



HARRY GWALA DISTRICT MUNICIPALITY

CONTRACT NO HGDM826/HGDM/2023



Harry Gwala District Municipality
40 Main Street
IXOPO
3276

Contact Name : Mr. L. Zondi
Telephone: 039 834 8700

NAME OF TENDERER	
ADDRESS OF TENDERER	
TELEPHONE	
FAX	
TENDER SUM	
TIME FOR COMPLETION	

TENDER CLOSING DATE: 8 DECEMBER 2023 AT 12:00

HARRY GWALA DISTRICT MUNICIPALITY

CONTENTS

Section A:	Notice and Invitation to Bid.....
Section B:	Scope of Works
Section C:	Evaluation Criteria
Section D:	Registration on municipal supplier database.....
Section E:	Declaration that information on municipal supplier database
Section F:	Tax Clearance -MBD 2
Section G:	Form of Offer and Acceptance -MBD 3.....
Section H:	Declaration of interest MBD 4
Section I:	Preferential Points MBD 6.1.....
Section J:	Contract form MBD 7
Section K:	Declaration of bidders past SCM Practices MBD 8.....
Section L:	Certificate of independent bid determination MBD 9.....
Section M:	Special instructions
Section N:	Pricing Schedule
Section O:	Authority to sign bid
Section P:	Certificate of municipal services.....
Section Q:	Conditions of bid.....
Section R:	Contract Data.....



HARRY GWALA DISTRICT MUNICIPALITY

“Together We Deliver and Grow”

OFFICE OF THE MUNICIPAL MANAGER

40 Main Street, Private Bag X501, IXOPO 3276

Tel: (039) 834 8707 Fax: (039) 834 1701

Email: kunenes@harrygwalam.gov.za

ADVERTISEMENT

BID NOTICE

PROJECT NAME	COMPULSORY BRIEFING DATE	TENDER NUMBER	CLOSING DATE
REVIEW A CLIMATE RISK AND VULNERABILITY ASSESSMENT REPORTS, GREENHOUSE GAS EMISSION (GHG) PROFILES AND CLIMATE CHANGE RESPONSES FOR HARRY GWALA DISTRICT MUNICIPALITY.	None	Contract No. HGDM 826/HGDM/2023	08 December 2023 @ 12h00

Invalid or non-submission of the following documents will lead to immediate disqualification.

- Central Supplier database registration.
- Utility bill: municipal statement/lease agreement/affidavit confirming non-payment of municipal services.
- JV Agreement (if applicable).
- A signed MBD4 form must be submitted with all bids (available on our website or at reception).

The following will apply in all the above bids:

- Valid tax certificate or SARS pin.
- Price(s) quoted must be firm and must be inclusive of VAT.
- A firm delivery period must be indicated.
- All tenders must be valid for 90 days after the tender closing date.
- Specific goals will apply to claim preferential points.
- 80/20 Preference point system will be used in Evaluation. Functionality will be calculated first.
- All tenders above R10 million must have audited annual financial statements.

SPECIFIC GOALS

1. <u>Locality</u>	<u>Verification Method</u>	<u>Weighting</u>
<ul style="list-style-type: none"> • Locality (Enterprise that is located within the KZN Province, location to be determined by the address registered on the CSD). 	CSD Report.	20
<ul style="list-style-type: none"> • Locality (Enterprise that is 	CSD Report.	15

not located within the KZN Province, location to be determined by the address registered on the CSD).		
• TOTAL POINTS		20

COLLECTION OF BID DOCUMENTS

Bid documents may be collected from the **28 November 2023** between **09h00 to 16h00** at Harry Gwala District Municipality Offices, Finance Services Department, situated at Ixopo 40 Main Street, Ixopo 3276. Tender documents for the above-mentioned project will be issued upon a non-refundable cash payment of **R300.00** each.

CLOSING DATE

The closing date for the bid is as per the table above. Bids must be enclosed in **SEALED ENVELOPES** and clearly labelled with the contract number and project name on the outside of the envelopes addressed to **The Municipal Manager**.

Bids must be deposited in the Bid Box at the reception area of Harry Gwala District Municipal, 40 Main Street, IXOPO before the closing date and time. Telegraphic, telexed or faxed bids will not be considered and late bids will not be accepted.

Harry Gwala District Municipality does not bind itself to accept the lowest or any Bid and reserves the right to accept the whole or any part of the bid.

BID ENQUIRIES

All bid enquiries and other matters shall be directed to: Executive Director: Social Services and Planning Department: Mrs. N. Buthelezi during working hours on Tel.:039-834 8700.

Mr. GM. Sineke

Municipal Manager

CLIMATE CHANGE RESPONSE STRATEGY



TERMS OF REFERENCE

TABLE OF CONTENTS

1.	PURPOSE.....	7
2.	INTRODUCTION AND BACKGROUND	7
3.	BACKGROUND TO THE STUDY AREA.....	8
4.	OBJECTIVES.....	9
5.	SCOPE AND EXTENT OF WORK	9
6.	PROJECT TEAM.....	12
7.	PROJECT STEERING COMMITTEE.....	13
8.	LITERATURE REVIEW	14
9.	EXPECTED DELIVERABLES / OUTCOMES	14
10.	PERIOD / DURATION OF PROJECT / ASSIGNMENT	15
11.	INFORMATION SESSION	15
12.	OWNERSHIP	15
13.	BIDDING PROCESS	16
14.	TENDER EVALUATION CRITERIA	16
15.	FINAL PRODUCT.....	17
16.	DOWNSCALING OF WORK.....	18
17.	PROJECT MANAGEMENT.....	18
18.	EVALUATION CRITERIA	19
19.	BID SUBMISSION REQUIREMENTS.....	19
20.	LEGISLATIVE FRAMEWORK OF THE BID	20
21.	SPECIAL CONDITIONS OF CONTRACT.....	22
22.	PAYMENT TERMS.....	23
23.	TECHNICAL ENQUIRIES	24

1. PURPOSE

- 1.1 To appoint a service provider to review the Climate Risk and Vulnerability Assessment Reports, Greenhouse Gas Emission (GHG) profiles and Climate Change Response Plans Harry Gwala District Municipality.

