



TERMS OF REFERENCE

FOR

**THE APPOINTMENT OF AN IMPLEMENTING AGENT FOR THE ENTERPRISE
DEVELOPMENT BUSINESS INCUBATION PROGRAMME WITHIN THE ILEMBE
DISTRICT FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

Closing Date: 12 September 2025

Closing Time: 11h00

Venue: Sangweni Tourism Centre, Ballito

Information Contact

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For SCM-related enquiries please contact the SCM Unit on 032-946 1256.

It is the intention of Enterprise iLembe to enter into a formal 36-month contract with a service provider to provide the services described herein. These Terms of Reference and the bidder's proposal will form the basis of the contract.

SECTION 1: DETAILS

Province:	KwaZulu-Natal
Municipality:	iLembe District
Contracting Agency:	iLembe Management Development Enterprise t/a Enterprise iLembe
Project Name:	The Appointment of an implementing Agent for the Enterprise Development Business Incubation Programme within iLembe District.

SECTION 2: PROJECT DESCRIPTION

Enterprise iLembe is an economic development agency wholly owned by the iLembe District Municipality mandated to pursue and facilitate investment, economic development and empowerment in iLembe. The objective of Enterprise iLembe is to improve the competitiveness of the iLembe Region by creating an environment that will enable local business to compete successfully on the international stage.

Enterprise iLembe, to achieve its mandate, Enterprise iLembe commissioned a study, in 2018, for the development of a Business Incubator within the iLembe District (the study shall be made available to the successful bidder).

Thereafter, Enterprise iLembe appointed an Implementing Agent in 2018 for the provision of business development services at the iLembe District Business Incubator. As the contract with the Implementing Agent has expired, Enterprise iLembe intends on appointing a service provider that will implement the Enterprise Development Business Incubation Programme to SMMEs within iLembe District.

The proposed Enterprise Development Business Incubation Programme provider shall support Enterprise iLembe and iLembe District Municipality achieve its goals, initiatives and strategies aimed at achieving inclusive economic growth and sustainable local economic development in the district by providing Business Incubation Programme to existing, expanding and new SMMEs within iLembe District on the following constructs:

infrastructure and Workspace:

Incubators often offer affordable, shared office space, equipment, and technology access.

Business Development Services:

This can include training, coaching, mentorship, and access to legal advice and funding.

Financial Support:

Incubators may help with accessing funding, grants, or other financial resources.

Networking and Market Access:

Facilitate networking opportunities with industry experts, potential investors, and customers, and can help with identifying and accessing market opportunities.

Industry-Specific Support:

Offer specialized resources and guidance, like agriculture, technology, accreditations or digital sectors; and many more.

Mentorship:

Connect entrepreneurs with experienced mentors who can provide guidance, advice, business plan development support and advisory services.

Training and Workshops:

Provide training and workshops on topics like sales, marketing, business strategy, pitch for funding, business plan, financial management; and many more.

The objective of the appointment is to provide assistance for start-up, sustainability and growth stages of entrepreneurs or SMME's within the iLembe District. The successful bidder shall implement the Enterprise Development Business Incubation Programme and Enterprise iLembe shall provide the premises upon which the SMMEs will be housed and provided with suitable workspace.

The service provider shall provide support services not limited to SMMEs in the following economic sectors:

- Manufacturing
- Construction & Property Development
- Mining
- Renewable Energy
- Agro-Processing & Biofuels
- Agriculture
- ICT & Digital Transformation
- Support Services/consultancy
- Tourism
- Marketing
- Oceans Economy
- Automotive
- Skills Development
- Clothing and textiles
- Financial Services

The Enterprise Development Business Incubation Programme shall be provided to SMMEs from all the Local Municipalities within iLembe District: KwaDukuza, Maphumulo, Mandeni and Ndwedwe Local Municipalities.

The main facility where SMMEs will be provided with workspace will be within KwaDukuza Municipality.

SECTION 3: DESCRIPTION OF THE PROJECT

Scope of Work

The project duration is 36 months from date of appointment.

