2 Gap Training to be facilitated.

5.3 External Integrated Summative Assessment (EISA) and S13/28 testing to be facilitated.

5.4 Clear plan for learner placement with host employers and ongoing support.

6 Budget and Costing:

6.1 Provide a detailed cost breakdown for delivering the qualifications and managing the project

7. Price Schedule

The price needs to be inclusive of all the above-mentioned activities include transport, accommodation and any other cost incurred by the Service Provider.

(a) Price must include facilitation and assessment costs.

(b) All other expenses (e.g., travel and subsistence) must be included.

Nr	Items	Quantity	Rate (Rate per Person) – VAT inclusive if a VAT Vendor	Total Price per item/ Group - VAT inclusive if a VAT Vendor
1.	Recognition of Prior Learning (RPL) Assessment inclusive of Gap Training, EISA and S13/28 trade test	30		
Total Price				

8. Contractual Obligations:

8.1 Enter into revised Service Level Agreements to support the implementation of the training interventions.

All qualifications and part qualifications registered on the National Qualifications Framework are public property. Thus the only p
quoted, the South African Qualifications Authority (SAQA) should be acknowledged as the source.

SOUTH AFRICAN QUALIFICATIONS AUTHORITY

REGISTERED QUALIFICATION:

National Occupational Certificate: Plumber

SAQA QUAL ID	**QUALIFICATION TITLE**			
124445	National Occupational Certificate: Plumber			
ORIGINATOR				
Development Quality Partner - CETA				
PRIMARY OR DELEGATED QUALITY ASSURANCE FUNCTIONARY			**NQF SUB-FRAMEWORK**	
QCTO - Quality Council for Trades and Occupations			OQSF - Occupational Qualifications Sub-framework	
QUALIFICATION TYPE	**FIELD**		**SUBFIELD**	
National Occupational Cert	Field 12 - Physical Planning and Construction		Building Construction	
ABET BAND	**MINIMUM CREDITS**	**PRE-2009 NQF LEVEL**	**NQF LEVEL**	**QUAL CLASS**
Undefined	395	Not Applicable	NQF Level 04	Regular-ELOAC
REGISTRATION STATUS		**SAQA DECISION NUMBER**	**REGISTRATION START DATE**	**REGISTRATION END DATE**
Registered		EXCO 0632/25	2025-06-03	2030-06-03
LAST DATE FOR ENROLMENT		**LAST DATE FOR ACHIEVEMENT**		
2031-06-03		2034-06-03		

In all of the tables in this document, both the pre-2009 NQF Level and the NQF Level is shown. In the text (purpose statements, qualification rules, etc), any references to NQF Levels are to the pre-2009 levels unless specifically stated otherwise.

This qualification does not replace any other qualification and is not replaced by any other qualification.

PURPOSE AND RATIONALE OF THE QUALIFICATION

The purpose of this qualification is to prepare a learner to operate as a Plumber.

A plumber installs, maintains, tests, and repairs hot and cold-water supply systems, drainage, sewerage, and rainwater systems.

A qualified learner will be able to:
- Install, maintain and test, and repair above ground soil waste and vent systems and sanitary ware appliances.
- Install, maintain and test, below-ground drainage systems and performing basic building work.
- Install, maintain and test, cold water systems and hot water systems.
- Install, maintain and test, rainwater systems.

A qualified learner will demonstrate the following key attributes:
- Methodologically and procedurally oriented.
- Problem-solving.
- Analytical.

- Professionalism.

Rationale:
The need for this qualification arises in response to a growing demand for skilled professionals in the plumbing industry. As urbanisation continues to expand globally, the construction and maintenance of residential, commercial, and industrial infrastructure are crucial for economic growth and societal well-being. Plumbers play a vital role in ensuring the proper functioning of water supply systems, sanitation facilities, heating, and cooling systems, among other essential services. With rapid urban development and the construction of new buildings, there is a heightened demand for qualified plumbers who can install, maintain, and repair plumbing systems efficiently and in compliance with industry standards and regulations. The plumbing industry is evolving with advancements in technology, such as smart water meters, water-saving fixtures, and energy-efficient heating systems. Plumbers need updated skills and knowledge to work with these new technologies effectively. There are stringent regulatory requirements and safety standards in place for plumbing work to ensure public health and safety. Qualified plumbers are essential for meeting these compliance standards and carrying out work that meets legal and ethical obligations. There is a recognised shortage of skilled plumbers in many regions, leading to challenges in meeting the demand for plumbing services. This qualification aims to address the skills gap by producing competent and certified plumbers.