2. INTRODUCTION AND BACKGROUND

- 2.1 Climate change is already a measurable reality and along with other developing countries, South Africa is extremely vulnerable and exposed to the impacts of climate change due to its socio-economic and environmental context. Climate variability, including the increased frequency and intensity of extreme weather events, will disproportionately affect the poor. South Africa is already a water-stressed country and faces future drying trends and weather variability with cycles of droughts and sudden excessive rains. As such, South Africa has to urgently strengthen the resilience of its society and economy to such climate change impacts and to develop and implement policies, measures, mechanisms and infrastructure that protect the most vulnerable.
- 2.2 In response to climate change impacts and vulnerabilities, the South African Government developed the National Climate Change Response Policy (NCCRP White Paper 2011) for an effective climate change response and the long-term, just transition to a climate-resilient and lower-carbon economy and society. South Africa's response to climate change has two objectives:
- 2.3 Effectively manage inevitable climate change impacts through interventions that build and sustain South Africa's social, economic and environmental resilience and emergency response capacity.
- 2.4 Make a fair contribution to the global effort to stabilise greenhouse gas (GHG) concentrations in the atmosphere at a level that avoids dangerous anthropogenic interference with the climate system within a timeframe that enables economic, social and environmental development to proceed in a sustainable manner.
- 2.5 All spheres of government have a varying degree of roles in the implementation of the NCCRP. The NCCRP indicates that Local government plays a crucial role in building climate resilience through planning human settlements and urban development; the provision of municipal infrastructure and services; water and energy demand management; and local disaster response, amongst others.

- 2.6 Given this responsibility and the fact that climate change impacts are felt most directly at the local level, there is a great need for proactive efforts to make a contribution towards reducing Greenhouse Gases and build climate resilience in all 278 municipalities in the country.
- 2.7 The Department of Environment, Forestry and Fisheries has also drafted The Climate Change Bill (once the Act come into operation) that will require Municipalities to within one year of the coming into operation do the following:
- 2.7.1 undertake a climate change needs and response assessment for the municipality taking into account the risks and vulnerabilities associated with climate change and Emission targets and include mechanisms for their effective implementation that align with national sector plans;
 - 2.7.2 Within two years of the coming into operation of the Act, develop and implement a climate change response implementation plan which must be informed by the climate change needs and response assessment; and
 - 2.7.3 Have such climate change needs and response assessment reviewed at least once every five years.
- 2.8 The South African Local Government Association, DFFE and its technical partner Deutsche Gesellschaft für Internationale Zusammenarbeit GmbH (GIZ) have begun to provide support through various measures that will promote alignment, co-ordination and capacity building that support implementation of climate change response in terms of the NCCRP at different levels as well as preparations that seeks to comply with the Act once it comes into force.
- 2.9 The aim of this assignment is to determine and highlight Climate Risks and Vulnerabilities as well as the nature and characteristics of Greenhouse gas emissions leading to the development of climate change needs and response assessment with associated Implementation Plan in order to minimize the impacts of climate change and improve municipal resilience in the Harry Gwala District Municipality (HGDM).

3. BACKGROUND TO THE STUDY AREA

- 3.1 The Harry Gwala District Municipality (previously Sisonke District Municipality) is a Category C municipality situated south-west of KwaZulu-Natal. It forms part of the border between KwaZulu Natal and Eastern Cape Province and is encircled by Lesotho to the northwest, uGu District Municipality to the southeast, Alfred Nzo

District Municipality to the south and Alfred Nzo District Municipality to the southwest. The municipality is comprised of four local municipalities: Dr Nkosazana Dlamini Zuma, uMzimkhulu, Greater Kokstad and Ubuhlebezwe. The seat of Harry Gwala is Ixopo.

The majority of its 510 865 people speak IsiZulu (2016 Community Survey). The district includes the southernmost part of the uKhahlamba Drakensberg National Park, adjacent to Lesotho and borders the Eastern Cape Province in the west. Harry Gwala is well endowed with natural resources and has massive potential for the development of its foremost economic sectors. Economically, the most prominent employment sectors are agriculture, construction, and small-scale manufacturing. The district is known for its progressive farming methods. Harry Gwala has an abundance of high-quality soils, high altitude, abundant water, and climatic extremes, which makes the area suitable for dairy farming. A significant portion of dairy consumed in KwaZulu-Natal is produced within the district. The unspoilt natural environment has high ecotourism and adventure-tourism potential

4. OBJECTIVES

The project is expected to achieve the following:

- 4.1. Build technical capacity of municipal officials to conduct vulnerability assessments, assess emission sources, set emission targets, develop adaptation responses, prioritise actions, develop implementation plans and mainstream climate change adaptation and mitigation into municipal IDPs, SDFs and municipal service delivery programmes.
- 4.2. Undertake climate risk and vulnerability assessments and identify response measures;
- 4.3. Identify and assess municipal emission sources and set emission targets
- 4.4. Develop local climate change response strategies and action plans

5. SCOPE AND EXTENT OF WORK

5.1. Project Inception:

- Conduct Inception meeting with Project Management Team (PMT) and Project Steering Committee (PSC)
- Prepare Stakeholder mapping and Facilitation Plan
- Develop Inception Report

5.2. Phase 1: Development of Scoping/Status Quo Report: Baseline review/assessment of adaptation and mitigation documentation and identification of gaps including the following activities:

- Undertake a comprehensive baseline literature review with relevance to the municipality and consider all relevant policies, strategies, plans and programmes from various spheres of government/ different sectors pertaining to climate change including academia. Conduct climate scenario analysis and projections. Review existing information on key weather elements including rainfall and temperature over a selected period of time.
- Assess information gaps, evaluate and map municipal situation with regard to climate change mitigation and adaptation.
- Engage key stakeholders from different sectors to identify broader climate change issues pertaining to the municipality.