Enterprise iLembe intends to appoint a Service Provider who will implement the Enterprise Development Business Incubation Programme as an output of the LED/Tourism/Board/Investment strategy & Skills Development. This will assist in the development of SMMEs, job creation and stimulate the economy of iLembe District with the intention to obtain quantifiable and measurable results that lead to business benefits.

The purpose of the incubation programme is to achieve the following:

- Increase the use of local resources and emerging businesses
- Promote growth and ensure sustainable SMMEs
- Contribute to socio-economic transformation
- Create job opportunities
- Promote skills development and transfer of skills
- Cost reduction that helps to maintain SMME profit margin
- Improved lead-times and/or delivery reliability through strengthened competitive advantage.
- Developing Entrepreneurial Skills
- Access to Resources
- Market Access and Development
- Technology Commercialization
- Creating an Enabling Environment:
- Addressing Early-Stage Failure

The service provider will be required to provide the following deliverables in conjunction with Enterprise iLembe vision, mission and objectives:

Phase1: Pre-Incubation

This first phase is where the service provider will assist the Incubatees through the process of coming up with innovative ideas up to the elaboration of the business plan. During this phase, the incubatee will identify the innovative ideas of the business, conducts further research to better understand the technology and the sector he or she wants to enter, and to assist the incubatee in preparing a bankable business plan, which will be needed in the next phase of the process.

Deliverable: Draft business plan or Company Profile for assessment by the Implementing agent

Phase 2: Application Phase

This phase can take from one to three months; It is the phase where the Incubatees go through intense training on how to pitch their business ideas before they can be considered for the actual incubation process. During this phase, the support from the incubator will be very important and critical as this is the phase that will determine if the entrepreneur will actually be incubated or not. Two training sessions are required per month;

they will include training of business development, financial management, digital marketing, business tools for ease of doing business, market analysis and trends; and business plan development, etc

Deliverable: SMME assessment form/business needs assessment form

Phase 3: Incubation Period

Phase 3 will be the start of the actual incubation process during which Incubatees will go through in depth and specialized training that aim to equip them with the necessary skills in all aspects of business management. During this phase, entrepreneurs go through extensive training on sales, marketing, product / service development, market development, the process of patent and or trademark certification, fund raising, and all other business-related aspects.

Deliverable: training plan, business training tools, attendance registers and reports.

Phase 4: Graduation phase

The graduation phase is what we call the assessment phase. After providing all the support and training to the Incubatees, it is now time to assess the business and identify its readiness for growth and expansion. At this point, it is believed that the entrepreneur and his or her team has gone through all the necessary training that have equipped them with all the critical skills for the success of a business; it is also assumed that the business being assessed has already developed, tested and made available to the market a product or service that clients are either already consuming or are willing to spend money to get. Finally, it is also believed at this stage that the entrepreneur has established a business that is running with all the critical components for smooth operations.

During this phase, the incubator, through its qualified appointed staff conducts an assessment on the business, growth, clients and expansion, to determine the readiness of the incubated business to expand. The assessment reports for each incubate, together with the portfolio of evidence shall be submitted to the Enterprise iLembe Project Manager on a monthly basis.

Deliverable: impact assessment report which will include surveys, shareholding, financial analysis, new assets acquired & liabilities, new jobs created, funding/loans approved over time.

Phase 5: Post-graduation phase

At this last phase of the incubation process, the graduated entrepreneur, together with his or her team go through some business monitoring, training and support that aim to assist the existing businesses in establishing its name among other existing and big industry players. The main objective of the post-graduation phase will be to provide the entrepreneur with that extra and needed support while trying to stand on their own feet and become an independent and profitable business, but also to establish a long and lasting partnership between the incubator and the graduated incubatee for mutual support.

Deliverable: Quarterly Monitoring and Evaluation Report and business profile. Business impact assessment report to be submitted quarterly; progress reports on programmes initiated and implemented from the

incubator that have benefited the incubator, training manuals, attendance registers will always be required. Non-Accredited Certification will be required.