The plumbing sector benefits from a skilled workforce that can handle diverse plumbing tasks, from installation to maintenance and repairs. This leads to improved service quality and customer satisfaction. Access to qualified plumbers ensures that communities have reliable access to safe and hygienic water supply systems, sanitation facilities, and functional plumbing infrastructure, promoting public health and well-being.

A competent plumbing workforce contributes to economic growth by supporting construction projects, property maintenance services, and infrastructure development. It also creates employment opportunities and stimulates entrepreneurship in the plumbing industry. Trained plumbers can implement eco-friendly practices, such as water recycling, energy-efficient system installations, and leak detection technologies, contributing to environmental sustainability and resource conservation.

Individuals interested in pursuing a career as professional plumbers include:
- Apprentices or trainees under plumbing apprenticeship programs.
- Experienced plumbers seeking formal recognition and certification of their skills.
- Employees in plumbing-related roles within construction, maintenance, or building services companies.

Learners are expected to demonstrate proficiency in practical plumbing tasks, theoretical knowledge of plumbing principles and regulations, and essential skills in communication, problem-solving, and safety practices.

Typical occupations in which the qualifying learner will operate are Plumber, Plumbing Contractor, Maintenance Technician, Pipefitter, Drainage Technician, Water Systems Installer and Plumbing Supervisor.

This qualification was developed in collaboration with the Plumbing Industry Registration Board (PIRB). Upon successful completion, learners may operate as a Plumber.

LEARNING ASSUMED TO BE IN PLACE AND RECOGNITION OF PRIOR LEARNING

RPL for Access to Training/Exemption:
Learners may use the RPL process to gain access to training opportunities for a programme of learning, qualification, part-qualification or skills programme if they do not meet the formal, minimum entry requirements for admission. RPL assessment provides an alternative access route into a programme of learning, qualification, part-qualification, or skills programme.

Such an RPL assessment may be developed, moderated and conducted by the accredited Skills Development Provider which offers that specific qualification/part qualification/skills programme. Such an assessment must ensure that the learner is able to display the equivalent level of competencies required for access, based on the NQF level descriptors.

For exemption from modules through RPL, learners who have gained the stipulated competencies of the modules of a programme of learning, qualification, part-qualification or skills programme through any means of formal, informal or non-formal learning and/or work experience, may be awarded credits towards relevant modules, and gaps identified for training, which is then concluded.

RPL for Access to the External Integrated Summative Assessment (EISA)

Learners who have gained the stipulated competencies of the modules of a programme of learning, qualification, part-qualification or skills programme through any means of formal, informal or non-formal learning and/or work experience, may be awarded credits towards relevant modules, and gaps identified for

training, which is then concluded.

A valid Statement of Results is required for admission to the EISA in which confirmation of achievement is provided that all internal assessment criteria for all modules in the related curriculum document have been achieved.

Upon successful completion of the EISA, RPL learners will be issued with the QCTO certificate for the qualification, part-qualification or skills programme. Quality Partners are responsible for ensuring the RPL mechanism and process for qualifications and part-qualification is approved by the QCTO.

Entry Requirements:
An NQF Level 1 qualification with Mathematical Literacy and Communication.

RECOGNISE PREVIOUS LEARNING?

Y

QUALIFICATION RULES

This qualification is made up of compulsory Knowledge, Practical Skill and Work Experience Modules:

Knowledge Modules:
- 642601-000-01-KM-01: Health, Safety, Quality and Legislation, NQF Level 3, 2 Credits.
- 642601-000-01-KM-02: Tools, Equipment, Components and Site Practice, NQF Level 2, 3 Credits.
- 642601-000-01-KM-03: Analytical Thinking, Innovation and Complex Problem Solving, NQF Level 4, 5 Credits.
- 642601-000-01-KM-04: Workplace Relationships and Performance, NQF Level 4, 6 Credits.
- 642601-000-01-KM-05: Decision Making, NQF Level 4, 6 Credits.
- 642601-000-01-KM-06: Workplace Fundamentals and Workplace Safety, NQF Level 4, 6 Credits.
- 642601-000-01-KM-07: Drawings and Applied Sciences, NQF Level 4, 7 Credits.
- 642601-000-01-KM-08: Theory of Water and Drainage, NQF Level 4, 8 Credits.
- 642601-000-01-KM-09: Above and Below Ground Drainage Systems, NQF Level 4, 43 Credits.
- 642601-000-01-KM-10: Sanitary Ware, NQF Level 4, 4 Credits.
- 642601-000-01-KM-11: Hot and Cold-Water Systems, NQF Level 4, 18 Credits.
- 642601-000-01-KM-12: Maintenance and Repair Theory for Plumbing Systems, NQF Level 4, 9 Credits.
- 642601-000-01-KM-13: Sheet Metal and Pipework, NQF Level 3, 4 Credits.