5.3. Phase 2: Adaptation Component: Develop/Review Climate Change Risks and Vulnerability Assessment reports, including

- Vulnerability and risk assessment: Short term to medium-term Climate Change Vulnerability Assessment and Mapping
- Identify prevailing climate change related risk/hazards in the municipality, based on the most up-to-date scientific information available and their associated impacts on sectors and communities.
- Assess climate change profiles and vulnerability scenarios for key systems/sectors and
- Analyse the exposure and sensitivity of key sectors and community livelihood as well as the most affected groups, etc.
- Assess current coping mechanisms and overall adaptive capacity and their extent of effectiveness to develop a vulnerability profile of the communities
- Develop vulnerability index of each municipality using a set of selected biophysical and socio-economic indicators to reflect exposure, sensitivity, and adaptive capacity of key sectors and populations at local level.
- Present the risks at a relevant local scale and in an accessible spatial and table format for use in decision –making

- Assess the climate change impacts within the context of vulnerabilities identified for each sector of the municipality, Conduct Stakeholder consultation to present the first draft RVAs

5.4. Mitigation component: Develop Assessment Report on GHG emissions sources, sinks and development of GHG profiles for the municipalities including:

- GHG emissions and removals profiles and potentials.
- Identify the appropriate data sources and references for the collection of the activity data, emission factors and other parameters required.
- Profile main sources and sinks of greenhouse gases in the municipalities and develop a comprehensive greenhouse gases emissions profile and highlight data gaps; and
- Provide an interpretation of the results with the identification of main drivers and underlying factors driving emission trends.

Engage with key stakeholders on climate change and include outcomes in deliverables

5.5. Phase 3: Compile a comprehensive climate change Response strategy for the municipality which includes a local climate change adaptation and mitigation plan, the Strategy should address the following issues:

- Identification of strategies to increase the municipal resilience and ability to adapt to the physical climate change impacts.
- Identify appropriate and realistic response options that address the identified risks, with reference to all municipal sectors not limited to water, energy, health, transport, infrastructure, housing, agriculture, biodiversity, waste management, and tourism.
- Provide realistic climate change response options which can be structured in a measurable manner, related to both emissions reductions and climate resilience (adaptation).

5.6. Draft proposals for the inclusion of Key Performance indicators of this plan into the SDBIP, scorecard and Individual Performance Plans of the Sector Heads entrusted with the responsibility of implementing the LCCS. Develop an Implementation and communication Plan for the municipality which will include:

- Appropriate, context specific and practical Adaptation and GHG Mitigation measures, programmes, projects and means of financing and support needs in relation to the coordination

and implementation of relevant national, provincial and local government policies, strategies and regulations.

- Key actions, with timeframes, assignment of roles and responsibilities, targets
- Financial requirements for the implementation of key actions

Identify resources and possible sources of funding which could be accessed for implementation of the strategy.

5.7. **Harry Gwala District Municipality intentions of the study and specific focus.**

Since the study is conducted by HGDM which has legislated mandates, roles and responsibilities. It is only logical for the HGDM to require the study to pay more attention to its constitutional mandates such as (i) Disaster Management, (ii) Infrastructure Service Delivery such as Water and Sanitation, Public Transport and its related infrastructure. The study cannot also ignore the dominant economic activity which is agriculture.

The study must therefore pay attention to and advise the municipality on:

- (i) the impact or potential impact of drought on the district;
- (ii) local government infrastructure requirement such as water and sanitation;
- (iii) storm water drainage systems;
- (iv) causeways that affect rural-urban linkages and as well rural-rural linkages and;
- (v) Human Settlement design standards advise.

6. **PROJECT TEAM**

6.1. The project team requirements are as follows:

6.1.1. Project Manager (x1)

6.1.1.1 Skills and experience:

- i. Professional experience in project management and stakeholder engagement in climate change field
- ii. Professional experience working with local government

6.1.1.2 Responsibilities and functions:

- i. Management of project,
- ii. Liaison with stakeholders related to queries, technical input on the project, project progress, project monitoring etc.

- iii. Provides overall quality assurance and oversight for the project team where relevant
 - iv. Report any changes to approach and activities to complete the assignment, and personnel.
- 6.1.2 Technical Experts (number not specified, service provider to decide on optimal team configuration)
- 6.1.2.1. Skills and experience:
- i. Professional experience in climate change analysis, vulnerability assessments, mitigation potential analysis, climate resilience planning and stakeholder engagement.
 - ii. Knowledge on the development of climate change response strategies (both mitigation and adaptation)
 - iii. Knowledge of dynamics at local government level to support integration of climate change.
- 6.1.2.2 Responsibilities and functions:
- i. Lead technical component of the work plan.
 - ii. Undertake climate change vulnerability assessment, mitigation potential analysis leading to the development of adaptation and mitigation plan that will inform the response strategy and associated supporting plans.
 - iii. Conduct relevant climate change research and analysis; preparation for stakeholder workshops and; compiling written outputs.
 - iv. Development of workshop related materials and approach to capacity building and municipal support for both developing adaptation and mitigation plans and integration of plans into IDP as well.
 - v. Lead stakeholder engagement processes through programme development and facilitation of workshops and discussions.
 - vi. Lead facilitation and assessment of knowledge transfer to district municipalities.

7 PROJECT STEERING COMMITTEE

- Following the appointment of the service provider, relevant officials from the Harry Gwala District Municipality and EDTEA will meet with the service provider and other stakeholders to establish a project steering committee responsible for the management of this projects progress in keeping with the relevant environmental legislation.
- The PSC must agree upon the scope of the project and the stakeholder groups to be included in all consultation processes, and agree upon the chairing of the PSC. The PSC must also agree upon the project plan, time frames and deliverables, as well as progress report intervals.