Additional Services:

- Develop enterprise development business incubation programme interventions based on the assessment to address the gaps identified i.e., Training, mentorship and the facilitation of access to markets.
- Monitoring and evaluation approach for the duration of the contract which will include assessing the overall progress of the beneficiaries, provision of assistance, risk mitigation etc. using business intelligence tool/system or any other business growth tracking system to measure SMME/beneficiary business performance, growth and the commitment to the incubation programme [i.e. tracking SMME monthly revenue, net profit generated, employee salaries paid, employment, net asset value, training attended, mentoring attended.
- Provide legislative and quality assurance assistance to the beneficiaries.
- Provide administration approach of the project
- Submit monthly reports on the progress of the project with supporting evidence.
- Submit quarterly impact assessment report of the project with supporting evidence.
- Management of the office space to ensure the fair rotation of the use of desks and the computer lab.
- The implementing agent will be required to manage the assets allocated to the incubator/ accountability and to make themselves available for asset verifications etc, reporting of theft, damage to property etc. The implementing agent will also have to sign a loss and control prevention form taking responsibility of the asset.
- The implementing agent will have to ensure that an estimated 50 incubatees will go through the incubator per year, with the incubation period not exceeding 12 months per cycle.

SECTION 4: DELIVERABLES & CEILING COSTS

Reporting

The service provider will work in close co-operation with Enterprise iLembe Assistant Administrators and Project Manager who will act as a co-ordinator and the link between the service provider and the District and Local Municipalities; and iLembe SMMEs

The Service Provider will be required to prepare and present progress reports coinciding with each of the agreed milestones. Where considered necessary the Service Provider will also be expected to compile reports and presentations for other bodies as required by the Enterprise iLembe. The service provider will be expected to keep financial records and other appropriate records.

Funding is made available by Enterprise iLembe for the project. **Service providers are requested to include the all-inclusive, annual budget implications with the escalations, for the duration of the contract (36 months). In addition, service providers are requested to include a provisional sum of R80 000 into the bid**

price. This amount will only be claimable for ad hoc activities that may be required by Enterprise iLembe. This includes, but is not limited to, travelling expenses for ad hoc activities.

Payments will be made on invoices submitted for work completed per achieved milestone. On receipt of invoices rendered the service provider should allow at least 4 weeks for the payments to be processed.

SECTION 5: DOCUMENTATION CONFIDENTIALITY AND MANAGEMENT OF ASSET

Ownership of all documentation, material and data produced within the context of this brief, whether in hard or digital format, shall remain the property of Enterprise iLembe Economic Development Agency.

Information and data which is generated in the context of the project; may not be made available to any third party without prior permission of the Chief Executive Officer. All project material shall be presented in both hard copy and electronic format.

Management of assets at the Business Incubator Office will remain the responsibility of the Implementing agent, a refundable breakage/theft/loss fee will be withheld upon submission of the first invoice; after the contract term has been concluded the fee will be refundable provided there is no breakage, theft or loss

SECTION 6: NON - APPOINTMENT

Enterprise iLembe has a right not to make an appointment should it find that proposals received do not meet the specified criteria / requirements and is not compelled to accept the lowest quotation

SECTION 7: REQUIREMENTS RELATED TO TENDER

➤ Validity Period

The validity period of this bid is 90 days from the date of bid closure.

➤ Suppliers in service of the state

Please note that no awards will be made to bidders who are in service of the state as per the CSD verification that will be performed during the course of the bid evaluation process.

➤ Submission of Proposals

Proposals must be submitted in sealed envelopes endorsed **“PROPOSAL FOR THE APPOINTMENT OF AN IMPLEMENTING AGENT FOR THE ENTERPRISE DEVELOPMENT BUSINESS INCUBATION PROGRAMME”** and must be hand delivered and placed in the tender box at **Sangweni Tourism Centre, Cnr. Link Road & Ballito Drive, Ballito** and addressed to;