Total number of credits for Knowledge Modules: 121

Practical Skill Modules
- 642601-000-01-PM-01: Care for, Use, and Store Trade-related Tools and Equipment, NQF Level 2, 10 Credits.
- 642601-000-01-PM-02: Prepare, Cut and Assemble Basic Sheet Metal and Pipe Work, NQF Level 3, 4 Credits.
- 642601-000-01-PM-03: Install and Test Above Ground Soil Waste and Vent Systems and Sanitary Ware Appliances, NQF Level 4, 20 Credits.
- 642601-000-01-PM-04: Maintain Above-Ground Soil Waste and Vent Systems and Sanitary Ware Appliances, NQF Level 4, 10 Credits.
- 642601-000-01-PM-05: Install and Test Below Ground Drainage Systems, NQF Level 4, 25 Credits.
- 642601-000-01-PM-06: Maintain Below-Ground Drainage Systems, NQF Level 4, 10 Credits.
- 642601-000-01-PM-07: Install and Test Cold Water and Hot Water Systems, NQF Level 4, 25 Credits.
- 642601-000-01-PM-08: Maintain Cold Water and Hot Water Systems, NQF Level 4, 10 Credits.
- 642601-000-01-PM-09: Install and Test Rainwater Systems, NQF Level 4, 20 Credits.
- 642601-000-01-PM-10: Maintain Rainwater Systems, NQF Level 4, 10 Credits.

Total number of credits for Practical Skill Modules: 144

Work Experience Modules
- 642601-000-01-WM-01: Processes and Procedures for Installation, Testing and Maintenance of Above-Ground Soil Waste and Vent Systems and Sanitary Ware Appliances, NQF Level 4, 30 Credits.
- 642601-000-01-WM-02: Processes and Procedures for Installation, Testing and Maintenance of Below-Ground Drainage Systems and Performing Basic Building Work, NQF Level 4, 35 Credits.
- 642601-000-01-WM-03: Procedures and Processes for Installation, Testing and Maintenance of Cold Water and Hot Water Systems, NQF Level 4, 35 Credits.
- 642601-000-01-WM-04: Procedures and Processes for Installation, Testing and Maintenance of Rainwater Systems, NQF Level 4, 30 Credits.

Total number of credits for Work Experience Modules: 130

EXIT LEVEL OUTCOMES

1. Install, test and maintain, above-ground soil, waste, and vent systems, as well as sanitary ware devices, by utilising plumbing practices, procedures, and strategies.
2. Install, test and maintain, below-ground drainage systems while conducting fundamental construction tasks, by modifying and employing standard solutions.
3. Install, test and maintain, cold water systems and hot water systems by utilising plumbing practices, procedures, and strategies.
4. Prepare for installation, testing and maintenance of rainwater systems by utilising plumbing practices, procedures, and strategies.

ASSOCIATED ASSESSMENT CRITERIA

Associated Assessment Criteria for Exit Level Outcome 1:
ELO 1: Install, test and maintain, above-ground soil, waste, and vent systems, as well as sanitary ware devices, by utilising plumbing practices, procedures, and strategies.
- Conduct assessment and planning activities including site and risk assessments to ensure suitability and safety, along with the preparation of comprehensive quotes based on these assessments.
- Undertake selection, installation, and compliance activities that focuses on choosing the right above-ground drainage systems and products, performing basic sheet metal and pipe work, installing them according to plumbing layouts and SANS codes, and ensuring all work complies with OHSA and SHEQ requirements.
- Perform maintenance and repair activities including the cleaning of blockages, repairing pipes, creating branch connections, and the overall maintenance and repair of systems to ensure functionality, supported by demonstrated knowledge in installing, maintaining, testing, and repairing systems and appliances.