- PSC meetings must take place over and above the Public Participation process and throughout the project life cycle, minutes are to be taken at all PSC meetings and communicated to all stakeholders within the week of the meeting and to the Project Manager of the PSC. All project phases must be communicated to the project manager in a report. The dates of the initial and continuous meeting must be established by the PSC.

8 LITERATURE REVIEW

All relevant legislation, guideline documents, policies, plans, and reports are to be considered by the service provider.

9 EXPECTED DELIVERABLES / OUTCOMES

The anticipated deliverables of this project are, but not limited to, the following three (3) phases:

#	Deliverables	Timeframes
1.	<u>Inception phase:</u>	
	Inception meeting	3 Weeks
	Climate change response plan inception report	
	Stakeholder mapping and Facilitation Plan	
2.	<u>Implementation phase 1:</u>	
	Scoping Report/status quo report	5 Weeks
	Review and signoff of the draft by the reference group	
	Stakeholder workshop	
	1 st Draft Climate Change Risks and Vulnerability Assessment reports	8 Weeks
	1 st Draft Assessment Report on GHG emissions sources, sinks and development of GHG profiles	
	Stakeholder Workshop	2 Weeks
	Final Climate Change Risks and Vulnerability Assessment reports	3 Weeks
	Final Assessment Report on GHG emissions sources, sinks and development of GHG profiles	
	Review and sign off of the draft by the reference group	3 Weeks
	1 st Draft Climate Change Response strategy, Implementation and Communication Plan	10 Weeks
	Stakeholder Workshop	2 Weeks

	2 nd Draft climate change response Strategy Implementation and Communication Plan	3 Weeks
	Review of the 2 nd I draft by the reference group	3 Weeks
	Final Climate Change response Strategy	4 Weeks
	Action plan(s) for the implementation and monitoring of the climate change response plans	
	PowerPoint presentation of the project outputs	
	<u>Close-out phase:</u>	
	The service provider is required to provide one (01) electronic copy and five (05) A5 hard copies of all draft report and final reports/ documents	1 Week
3.	All GIS Spatial information must be provided in the external portable device	1 Week

10 PERIOD / DURATION OF PROJECT / ASSIGNMENT

- 10.1. The appointed service provider will be appointed for a period of six (6) months from the date of signing the Service Level Agreement (SLA) and an official purchase order will be issued to the service provider.
- 10.2. This includes participation and preparation for stakeholder related events as well as information gathering, analysis and reporting aspects of this assignment. The total days should be used as a limit to allocate days for team members based on their tasks.

11 INFORMATION SESSION

- 11.1. A **compulsory** information session will be held to give clarity to the interested bidders on the scope and extent of work. The bidders will have the opportunity to ask questions where needed.
- 11.2. The information session will be held as follows:
Date: (To be populated)
Time: (To be populated)
Venue: (To be populated)

12 OWNERSHIP

All documents, materials, data and information in whatever manner or format whether hard copy, digital, videotape or otherwise will be the property of the Harry Gwala District Municipality.

13 BIDDING PROCESS

The bidding process shall be in accordance with the Municipal Finance Management Act and associated Treasury Regulations. The roles and responsibilities of the Harry Gwala District Municipality and EDTEA as contemplated in sections 8(a) and 9(a) of the Agreement shall comply with the prescripts of the MFMA and associated regulations.

14 TENDER EVALUATION CRITERIA

Stage1: Assessment of functionality.

Only service providers, who will achieve a **minimum of 70%** of the total available points, in accordance with the criteria will qualify for stage two of the evaluation.

The below formula will be used to calculate Functionality using the criteria mentioned below.

Functionality Criteria	Points Allocation	Weight 5-1	Value 100%
Methodology, approach and detailed programme	Proposal shows creativity and methodological and systematic plan the project. Project breakdown per phase, key deliverables per phase. Contributions of each team member in each phase, the cost per phase of each technical member, disbursement and other cost breakdown.	5	50%
	Proposal shows generic methodological and systematic plan for the project, with phase breakdown	3	
	Proposal shows very little strategy and methodology plan for the project.	1	
Experience in projects of similar nature-minimum 3 projects <i>This must be supported by evidence by means of appointment letters and references letters</i>	Experience in projects of similar nature-minimum 6 and above projects	5	30%
	Experience in projects of similar nature-minimum 3-5 projects	3	
	Experience in projects of similar nature-minimum 0-2 projects	1	
Quality of proposed personnel	With expertise in above scope of work (registration with relevant professional body). In profession of Environmental management/	5	20%

<i>This must be supported by evidence</i>	science or Climatology, NQF Level 7 and above. All team members must be registered.		
	With expertise in in above scope (team leader and one specialist).	3	
	With expertise in above scope (only team leader registered).	1	

$$P_s = \frac{S_o}{M_s} \times 100$$

where:

Ps = percentage scored for functionality by bid under consideration

So = total score of bid under consideration

Ms = maximum possible score

Stage 2: Price and Transformation assessment

This bid will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act (No 5 of 2000) as follows:

- Price 80
- Specific Goals 20

15 FINAL PRODUCT

In summary, deliverables must consist of the approved;

- a) 6x Printed document(s) (A4 size) with Maps (A3 size) as approved by the council of the district
- b) 4x Digital information and electronic copy(ies) on USBs
- c) A phased Implementation plan in accordance with proposals of the study
- d) A compatible Video Clip (with sound) (mp4), HGDM to determine if necessary.

Technical Specifications

- The reports and other written documents generated and submitted to the Steering Committee for consideration shall be prepared in MS Word and printed single sided on A4 paper.
- The draft final report and final report shall be supplied, additionally, on USBs in MS Word format inclusive of photographs in Jpeg, (.jpg) format and maps in Placeable Windows Metafile Format (.wmf) and on high resolution (250dpi).
- Maps and data must be supplied to Harry Gwala District Municipality and EDTEA, which may place the information and maps in the public domain.