The Chief Executive Officer
Enterprise iLembe,
Sangweni Tourism Centre,
Cnr Link Road & Ballito Drive;

and be received on or before: 12 September 2025 at 11h00

Please note: All proposals must be hand-submitted to the tender box, and incomplete, faxed, emailed applications and applications received after the closing date and time **WILL NOT** be considered. Bidders using a courier service to deliver documents are responsible for ensuring that such delivered documents are physically deposited in the tender box. ***It is compulsory for bidders to ensure that their proposals are bound or stapled securely together. If the proposal is too thick to be bound or stapled, bidders are allowed to split the document into sections, however, each section must be bound or stapled and must be individually labelled with the name of the bidder. Under NO circumstances will a loose submissions be accepted.***

Please note:

- No submissions will be accepted after the closing date and time, as stipulated above.
- Enterprise iLembe does not bind itself to accept the lowest or any of the proposals received and reserves the right to accept the whole or part of the proposal.
- Please note that no awards will be made to bidders who are in service of the state as per the CSD verification that will be performed during the course of the bid evaluation process.

SECTION 8: EVALUATION CRITERIA

SCM Policy

Proposals will be evaluated in terms of the SCM Policy of Enterprise iLembe and shall be applied as follows:-

- a) Mandatory Evaluation- All proposals will be evaluated in terms of the mandatory (compulsory) documents/ submissions as detailed in section 10 below. Failure of the service provider to submit any or all of the mandatory requirements will result in disqualification from further evaluation.
- b) Functionality Evaluation- All proposals that meet the mandatory requirements shall be evaluated on functionality as detailed in section 8.1.1 below.
- c) Price Evaluation- All proposals which meet the mandatory (compulsory) requirements will then be evaluated in terms of price as specified in the PPPFA (No.5 of 2000) read together with the 2022 PPPFA Regulations and the 2011 B-BBEE Regulations. The price evaluation is detailed in section 8.1.2 below.

8.1.1 Functionality Evaluation

The functionality evaluation points will be applied as per the table that follows:

NB.: Service Providers must demonstrate by submitting documentary proof in relation to the claim of points with respect to the following key competencies/areas:

Competency	Point Allocation	Maximum Points
<p>Key expert 1</p> <p>Educational qualifications on Business Administration or Entrepreneurship or any other similar qualification</p> <p>Bidders are required to submit CERTIFIED copies of QUALIFICATIONS. Please note that the certification stamp must not be older than three months (*)</p>	<ul style="list-style-type: none"> • No qualification- 0 points • Degree- 10 points • Postgraduate/Masters- 15 points • PHD- 20 points 	20
<p>Key expert 2</p> <p>Educational qualification in Finance or Accounting or any other similar qualification</p> <p>Bidders are required to submit CERTIFIED copies of QUALIFICATIONS . Please note that the certification stamp must not be older than three months (*)</p>	<ul style="list-style-type: none"> • No qualification- 0 points • Degree- 10 points • Postgraduate/Masters- 15 points • PHD- 20 points 	20
<p>Bidder's (i.e. company) experience with operating business incubators</p> <p>(Bidders are to submit letters of reference OR completion certificates to claim points for this.)</p> <p>NB: Reference letters must be signed and must contain the following: <i>Contact name, telephone number or email address and should be on the referee's letter head</i>). Completion certificates must be signed by both parties (the Company/ Entity as well as the bidding Contractor/ Service Provider) and must be traceable.)</p>	<ul style="list-style-type: none"> • 2 Letters – 15 points • 3 Letters or more – 20 points 	20

Competency	Point Allocation	Maximum Points
<p>Bidder's (i.e. company) experience in Business development or Enterprise Development or Business training or Skills Development (Bidders are to submit letters of reference OR completion certificates to claim points for this.) NB: Reference letters must be signed and must contain the following: <i>Contact name, telephone number or email address and should be on the referee's letter head</i>). Completion certificates must be signed by both parties (the Company/ Entity as well as the bidding Contractor/ Service Provider) and must be traceable.) (*)</p>	<ul style="list-style-type: none"> • 0 letters – 0 points • 1 Letter – 5 points • 2 Letters – 10 points • 3 Letters – 15 points • 4 Letters – 20 points 	20
<p>Approach and Methodology Proposal should clearly show how the service provider will achieve on the stipulated constructs: Business Support, skills, markets, funding and awareness</p>	<ul style="list-style-type: none"> • No Approach, Methodology and the proposal reflects poor understanding of the TORs - 0 • Approach, Methodology and Proposal shows understanding of TOR but not clear on how results will be achieved on the proposed constructs – 10 • Approach, Methodology and Proposal displays clear understanding of the TOR, clear on how results will be achieved but does not provide sufficient proof of ability to achieve these (relevant reference letters.) - 15 • Approach, Methodology and Proposal displays clear understanding of the TORs, clear on how results will be achieved on the constructs and provides sufficient proof of ability to achieve these (relevant reference letters.) -20 	20