Associated Assessment Criteria for Exit Level Outcome 2:
ELO 2: Install, test and maintain, below-ground drainage systems while conducting fundamental construction tasks, by modifying and employing standard solutions.
- Perform preparation and measurement activities including calculating discharge volumes, sizing of pipes, determining gradients, and measuring gradients and fall with appropriate tools and techniques.
- Undertake excavation and installation activities including soil testing, safe excavation practices, and the stabilisation of excavations, along with the sizing, cutting, joining, and laying of pipes and fittings in accordance with health and safety standards.
- Implement testing and compliance activities including installing bends, junctions, access points according to the drain line, conducting air and water tests on below-ground drains for optimal functionality, and demonstrating knowledge in installing, maintaining, testing, and repairing below-ground drainage systems.

Associated Assessment Criteria for Exit Level Outcome 3:
ELO 3: Install, test and maintain, cold water systems and hot water systems by utilising plumbing practices, procedures and strategies.
- Conduct material selection and preparation activities including identification, selection, handling, transportation, and storage of hot and cold-water materials, pipes, and equipment according to job requirements and instructions to prevent damage.
- Conduct installation and compliance activities including checking site against working drawings for positioning of pipes and equipment, preparing access equipment for safe working practices, soldering copper tubes, joining HDPE and GMS pipes, and using compression and push-fit fittings in accordance with SANS Codes and SHEQ requirements. Laying pressure water pipes appropriately and ensuring electrical safety in measurements and installations.
- Conduct testing and maintenance including performing electrical calculations for current flow, electric potential, and resistance. Installing thermal lagging and insulation with proper electrical safety measures and demonstrating knowledge to install, maintain, test, and repair cold and hot water systems effectively.

Associated Assessment Criteria for Exit Level Outcome 4:
ELO 4: Prepare for installation, testing and maintenance of rainwater systems by utilising plumbing practices, procedures, and strategies.
- Perform installation and gradient management activities including positioning of gutter brackets and downpipe holder bats to ensure gutters are straight, achieve the required positive gradient, are well-supported, and effectively collect rainwater from the roof.
- Implement system integrity and compliance activities including installation of rainwater gutters and downpipes according to manufacturer's specifications, ensuring effective rainwater collection and diversion away from the building, alongside regular checks for obstructions and leaks to maintain system integrity.
- Implement environmental considerations by the utilisation of appropriate fittings and jointing materials for connections, environmentally responsible disposal of off-cuts and packaging materials following SHEQ requirements, and demonstration of knowledge in the installation, maintenance and testing of rainwater systems.

Integrated Assessment
Integrated Summative Assessments conducted Internally
Integrated Assessment involves all the different types of assessment tasks required for a particular

qualification, part-qualification or occupational skills programme, such as written assessment of theory and practical demonstration of competence. To achieve this, the Internal Assessment Criteria (IAC) for all modules as found in the QCTO curriculum document must be followed.

An accredited SDP should implement a well-designed, formal, relevant, final internal Summative Assessment strategy for all modules to prepare learners for the EISA. These assessments evaluate learning achievements relating to the achievement of each module of the relevant components of the qualification, part-qualification or skills programme.

Internal Summative Assessments are developed, moderated and conducted by the SDP at the end of each module or after integration of relevant modules, e.g. applied knowledge tests, workplace tasks, practical demonstrations, simulated tasks/demonstrations, projects, case studies, etc.

The results of these final formal summative assessments must be recorded. These results, which include the Statement of Work Experience results, where applicable, contribute to the Statement of Results (SoR) that is a requirement for admission to the EISA. An SoR, using the template provided by the Quality Partner, is issued by the accredited SDP for qualifications and part-qualifications. The SDP must produce a valid Statement of Results for each learner, indicating the final result and the date on which the competence in each module, of each component, was achieved. Learners are required to produce this SoR, together with their ID document or alternative ID document, at the point of the EISA.

External Integrated Summative Assessment (EISA) - a national assessment
The Quality Partner is responsible for the management, conduct and implementation of the External Integrated Summative Assessment (EISA), in accordance with QCTO set standards. Competence in the EISA is a requirement for certificating a learner.

For entrance into the EISA, the learner requires a valid Statement of Results issued by the accredited institution indicating:
The attainment of all modules for the Knowledge, Practical and Work Experience modules.