- The maps must be prepared in A3 Landscape and Portrait and supplied in a CD
- The GIS data must be delivered as a map package in a CD
- The layers in the map package must contain their symbology
- A completed metadata record must accompany each dataset used
- X & Y coordinates must be provided in Decimal Degrees
- The attribute must be populated with relevant information
- All Spatial data that is provided must be provided in the projected WG 29 co-ordinate system (metres) on the Hartebeeshoek 94 datum
- The final report shall be proof read and copy edited to the highest standard and quality.

16 DOWNSCALING OF WORK

Harry Gwala District Municipality reserves the right to downscale the required services should the need arise. Harry Gwala District Municipality also reserves the right not to accept the whole or any part of the proposal.

17 PROJECT MANAGEMENT

Given the requirements of the Project set out above, proposals should provide an exact and detailed work plan that specifies the:

- I. respective activities to be undertaken together with clearly set out milestones;
- II. project milestones linking to the budget.
- III. timeframe allocated to each activity;
- IV. members of the project team allocated to each activity;
- V. number of hours each person is allocated to successfully execute each activity; and
- VI. Associated disbursements to successfully execute and complete each activity.

The following broad roles and responsibilities apply:

a) Harry Gwala DM	b) STEERING COMMITTEE	c) SERVICE PROVIDER
a) Assists the Selection of consultant. b) Contractual and financial control;	a) Technical management of project through to its conclusion; b) Provide recommendations on whether or not the terms of reference have been met by the service provider for each phase of the project;	a) Inception Report; b) Provide Gantt Chart;
d) Final acceptance of final product in the form of a Report and Plans; and, e) Managing and Chairing of PSC Meetings f) The Project Manager shall be responsible for the ongoing management of the service level agreement.	c) Provide recommendations to Harry Gwala District Municipality on the approval of all payments to the service provider; and, d) In respect to the final product, provide recommendations to the relevant approval structures (Executive Committee and Council) on whether it has achieved its goal. e) The service provider will submit monthly progress reports to the Project Manager, within four (4) working days after the end of each month for the entire duration of the project. The service provider is also expected to provide secretariat duties throughout the project.	c) Organizing all meetings and workshops and inviting all participants; d) Copying of all documents as may be necessary prior to and after meetings and any workshop; e) Accurate minute-taking at meetings and workshops, clearly recording their resolutions, and the supply of a copy of the minutes to the Steering Committee members within one week; f) Communication of venue and time of meetings and workshops; and, g) Proof reading, editing and copying of report material after the acceptance of the final report. h) Presentation of the proposal to any structure determined by Harry Gwala District Municipality in agreement with Harry Gwala District Municipality. i) Submission of building plans to the local authority and obtain approval

18 EVALUATION CRITERIA

18.1. The evaluation for this bid will be carried out in the following three (03) phases:

- a) Phase 1: Pre-Compliance.
- b) Phase 2: Functionality Criteria.
- c) Phase 3: Price and Specific Goals.

19 BID SUBMISSION REQUIREMENTS

19.1. Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal and are as follows:

- 19.1.1 The service provider must draft a table of contents which will indicate where each document is in the proposal.
- 19.1.2 The profile of the company should include a full description of similar work undertaken.
- 19.1.3 The proposal shall consist of one (01) master original document and must clearly indicate the prices for detailed price schedule.
- 19.1.4 The information in the CV of the proposed Project Manager should include relevant experience in the chosen area of expertise.
- 19.1.5 Project reference specifying the role played by the service provider in the listed projects or assignments.
- 19.1.6 A detailed project plan with clear indication of who will be responsible for the management of the assignment as well as its execution. The allocation of team members on the assignments should be based on the experience in delivering the scope of work as listed.
- 19.1.7 Standard bidding documents, completed and signed.
- 19.1.8 Copy of Central Supplier Database (CSD) report or tax pin certificate from SARS.

20 LEGISLATIVE FRAMEWORK OF THE BID

20.1 Tax Legislation

- 20.1.1 Bidders must at all times be compliant when submitting proposal to DFFE and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- 20.1.2 Bidders who make taxable supplies more than R1 million in any 12-month conservative period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R500 000 has been exceeded in the past 12-month period.
- 20.1.3 Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.
- 20.1.4 SARS Tax Status Pin requirements/ or Central Supplier Database (CSD) number or report must be provided.

20.2. Procurement Legislation

- 20.2.1 Bidders should be cognisant of the legislation and/or standards specifically applicable to the services.
 - 20.2.2 If the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entities should be submitted. Members in the joint venture must meet the requirement of the proposal.
- 20.3. Privacy and Protection of Personal Information Act 4 of 2013
- 20.3.1 Protecting personal information is important to the Department of Forestry, Fisheries, and the Environment. To do so, DFFE follows general principles in accordance with applicable privacy laws and the Protection of Personal Information Act 4 of 2013 (POPIA).
 - 20.3.2 DFFE's role as the responsible party, is amongst others to process personal information for the intended purpose for which it was obtained and in line with legal agreements with its respective/ prospective services providers and third parties.
 - 20.3.3 DFFE will process personal information only with the knowledge and authorisation of the bidder/ respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exception contained in the POPIA.
 - 20.3.4 DFFE reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this bid and the bidder/ respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning DFFE.
 - 20.3.5 In responding to this bid, DFFE acknowledges that it will obtain and have access to personal information of the bidder/ respondent. DFFE agrees that it shall only process the information disclosed by the bidder/respondent in their response to this bid for the purpose of evaluation and subsequent award of the tender and in accordance with any applicable law.