Only service providers who achieve a total of 60 of the totals of 100 and a score greater than zero in categories marked with an asterisk (*) on the functionality evaluation shall be evaluated in terms of the 80/20 points scoring system.

5.1.1 Price Evaluation

The 80/20 preference point scoring system will be applied with points allocated as follows:

- 80 points for the price
- 20 points for specific goals

Service Providers wishing to claim a maximum of 20 preference points in terms of Specific Goals must attach the following:

- 1. Valid B-BBEE certificate/ affidavit (Level 3 or above)- 10 points**
- 2. Proof of location of the business - Maximum of 10 points (Please submit a signed councillor letter, valid signed lease agreement or a utility bill not older than three months & in the business name) to claim points for this**
 - **If the business is located in within iLembe – 10 points**
 - **If the business is located within KZN – 5 points**
 - **If the business is located within South Africa –2 points**

SECTION 9: PERFORMANCE OF APPOINTED SERVICE PROVIDER

Once appointed, the performance of the service provider will be measured on a continuous basis.

The key performance indicators applicable to this are as follows:

Performance Indicator		Weighting
1	Quality of Service	30
2	Timeliness of Completion	25
3	Cost Control	25
4	Business Relations	10
5	Management of Key Personnel (i.e. management of the service providers team allocated to the project)	10
		100

SECTION 10: DOCUMENTS RELATING TO TENDER

1. Annexure A: Compulsory Information Sheet (see below- page 14 of this document)

2. Service Providers Proposal, bound with cost implications (compulsory) *It is compulsory for bidders to ensure that their proposals are bound or stapled securely together. If the proposal is too thick to be bound or stapled, bidders are allowed to split the document into sections, however, each section must be bound or stapled and must be individually labelled with the name of the bidder. Under NO circumstances will a loose submissions be accepted.*

3. Registration details & Compliance

- All interested bidders must be registered on the Central Supplier Database for Government. Proof of registration on the CSD must be included in the bidder's proposal (i.e. either the CSD Supplier Number or the CSD Report). **(Compulsory)**. Please visit <https://secure.csd.gov.za/> to register on the **Central Supplier Database**. The CSD will be used to verify the tax compliance status of the bidder. NB: Bidders who are in service of the state as per CSD will be disqualified from further evaluation unless supporting documents proving the supplier is not a government employee is submitted as part of the proposal.
- All bidders must submit a Tax Compliance Status (TCS) Pin Number (Compulsory). In line with the latest circular from SARS (South African Revenue Services), bidders can now submit a **UNIQUE PIN** to enable the entity to verify the bidder's tax compliance status online via E-filing or via the CSD. No awards will be made to bidder's whose tax matters are not in order and who fail to rectify their tax status within the seven days of being notified (as per Circular 90 of the MFMA) at the time of adjudication of the bid.
- Municipal Bidding Documents (MBD) which can be found from page 27 of this document must be completed and signed (**Please note that SBD forms will not be accepted**):
 - MBD 1 (Part A & B), **(Compulsory)**.
 - MBD 4, **(Compulsory)** Please ensure that the appropriate responses are either ticked or crossed.
 - MBD 6.1- relevant to the 2022 PPPFA Regulations, **(Compulsory)**.
 - MBD 8, **(Compulsory)**.
 - MBD 9, **(Compulsory)**.
- All documents as per the competency table on page 9-10 of this document.
- Bank confirmation letter which corresponds to the banking details reflected on CSD.
- Business registration documents showing all active members/ directors/ shareholders/ owners etc. In the case of a Sole Proprietor, the Identity Document of the owner must be submitted**(Compulsory)**
- Power of Attorney/ Signing authority**(Compulsory)**
- B-BBEE Verification Certificate/ Affidavit (Please attach the approved B-BBEE accreditation certificate/ affidavit.)
- Proof of location of the business Bidders are requested to submit a signed councillor letter, valid signed lease agreement or a utility bill not older than three months.