INTERNATIONAL COMPARABILITY

The National Occupational Certificate Plumber, NQF Level 4 from South Africa, is compared internationally with similar qualifications from Australia and the United Kingdom (UK), chosen for their rigorous plumbing training qualifications and industry relevance.

Australia
Qualification: Certificate III in Plumbing (offered by TAFE institutes).
Entry Requirements: Generally, an Australian Year 10 education or equivalent is required, emphasising Mathematics and Science subjects.
Enrolment in an apprenticeship programme, which means the individual must be employed as an apprentice plumber to undertake the course.
Duration: 4 years, with apprenticeship training and theoretical study.
Course Content, Knowledge, Skills, and Competencies:
Competencies: Develop skills in diagnosing and rectifying faults in plumbing systems, sustainable plumbing practices, and managing plumbing projects.

Core Units:
- Installing and commissioning water heating systems.
- Sanitary fixtures.
- Water service.
- Drainage systems.

Learners learn about reading and interpreting plans and specifications, applying basic sheet metal practices, welding for plumbing applications, and understanding building codes and standards related to plumbing work.

Elective Units:
Specialisations such as gas fitting, roofing (stormwater management), and mechanical services, which include installing air conditioning and ventilation systems, and provide advanced skills.

Similarities:
- Both the Australian qualification and the South African qualification, offer comprehensive plumbing training. Each qualification covers a broad range of plumbing skills, including water supply, drainage, gas fitting, and sanitary systems.
- Both qualifications integrate theoretical knowledge with practical application, ensuring that learners gain hands-on experience in various plumbing tasks. This blend of theory and practice prepares learners for the demands of the plumbing profession in their respective countries.

Differences:
- The Australian qualification differs from the South African qualification primarily in duration. The Australian qualification typically requires 4 years to complete whereas the South African qualification being slightly shorter in terms of duration.
- Additionally, the Australian qualification offers a range of elective units allowing for specialisation in areas such as mechanical services and environmental plumbing which are not included in the South African qualification.

United Kingdom (UK)
City & Guilds and other colleges offer the Level 2 Diploma in Plumbing and Heating. There are no formal academic prerequisites for entry into this qualification, but learners often need GCSEs (General Certificate of Secondary Education) in English and Mathematics at grades 9 to 4 (A* to C), or equivalent. Some colleges and training providers may require a basic skills assessment or an interest in plumbing demonstrated through work experience or an introductory qualification.

Duration: Typically, 2 years, with a combination of classroom learning and practical workshops.
Course Content, Knowledge, Skills, and Competencies:

Core Units
- Safety in the plumbing industry.
- Installation and maintenance of plumbing systems including.
- Hot and cold-water systems.
- Central heating systems.
- Drainage systems, and the principles of electrical work related to plumbing.

Elective Units: Options may include environmental technologies, bathroom planning and installation, and advanced pipe skills.

Competencies: Focus on practical skills in plumbing, understanding of plumbing theory, customer service in the plumbing sector, and basic business skills for self-employment in plumbing.

Similarities
- The United Kingdom qualification shares some common ground with the South African qualification, particularly in providing foundational plumbing skills.
- Both qualifications cover essential aspects of plumbing and heating systems, including installation, maintenance, and compliance with health and safety standards. They aim to equip learners with the necessary skills to commence a career in plumbing, focusing on practical skills development alongside theoretical learning.

Differences
- The UK qualification is more basic in nature compared to the South African qualification, which is more advanced and comprehensive.
- The UK qualification is typically completed in 2 years, indicating a shorter and possibly less extensive training programme than the South African counterpart. Moreover, the Level 2 Diploma may not cover as wide a range of plumbing skills and specialties as the South African qualification, focusing more on entry-level skills and basic competencies in plumbing and heating.

Conclusion
The National Occupational Certificate: Plumber, NQF Level 4, encapsulates a comprehensive blend of theory and practical skills in plumbing. It aligns closely with the Australian qualification in terms of depth and breadth of plumbing practices, encompassing both standard and advanced plumbing techniques. In contrast, the UK qualification provides a solid foundation in plumbing and heating but is more introductory compared to the South African qualification.

ARTICULATION OPTIONS

This qualification provides opportunities for the following articulation options:

Horizontal Articulation:
- National Occupational Certificate: Plasterer, NQF Level 4.
- National Certificate: Vocational, Level 4, NQF Level 4.