21. SPECIAL CONDITIONS OF CONTRACT

- 21.1. On appointment, the performance measures for the delivery of the agreed services will be closely monitored by the Senior Manager: Planning and Development.
- 21.2. The service provider must guarantee the presence of the Project Manager in charge of programme throughout the duration of the contract.
- 21.3. Prior to the appointment of a replacement, the Senior Manager: Planning and Development must approve such appointment. If the senior must leave the project, a period of at least a month is required in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.
- 21.4. The Senior Manager: Planning and Development shall do the ongoing management of the Service Level Agreement.
- 21.5. The team should have a senior and junior specialist in environmental and climate change field and a project manager
- 21.6. The service provider will submit monthly progress reports as per the agreed to workplan, to the Senior Manager: Planning and Development, within 3 days after the set date.
- 21.7. The appointed service provider will be subjected to security vetting and screening.
- 21.8. All the conditions specified in the **General Conditions of Contract (GCC)** will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.
- 21.9. The service provider shall notify the Municipality in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21.10. In case a tenderer is intending to sub-contract portion of work, such tenderer awarded a contract shall only enter sub-contracting arrangements with the approval of the Municipality.
- 21.11. Letter of Authority to sign documents on behalf of the company.
- 21.12. The proposals should be submitted with all required information containing technical information.
- 21.13. Bidders failing to meet pre-compliance requirements may be automatically disqualified.
- 21.14. Specific Goals Criteria will be as follows:

	Verification Method	Weighting
<ul style="list-style-type: none"> Locality (Enterprise that is located within KZN, location to be determined by the address registered on the CSD). 	CSD Report. Utility Bill / municipal statement/ lease agreement/ affidavit confirming non-payment of municipal services	20
<ul style="list-style-type: none"> Locality (Enterprise that is not located within KZN, location to be determined by the address registered on the CSD). 	CSD Report. Utility Bill / municipal statement/ lease agreement/ affidavit confirming non-payment of municipal services	15

21.15. Please take note that Municipality is not bound to select any of the firms' submitting proposals. Municipality reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.

21.16. The Municipality will not be held responsible for any costs incurred by the service providers in the preparation, presentation, and submission of the proposal.

21.17. Proven knowledge of local government processes and procedures.

21.18. Proven knowledge and experience in conducting mainstreaming, training and capacity building measures at district or local levels, preferably in the field of climate change

21.19. Proven knowledge of having engaged with the IDP and other types of municipal plans

21.20. Proven knowledge and experience in climate change response planning and climate risk assessment in South Africa

21.21. Access to an extensive network of fellow climate change practitioners and information in South Africa.

21.22. Stakeholder consultation and workshop organisation, co-ordination and facilitation experience and skills.

22. PAYMENT TERMS

22.1. The Municipality undertakes to pay out in full or as per deliverables within thirty (30) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions. No payment will be made where there is outstanding information/ work not submitted by the service provider/s until that outstanding information is submitted.

23. TECHNICAL ENQUIRIES

23.1. Should you require any further information in this regard, please do not hesitate to contact:

Name: Ms. N. Buthelezi	Name: Mr. Lucky Zondi
Office Telephone No: (039) 834 8789	Office Telephone No: (012) 399 9938
E-Mail: buthlezin@harrygwaladm.gov.za	E-Mail: zondil@harrygwaladm.gov.za

SECTION D

REGISTRATION ON THE HARRY GWALA DISTRICT MUNICIPALITY SUPPLIERS DATABASE

1. In terms of the Harry Gwala District Municipality Supply Chain Management Policy Framework, all suppliers of goods and services to the Municipality are required to register on the Suppliers Database.
2. If you wish to apply for registration, forms may be downloaded from the website, **<http://www.harrygwaladm.gov.za>**, or obtained by collecting it in the offices of the Municipality (SCM).
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Municipality may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 De-register the supplier from the Database,
 - 3.2 Cancel a Bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable quotation is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Suppliers Database, relating to changed particulars or circumstances.**
5. Application for registration must be submitted to the Harry Gwala office at Harry Gwala District Municipality. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER IS REQUIRED TO SUBMIT A COPY OF THE REGISTRATION APPLICATION FORM, TOGETHER WITH THE BID DOCUMENTATION, TO THE RESPECTIVE DEPARTMENT INVITING BIDS.
6. Service providers must be registered with the Central Supplier Database (CSD)

SECTION E

DECLARATION THAT INFORMATION ON HARRY GWALA DISTRICT MUNICIPALITY SUPPLIER DATABASE IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative)

....., WHO REPRESENTS (state name

Of bidder).....

AM AWARE OF THE CONTENTS OF THE HARRY GWALA DISTRICT MUNICIPALITY SUPPLIER DATABASE WITH RESPECT TO THE SUPPLIER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE EVALUATION PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE :

A) TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of a bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the supplier's tax obligations.

1. In order to meet this requirement, suppliers are required to complete in full the attached form TCC 001 "Application for a Tax Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the suppliers with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval. Copies of TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
3. The original Tax Clearance Certificate or SARS PIN must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In Bids where Consortia/Joint Ventures/Sub-suppliers are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

SECTION G

MBD 3

FORM OF OFFER AND ACCEPTANCE

NAME OF BIDDER (ORGANISATION): _____

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

BID NO......

The Bidder, identified in the Offer signature block below, by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Supplier 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 Contract.

Price:

R...... (*in figures*)

*including VAT	
*excluding VAT	

** tick relevant box*

Amount in words.....

The prices / rates quoted must be firm	Is the delivery period stated firm? Yes/No:
Name: <i>(of person authorised to sign the bid)</i>	Signature:
Name of Witness:	Signature of Witness:
Date:	<i>Failure of a Bidder to sign this form will invalidate the bid</i>
Address of Organisation: _____	

Telephone No. _____	Fax No. _____

B. ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Supplier the amount due in accordance with the Conditions of Contract. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

Name : <i>(of person authorised to sign the bid)</i>	Signature:
Capacity:	Date:
Name of Witness:	Signature of Witness:

Name	and	Address	of	Employer:
<hr/>				
<hr/>				
<hr/>				

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 or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

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 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.

.....

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.

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....
.....
.....

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 any other 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, trustees, managers, principle 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 trustees, managers, principle 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, principle shareholders, or stakeholders of this company

have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....
.....

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

1.3 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.