Points to note regarding the B-BBEE Status Level:

- Bidders other than EMEs must submit valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a

Verification Agency accredited by SANAS.

- A trust, consortium, or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

The following rules are applicable ONLY to consortia / joint ventures / sub-contracting and MUST be adhered to:

- In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must **submit separate** MBD 4 forms, B-BBEE Certificate/ Affidavits, SARS tax compliance status (TCS) pins AND Central Supplier Database (CSD) registration number (**compulsory**).
- In addition, the relevant agreement between all parties involved, which clearly outlines the roles and responsibilities specific to this tender must be submitted (**compulsory**).
- A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an Exempt Micro Entity that has the capability and ability to execute the sub-contract.
- A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

ANNEXURE A – MANDATORY INFORMATION

Name of Company: _____

Contact Person/s: _____

Contact Number/s: _____

E-mail _____

Details	Please indicate where this information can be found in your proposal
Key expert 1 - Educational qualifications in Business Administration or Entrepreneurship or any other similar qualification Bidders are required to submit CERTIFIED copies of QUALIFICATIONS	
Key expert 2 -Educational qualification in Finance or Accounting or any other similar qualification Bidders are required to submit CERTIFIED copies of QUALIFICATIONS	
Bidder's (i.e. company) experience with operating business incubators (Bidders are to submit letters of reference OR completion certificates to claim points for this.)	
Bidder's (i.e. company) experience in Business development or Enterprise Development or Business training or Skills Development (Bidders are to submit letters of reference OR completion certificates to claim points for this.)	
Approach and Methodology Proposal should clearly show how the service provider will achieve on the stipulated constructs: Business Support, skills, markets, funding and awareness	
Price over three years (Including VAT)	R _____
Plus Provisional Sum	R 80 000
Total Price including Provisional Sum	R _____

Above information certified correct:

Signature: _____

Date: _____

NB: By signing this annexure, the bidder accepts the clauses contained within these Terms of Reference.

GENERAL CONDITIONS OF CONTRACT (ISSUED BY NATIONAL TREASURY)

TABLE OF CLAUSES

1. Definitions
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8. Inspections, tests and analyses
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21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
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31. Notices
32. Taxes and duties
33. Transfer of contracts
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35. Prohibition of restricted practices

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 tender documents for the receipt of Tenders.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier 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 supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin and which has the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the 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 Tender submission) designed to establish Tender 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 supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors)

and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the Tender will be manufactured.

1.17 "Local content" means that portion of the tender 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 include 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.

1.20 "Project site," where applicable, means the place indicated in tender 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 ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "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 Tenders, contracts and orders including Tenders 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 tender documents.

2.2 Where applicable, special conditions of the contract are also laid down to cover specific goods, 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 tender documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a Tender. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to Tender are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier develops documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / 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 supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tender documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-tender testing will be for the account of the bidder.

8.2 If it is a Tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the tender documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary

arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent 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 supplier in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all 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 supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

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

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of 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 supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his Tender, with the exception of any price adjustments authorized or in the purchaser's request for Tender validity extension, as the case may be.

18. Variation orders

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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties,

pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Antidumping and countervailing duties and rights

24.1 When, after the date of Tender, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

28. Limitation of Liability

28.1 Should it not be possible to settle a dispute by means of mediation; it may be settled in a South African court of law.

28.2 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 supplier any monies due to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

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

33. Transfer of contracts

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

34. Amendment of contracts

34.1 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.

35. Prohibition of restricted practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No. 89 of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and/ or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SPECIFIC CONDITION OF CONTRACT

Please note that a Risk Assessment may be undertaken during the evaluation or adjudication of the tender whereby the most responsive bidders may be requested to make a presentation to the Bid Committees as deemed appropriate by the Chief Executive Officer.

