



Open Form

STEVE TSHWETE LOCAL MUNICIPALITY

QUOTATION NO. Q38.09.17

CALLING FOR QUOTATIONS FOR SERVICES
(R 30 000 TO R 200 000.00)

REQUEST FOR PROPOSALS FOR SOCIAL MEDIA STRATEGIES,CAMPAIGNS
AND ACTIVATIONS FOR A PERIOD OF 9 MONTHS

CLOSING DATE:	2017/10/06	TIME	12H00
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NAME OF COMPANY	
TOTAL AMOUNT (MBD 3.1)	
CENTRAL SUPPLIER DATABASE NUMBER	MAAA
CONTACT PERSON	
TELEPHONE NUMBER	
FAX NUMBER	

ENQUIRIES REGARDING QUOTATION PROCEDURES		TECHNICAL ENQUIRIES	
DIRECTORATE FINANCIAL SERVICES SUPPLY CHAIN MANAGEMENT UNIT		DIRECTORATE: CORPORATE SERVICES	
PEET VD MERWE		PRUDENCE MAGUTLE	
ASST DIR SCM		COMMUNICATIONS DEPARTMENT	
TEL. NUMBER	013 249 7281	TEL. NUMBER	013 249 7054
QUOTATION ISSUED BY			
PEET VD MERWE		LEGAL & ADMINISTRATION DEPARTMENT	
ASST DIR SCM		TEL. NUMBER	013 249 7281
STEVE TSHWETE LOCAL MUNICIPALITY		P.O. BOX 14, MIDDELBURG, 1050	

QUOTATION DETAILS

QUOTATION NUMBER	Q38.09.17					
TENDER TITLE	REQUEST FOR PROPOSALS FOR SOCIAL MEDIA STRATEGIES,CAMPAIGNS AND ACTIVATIONS FOR A PERIOD OF 9 MONTHS					
CLOSING DATE	2017/10/06		CLOSING TIME	12H00		
SITE MEETING	DATE	{{SMDate}}	TIME	{{SMTTime}}	COMPULSORY	N/A
SITE MEETING ADDRESS	{{SMAddress}}					
CIDB GRADING REQUIRED	N/A		LEVEL AND CATEGORY	N/A		
QUOTATION DOCUMENT FEE	FREE OF CHARGE		PREFERENCE POINT SYSTEM	80/20		
QUOTATION BOX SITUATED AT	DEMAND AND ACQUISITIONING MANAGEMENT OFFICES, SCM,CORNER WALTER SISULU AND PROTEA STREET, MIDDELBURG					
OPERATING HOURS	The bid box is open during office hours, Monday to Thursdays from 8h00 to 16h00 and Fridays from 8h00 to 13h00.					
OFFER TO BE VALID FOR	90	DAYS FROM THE CLOSING DATE OF QUOTATION.				

PLEASE NOTE:

1. Prospective suppliers must be registered on CSD prior to submitting quotation and copy of said document must be attached to quotation.
2. Quotations that are deposited in the incorrect box will not be considered.
3. Mailed, telegraphic, telex, or faxed quotations will not be accepted.
4. No late quotations after closing date and time will be accepted.
5. Quotations not clearly marked and unamend will not be accepted.
6. Quotations may only be submitted on the quotation documentation provided by the municipality.
7. No awards will be made to a person:
 - i. Who is in the service of the state,
 - ii. If that person is not a natural person , of which any director, manager, principal shareholder or stakeholder is a person in the service of the state
 - iii. Who is an advisor or consultant contracted with the municipality or municipal entity

Q38.09.17					
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BIDDER

WITNESS

EMPLOYER

WITNESS

QUOTATION NOTICE & INVITATION

STEVE TSHWETE LOCAL MUNICIPALITY

QUOTATION NO.: Q38.09.17

CLOSING DATE: 2017/10/06 AT 12H00



REQUEST FOR PROPOSALS FOR SOCIAL MEDIA STRATEGIES, CAMPAIGNS AND ACTIVATIONS FOR A PERIOD OF 9 MONTHS

In terms of Section 110 of the Municipal Finance Management Act, 2003 (No. 56 of 2003), quotations are hereby invited for the request for proposals for social media strategies, campaigns and activations for a period of 9 months.

Quotation documents and specifications are available on the municipal website(www.stlm.gov.za)

The closing time for receipt of quotations is **12:00hrs** on Error! Reference source not found.6. Telegraphic, telephonic, telex, facsimile, e-mail, unmarked and **late quotations** will under no circumstances be considered and accepted. The quotation box will be emptied just after closing time on the closing date. Hereafter all quotations will be public.