Vertical Articulation:
- Higher Occupational Certificate: Organisation and Methods Analyst (Work Study Officer), NQF Level 5.

Diagonal Articulation:
National Certificate: Vocational, Level 3, NQF Level 3.

NOTES

Additional Legal or Physical Entry Requirements:
None.

Criteria for the accreditation of providers:
Accreditation requirements, against which Skills Development Providers (SDP) and Assessment Centres, will be accredited, is found in the Curriculum Document, as listed below.

The curriculum title and code are: Plumber, 642601-000-01-00.

Encompassed Trade:
Plumber.

Assessment Quality Partner (AQP)
National Artisan Moderation Body (NAMB).

LEARNING PROGRAMMES RECORDED AGAINST THIS QUALIFICATION
None

LEARNING PROGRAMMES RECORDED AGAINST THIS QUALIFICATION:

NONE

PROVIDERS CURRENTLY ACCREDITED TO OFFER THIS QUALIFICATION:

This information shows the current accreditations (i.e. those not past their accreditation end dates), and is the most complete record available to SAQA as of today. Some Primary or Delegated Quality Assurance Functionaries have a lag in their recording systems for provider accreditation, in turn leading to a lag in notifying SAQA of all the providers that they have accredited to offer qualifications and unit standards, as well as any extensions to accreditation end dates. The relevant Primary or Delegated Quality Assurance Functionary should be notified if a record appears to be missing from here.

NONE

All qualifications and part qualifications registered on the National Qualifications Framework are public property. Thus the only payment that can be made fo
Qualifications Authority (SAQA) should be acknowledged as the source.

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:	

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

If there is not enough space for all 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 if overdue for more than 30 days.

_____

Signature

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

at _____ on the _____ day of _____ 2026

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

NAME OF BIDDER		**TENDER NO**	**GRDM/22/25-26**
CLOSING DATE	**16 MARCH 2026**	**CLOSING TIME**	**11:00**

OFFER TO BE VALID FOR 120 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: Reginald 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/22/25-26- APPOINTMENT OF A SERVICE PROVIDER FOR THE ASSESSMENT AND TRAINING ARTISAN RECOGNITION OF PRIOR LEARNING (ARPL) PROJECT FOR OCCUPATIONAL CERTIFICATE: PLUMBING FOR A PERIOD OF 18 MONTHS (CLOSED BID)

OFFER

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

TENDER NO: GRDM/22/25-26- APPOINTMENT OF A SERVICE PROVIDER FOR THE ASSESSMENT AND TRAINING ARTISAN RECOGNITION OF PRIOR LEARNING (ARPL) PROJECT FOR OCCUPATIONAL CERTIFICATE: PLUMBING FOR A PERIOD OF 18 MONTHS (CLOSED BID)

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: ……

NAME OF THE BIDDER **BID NUMBER** **MBD 4**

..... **GRDM/22/25-26**

DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of 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 authorized representative declare their position in relation to the evaluating/adjudicating authority.	
3	**In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**	
3.1	Full Name of bidder or his / her representative: ……..	
3.2	Identity number: ……	
3.3	Position occupied in the Company (director, trustee, shareholder²): ……..	
3.4	Company Registration Number: ……	
3.5	Tax Reference Number: ……..	
3.6	VAT Registration Number: ……	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	Yes / No
3.81	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: ……..	
3.9	Have you been in the service of the state for the past twelve months? If so, furnish particulars. ……..	Yes / No
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars:	Yes / No
3.10.1	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: …… ……..	

3.11 **3.11.1**	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: 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: …… ……..……..	Yes / No
3.12 **3.12.1**	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state? 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: …… ……..……..	Yes / No
3.13 **3.13.1**	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state? 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: ……	Yes / No
3.14 **3.14.1**	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? If yes, furnish particulars:……..	Yes / No

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

[1] 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.

[2] “Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing? *** YES /NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

1.2 If auditing of financial statements is not required by law, the bidder must still submit their unaudited annual financial statements for the period stated above.

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? *** YES/NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services toward any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

……..

……

……

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? * YES/No

3.1 If yes, provide particulars.

……..

……

……

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality/ municipal entity is expected to be transferred out of the Republic. ***YES /NO**

4.1 If yes, provide particulars.

……

……

……

CERTIFICATION

I, UNDERSIGNED (NAME) …….. CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOUKLD THIS DECLARATION PROVE TO BE FALSE.