1.4 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

1.5 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.

- 1.6 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:

80/20 **or** **90/10**

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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:

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

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. 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)
2. Locality	Verification Method		Weighting	
<ul style="list-style-type: none"> Locality (Enterprise that is located within the KZN Province, location to be determined by the address registered on the CSD). 	CSD Report.		20	
<ul style="list-style-type: none"> Locality (Enterprise that is not located within the KZN Province, location to be determined by the address registered on the CSD). 	CSD Report.		15	
<ul style="list-style-type: none"> TOTAL POINTS 			20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

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:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

JI hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - 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)
2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
4. I declare that I 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 (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
- - -	

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works 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	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.
-
2.

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(i) Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate/ SARS Pin;
- Pricing schedule(s);
- Filled in task directive/proposal;
- Preference claims for Specific Goal 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)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES
1
2
DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE APPLICABLE (ALL TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES 1..... 2..... DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (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>audialterampartem</i> rule was applied).</p> <p>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.</p>	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)? 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 outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

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

.....

.....

Signature

.....

Position

Date

.....

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 *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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 Institution)

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:

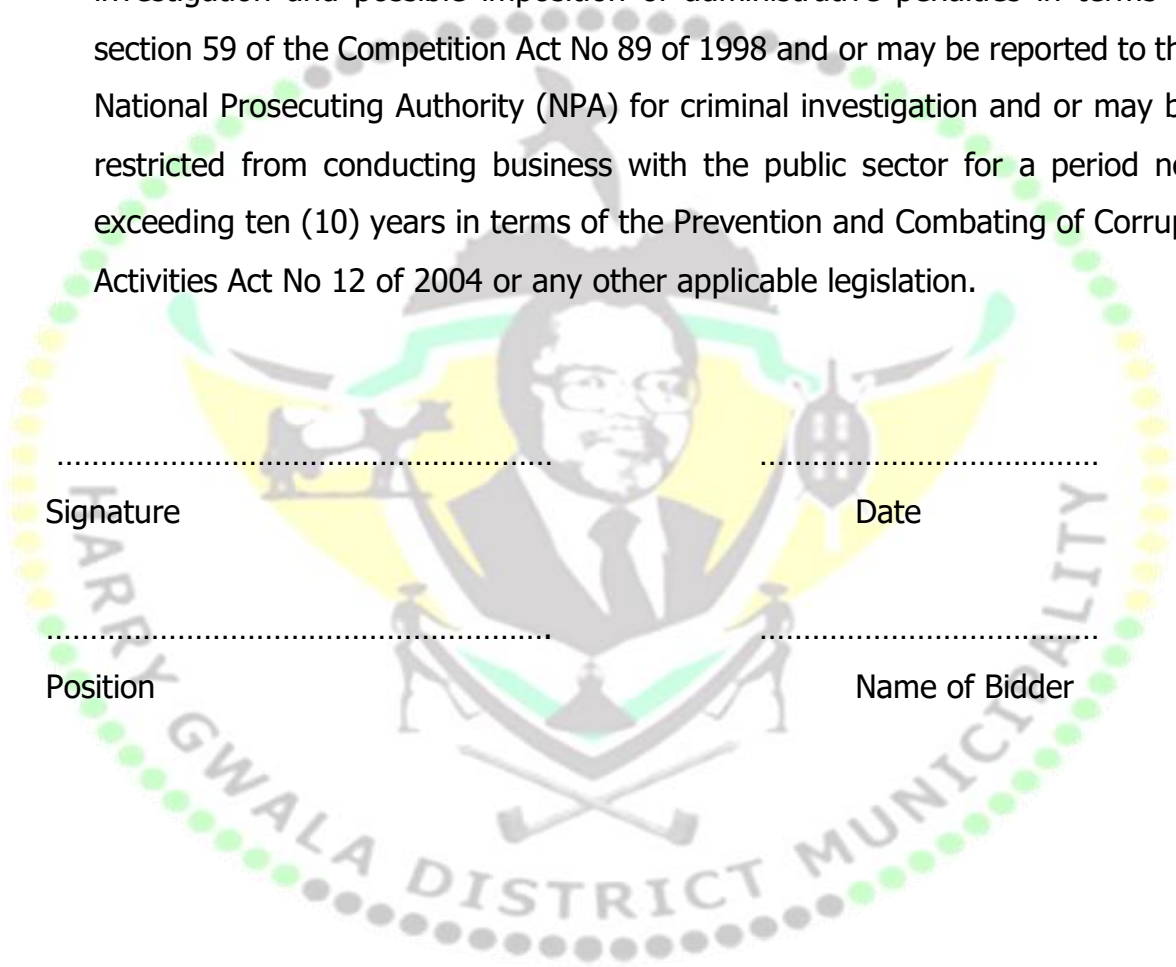
- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and 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

.....
Name of Bidder

SECTION M

SPECIAL INSTRUCTIONS AND NOTICES TO SERVICE PROVIDERS REGARDING THE COMPLETION OF BID FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT, 2003, THE HARRY GWALA DISTRICT MUNICIPALITY SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The supplier is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bid documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the supplier must be initialled.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.

15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached



SECTION O

AUTHORITY TO SIGN A BID

A. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of Close Corporation)

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:
(PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES: 1

2

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the sole owner of the business trading as

.....

.....
SIGNATURE

.....
DATE

C. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid.

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20.....,

Mr/Mrs..... (whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of (Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES:
1
2

D. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner Residential address Signature

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

We, the undersigned partners in the business trading as.....

hereby authorise to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract.

.....

.....

SIGNATURE

SIGNATURE

SIGNATURE

.....

.....