MBD1: INVITATION TO BID (COMPULSORY SUBMISSION)

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ENTERPRISE ILEMBE					
Bid Number	T01-2026	Closing Date	12 September 2025	Closing Time	11h00
Description					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM .					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT :					
ENTERPRISE ILEMBE SANGWENI TOURISM CENTRE, CNR. LINK ROAD & BALLITO DRIVE, BALLITO, 4420					
SUPPLIER INFORMATION					
Name of Bidder					
Postal Address					
Street Address					
Telephone Number	Code		Number		
Cell phone Number					
Facsimile Number	Code		Number		
E-Mail Address					
Vat Registration Number					
Tax Compliance Status	TCS PIN:		OR	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE Status Level Sworn Affidavit		<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you the Accredited Representative in South Africa for the Goods /Services /Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (if yes enclose proof)		Are you a Foreign Based Supplier for the Goods /Services /Works Offered?		<input type="checkbox"/> Yes <input type="checkbox"/> No (if yes, answer part B:3)
Total Number of Items Offered			Total Bid Price:		
Signature of Bidder			Date:		
Capacity under which this bid is signed:					

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 as prescribed in the terms of reference	
1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022, the GCC contract and, if applicable, any other special conditions of contract.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 Bidders must ensure compliance with their tax obligations.	
2.2 Bidders are required to submit their unique Personal Identification Number (Pin) issued by SARS to enable the organ of state to view the taxpayer’s profile and tax status.	
2.3 Application for the Tax Compliance Status (TCS) certificate or Pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za .	
2.4 Foreign suppliers must complete the Pre-Award Questionnaire in part B:3.	
2.5 Bidders may also submit a printed TCS certificate together with the bid.	
2.6 In bids where consortia / joint ventures / sub-contractors are involved each party must submit a separate TCS certificate / Pin / CSD number.	
2.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2. Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.3. Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.4. Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.5. Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer is “no” to all of the above, then it is not a requirement to register for a Tax Compliance Status System Pin Code from the South African Revenue Service (SARS) and if not register as per 2.3 above.	

NB: Failure to provide any of the above particulars may render the bid invalid.

No bids will be considered from persons in the service of the state.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

DATE:

MBD 4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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 favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised 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/ 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 Reference Number	

- 3.7. The names of all directors / trustees / shareholders members, their individual identity numbers, and state employee numbers must be indicated in paragraph 4 below.

3.8	Are you presently in the service of the state*?	Yes	No
3.8.1	If yes, furnish particulars.		
3.9	Have you been in the service of the state for the past twelve months	Yes	No
3.9.1	If yes, furnish particulars.		

¹MSCM 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 of 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 public 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 exercises control over the company.

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?	Yes	No
3.10.1	If yes, furnish particulars.		
3.11	Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.11.1	If yes, furnish particulars.		
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.12.1	If yes, furnish particulars.		
3.13	Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.13.1	If yes, furnish particulars.		
3.14	Do you or any of the directors, trustees, managers, principal shareholders or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No
3.14.1	If yes, furnish particulars.		

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

Full Name	Identity Number	State Employee Number

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

2.3 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = 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:

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

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. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals 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.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<p><i>Proof of location of the business- Maximum of 10 points (Please submit a signed councillor letter, valid signed lease agreement or a utility bill not older than three months & in the business name) to claim points for this)</i></p> <ul style="list-style-type: none"> ➤ <i>If the business is located in within iLembe – 10 points</i> ➤ <i>If the business is located within KZN – 5 points</i> ➤ <i>If the business is located within South Africa –2 points</i> 	n/a	10 points	n/a	
<p><i>Valid B-BBEE certificate/ affidavit (Level 3 or above)- 10 points</i></p>		10 points		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. 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]

4.6. 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 *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

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

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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 <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.7.1	If so, furnish particulars:
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CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME 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 bids¹ 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 (MBD 9) 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:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether 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 consortium³ 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.

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.

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

.....