…….	……..
Signature	Date
…….	……..
Position	Name of Bidder

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

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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) Preference points for B-BBEE status level contribution

(c) Preference points for Locality

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	
PRICE	**80**	**90**
Preference Points: B-BBEE Status level Contributor	**10**	**5**
Preference Points: Locality	**10**	**5**
Total points	**100**	

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 Garden Route District Municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim regarding preference points, in any manner required by the Municipality.

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:

80/20	**or**	**90/10**
$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$	or	$Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pin = 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:

80/20	**or**	**90/10**
$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$	or	$Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = 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 and Locality, 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.)

A maximum of 10 points B-BBEE Scorecard and a maximum of 10 for locality in a (80/20 preference points system), Maximum of 5 points B-BBEE Scorecard and a maximum of 5 for locality in a (90/10) preference points system), will be allocated as tabled below:

B-BBEE POINTS

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	7	3
4	6	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

PREFERENCE POINTS FOR LOCALITY

Locality	Number of points for Preference (80/20)	Number of Points for Preference (90/10)
Supplier / Service provider with location within Garden Route District	10	5
Supplier / Service Provider with location within Western Cape Province	5	2.5
Supplier / Service Provider with primary location within South Africa but outside the Western Cape Province	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 5 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:

Designated Group: An EME or QSE which is at last 51% owned by:	**EME** √	**QSE** √
Any EME		
Any QSE		

7.1.2 Joint Venture and Consortiums - Preference points

B-BBEE Preference Points

i. Joint Ventures and Consortiums must submit a consolidated B-BBEE level contribution certificate in the name of the joint venture or the consortium to be able to claim B-BBEE preference points

ii. In the absence of a consolidated B-BBEE certificate, the Joint Venture and Consortium may not be awarded B-BBEE preference points.

Locality Preference Points

Joint Ventures or Consortiums to claim preference points for locality within;

i. Garden Route Region - All members of the Joint Venture or Consortium must reside in Garden Route to be able to claim preference points. If one or more members of the Joint venture or Consortium is not based in the Garden Route, the bidding entity cannot claim any preference points for locality in the Garden Route District.

ii. Western Cape Province: All members of the Joint Venture or Consortium must be based in the Western Cape Province to be eligible to claim preference for locality. If one or more members of the consortium is not based in the Western Cape Province, the bidding entity may not claim points for locality in the Western Cape.

8 DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm……

8.2 VAT registration number……

8.3 Company registration number: ……...

8.4 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]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……..

……

……

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

A Tenderer must submit a Municipal Account for their primary business location or valid lease agreement, as per address indicated in the bid document, to claim preference points for locality.

Failure to submit a valid Municipal Account or Lease agreement will result in 0 preference point allocation for locality

Municipality where business is situated………

Registered Account Number:……

Stand Number:……

8.8 Total number of years the company/ firm has been in business:……

8.9 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

NAME:……..

SIGNATURE(S)……..

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/22/25-26: APPOINTMENT OF A SERVICE PROVIDER FOR THE ASSESSMENT AND TRAINING ARTISAN RECOGNITION OF PRIOR LEARNING (ARPL) PROJECT FOR OCCUPATIONAL CERTIFICATE: PLUMBING FOR A PERIOD OF 18 MONTHS (CLOSED BID)**
at the price/s quoted. The offer 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;
   - SARS TCS Pin;
   - 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**…… **2026**

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. I accept your bid under reference number: **GRDM/22/25-26 - APPOINTMENT OF A SERVICE PROVIDER FOR THE ASSESSMENT AND TRAINING ARTISAN RECOGNITION OF PRIOR LEARNING (ARPL) PROJECT FOR OCCUPATIONAL CERTIFICATE: PLUMBING FOR A PERIOD OF 18 MONTHS (CLOSED BID) 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.