DATE

DATE

DATE

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative)

.....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY AS:

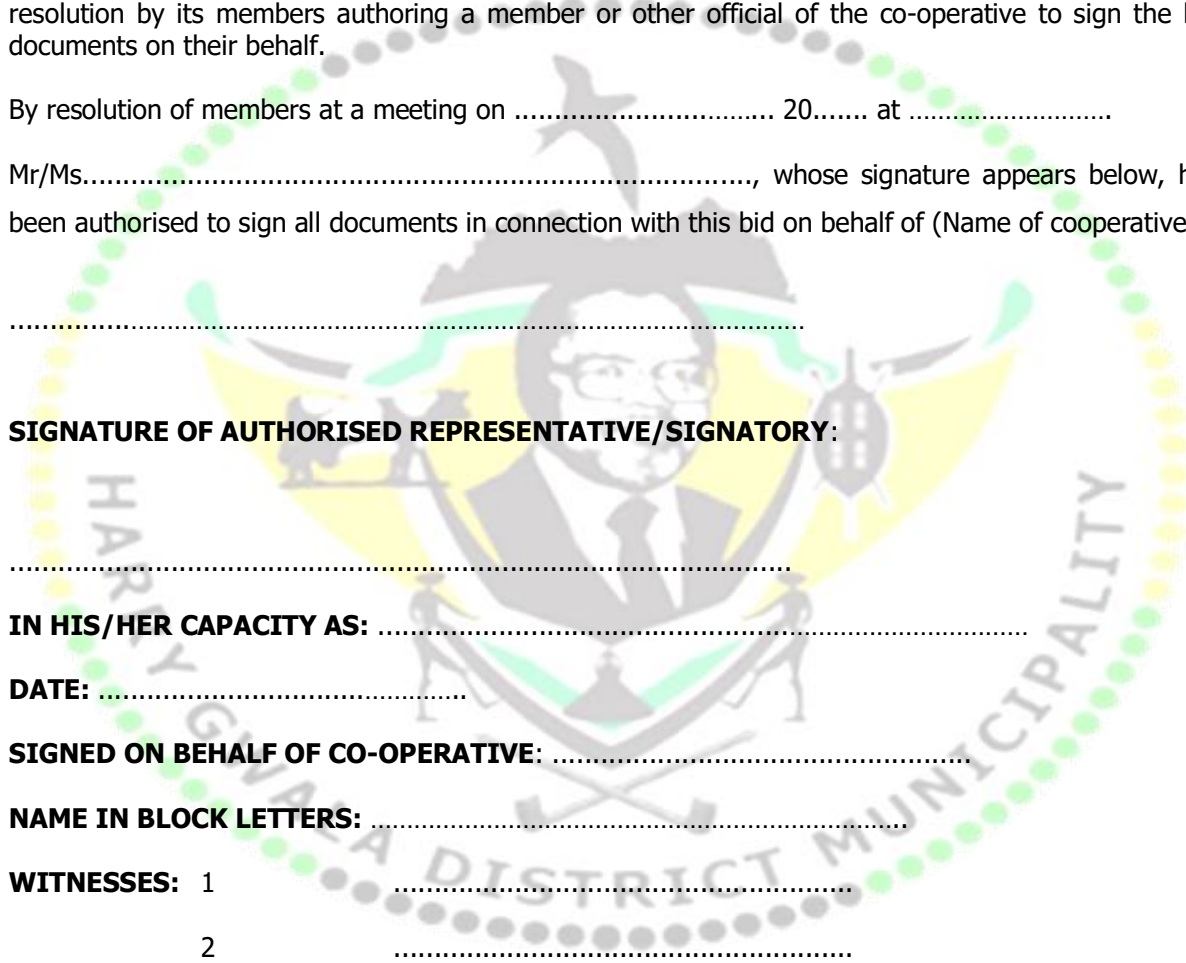
DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1

2



SECTION P CERTIFICATE FOR MUNICIPAL SERVICES

Information required in terms of the Harry Gwala District Municipality's Supply Chain Management Policy. Latest municipal services account statement must be attached.

Tender Number: HGDM826/HGDM/2023
Name of the Tenderer: _____

FURTHER 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 the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned,

(full name in block letters)

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

Signature

THIS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2023.

Please note:

Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED.

SECTION Q

CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Harry Gwala District Municipal Administration (hereinafter called the "Harry Gwala District Municipality") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Municipality during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Municipal Finance Management Act, 2003, the Harry Gwala District Municipality Supply Chain Management Policy Framework, and the General Conditions of Contract.
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Municipality may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Municipality. I/we will then pay to the Municipality any additional expenses incurred by the Municipality having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bid and by the subsequent acceptance of any less favourable bid. The Municipality shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Municipality may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executand* in the Republic at (full physical address) :
.....
.....

3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.

6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any quote issue to the satisfaction of the Municipality, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Municipality, in addition to any remedies it may have, may:-
 - (a) Recover from the supplier all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract, and/or
 - (b) Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS DAY OF 20

AT

**SIGNATURE OF SUPPLIER OR DULY
AUTHORISED REPRESENTATIVE**

NAME IN BLOCK LETTERS

ON BEHALF OF (BIDDER'S NAME):

CAPACITY OF SIGNATORY:

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

.....

POSTAL ADDRESS

TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

SECTION R

CONTRACT DATA PROVIDED BY EMPLOYER

CONTRACT DATA (Applicable to this contract)

PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 1.	Name of Employer: The Municipality of Harry Gwala District represented by Head of Municipality: Municipal Manager.
Clause 1.2	Address of Employer: Physical: 40 Main Street Ixopo 3276 Postal: Private Bag X 501 Ixopo 3276 Telephone No: (039) 834 8700 Fax No: (039) 834 1701
Clause 1.3	Name of Project Manager : Mr. L. Zondi
Clause 1.4	Special non-working days are Saturdays, Sundays and Holidays and the days following statutory public holidays as declared by National Government: New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.
Clause 1.5	The Project manager is required to obtain the specific approval of the Employer for any expenditure in excess of the Contract Price.
Clause 1.6	The Works shall be completed for the portions as set out in the Scope of Works The whole of the project shall be completed within 3 months including special non-working days

Clause 1.8

The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