ITEM NO.	**PRICE (ALL APPLICABLE TAXES INCLUDED)**	BRAND	**DELIVERY PERIOD**	**B-BBEE STATUS LEVEL OF CONTRIBUTION**	**BUSINESS LOCATION**

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

SIGNED AT…… **ON THIS** …… **DAY OF** …… …….**2026**

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 *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
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)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
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[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

   a. take all reasonable steps to prevent such abuse;
   b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
   c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **GRDM/22/25-26 - APPOINTMENT OF A SERVICE PROVIDER FOR THE ASSESSMENT AND TRAINING ARTISAN RECOGNITION OF PRIOR LEARNING (ARPL) PROJECT FOR OCCUPATIONAL CERTIFICATE: PLUMBING FOR A PERIOD OF 18 MONTHS (CLOSED BID).into** 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[3] 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**

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

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/22/25-26 - APPOINTMENT OF A SERVICE PROVIDER FOR THE ASSESSMENT AND TRAINING ARTISAN RECOGNITION OF PRIOR LEARNING (ARPL) PROJECT FOR OCCUPATIONAL CERTIFICATE: PLUMBING FOR A PERIOD OF 18 MONTHS (CLOSED BID).***a*nd 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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35. Amendment of contracts

General Conditions of Contract	
1. Definitions	1. The following terms shall be interpreted as indicated: 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids. 1.2 “Contract” means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. 1.3 “Contract price” means the price payable to the provider under the contract for the full and proper performance of his contractual obligations. 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of 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 imported content provided that local manufacture does take place. 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities. 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

General Conditions of Contract	
	1.20 "Project site," where applicable, means the place indicated in bidding documents. 1.21 "Purchaser" means the organization purchasing the goods. 1.22 "Republic" means the Republic of South Africa. 1.23 "SCC" means the Special Conditions of Contract. 1.24 "Services" means those functional services 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. 1.25 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.
2. Application	2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General	3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. 3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.
4. Standards	4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information; inspection.	5.1 The 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. 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. 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser. 5.4 The 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.
6. Patent rights	6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser. 6.2 When a 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.
7. Performance security	7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract. 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque. 7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
8. Inspections, tests and analyses	8.1 All pre-bidding testing will be for the account of the bidder. 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any

General Conditions of Contract	
	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. 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser. 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider. 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the 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. 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
9. Packing	9.1 The 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. 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.
10. Delivery and documents	10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.
11. Insurance	11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
12. Transportation	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
13. Incidental services	13.1 The provider may be required to provide any or all of the following services, including additional services, if any: (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and (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. 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.
14. Spare parts	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: (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

	(b) in the event of termination of production of the spare parts: (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1 The 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. 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise. 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty. 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. 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.
16. Payment	16.1 The method and conditions of payment to be made to the provider under this contract shall be specified. 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. 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. 16.4 Payment will be made in Rand unless otherwise stipulated.
17. Prices	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.
18. Increase / decrease of quantities	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.
19. Contract amendments	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.
20. Assignment	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.
21. Subcontracts	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.
22. Delays in the provider's performance	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.
	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.
	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.
	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

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		GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties. 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.
23. Penalties	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.
24. Termination for default	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: (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; (b) if the provider fails to perform any other obligation(s) under the contract; or (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.
	24.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.
	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.
	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.
	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.
	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.
	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.
25. Anti-dumping and counter-vailing duties and rights	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

General Conditions of Contract	
	amount which may be due to him.
26. Force Majeure	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. 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.
27. Termination for insolvency	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.
28. Settlement of Disputes	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. 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. 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. 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.
29. Limitation of liability	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.
30. Governing language	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.
31. Applicable law	31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
32. Notices	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. 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.
33. Taxes and duties	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. 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. 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.
34. Transfer of contracts	34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.
35. Amendment of contracts	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.

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 SARS TCS Pin been submitted	YES / NO
Income Tax Number	
Name of taxpayer	
Identity number of taxpayer (if applicable)	
Employer's PAYE registration number (if applicable)	
Company or CC Registration No	
Are you the accredited representative in South Africa for the goods / services offered by you?	YES / NO / NOT APPLICABLE

AUTHORISED SIGNATURE:
NAME:
CAPACITY:
DATE:

PAST EXPERIENCE

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

EMPLOYER	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NUMBER

DATE _____

SIGNATURE OF TENDERER _____

REQUIRED DOCUMENTATION

A PUBLIC COMPANY or SECTION 21 COMPANY

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

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

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

A CLOSE CORPORATION

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

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

A TRUST

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

A PARTNERSHIP

A certified copy of the Partnership Agreement.

A SOLE PROPRIETOR

A certified copy of the Owner's ID document.

In all cases, a valid Tax Compliance Status Pin 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.