Any technical enquiries relating to the quotation document may be directed to the PRUDENCE MAGUTLE, COMMUNICATIONS DEPARTMENT on 013 249 7054.

Fully completed quotation documents, clearly marked "**Quote No. Q38.09.17: REQUEST FOR PROPOSALS FOR SOCIAL MEDIA STRATEGIES, CAMPAIGNS AND ACTIVATIONS FOR A PERIOD OF 9 MONTHS**" with "**NAME of SUPPLIER**" must be placed in a sealed envelope and placed in the **quotation box** at **DEMAND AND ACQUISITIONING MANAGEMENT OFFICES, SCM, CORNER WALTER SISULU AND PROTEA STREET, MIDDELBURG** by no later than **12h00 on 2017/10/06**. The envelope must be endorsed with number, title and closing date as indicated above.

A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Steve Tshwete Local Municipality where 80 points will be allocated in respective of price and 20 points in repective of BBBEE. Bidders will be evaluated on functionality whereby a minimum score of 65 out of a possible 100 has to be obtained before financial proposals and BBBEE can be looked at.

No awards will be made to a person:

- Who is not registered on the Central Supplier Database
- Who is in the service of the state;
- If that person is not a natural person , of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity.

The municipality reserves the right to withdraw any invitation to quote and/or to re-advertise or to reject any quote or to accept a part of it. The municipality does not bind itself to accepting the lowest quotation or award a contract to the bidder scoring the highest number of points.

The following documents have to be attached:

- **Original certified copy of valid BBBEE certificate(non compulsory, failure to submit no points will be awarded)**
- **Valid Tax Clearance certificate & SARS Pin reference pin issued(Tax status must be tax compliant at closure of bid)**
- **Copy of current municipal account(not older than 3 months)**
- **Copy of company registration certificate (CK)**
- **Copy of CSD document and tax status must be tax compliant for period of validity of quotation**

S.M MNGUNI
ACTING MUNICIPAL MANAGER
STEVE TSHWETE LOCAL MUNICIPALITY
Municipal Civic Building
Wanderers Avenue

Q38.09.17					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

C2 PRICING SCHEDULE

C2.1 PRICING INSTRUCTIONS

- a) These pricing instructions provide the tenderer with guidelines and requirements with regard to the completion of the pricing schedule. These pricing instructions also describe the criteria and assumptions which will be assumed in the contract to have been taken into account by the tenderer when developing his prices.
- b) The pricing schedule shall be read with all the documents which form part of this contract.
- c) The following words have the meaning hereby assigned to them:

Words/Abbreviation	Meaning
Example: M	Meter

- d) The rates to be inserted in the pricing schedule are to be full inclusive for the work described under the specification. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit.
- e) A rate is to be entered against each item in the Schedule of Fees and Disbursements. An item against which no rate is entered will be accepted as a rate of nil having been entered against such items and covered by the other prices or rates in the schedule.
- f) All rates and sums of money quoted in the pricing schedule shall be in Rands and whole cents. Fractions of a cent shall be discarded.
- g) All travelling costs, accommodation, meals and other incidental costs are to be included in the time based costs.
- h) Provisional amounts shall only be expended on the specific instruction of the Employer.
- i) All prices and rates entered in the pricing schedule must be **exclusive of Value Added Tax (VAT)**.
- j) If registered VAT is should be added at below the schedule. If not VAT registered indicate zero or “-“
- k) Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.
- l) In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- m) In cases of contract periods longer than 12 months and price adjustments is applicable, it will be based on CPI. If higher inflation is required indicate CPI + and number %.
- n) If the tender required firm (fixed prices) the amount indicated in Colum D will be the tender amount.
- o) If the tender amount is payable at end of contract on delivery of goods and services, Scratch out total per month with N/A or “-“
- p) If the tender amount is based on rates (Column B), the tender will be awarded to the rate and the total contract amount will only be used for evaluation purposes.

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MBD 3.1 BID PRICE

Bid Number: **Q38.09.17**

(Note : Contract amount to be carried over to Form of Offer C1.1.1)

(Departments should amend pricing schedule according to pricing requirements and specifications)

ITEM	TASK / ITEM	(A) QUANTITY	(B) UNIT RATE PER MONTH (VAT EXCL)	UNIT RATE MEASUREMENT	(C) TOTAL COST PER MONTH (VAT EXCL) (A*B)	(D) COST FOR PERIOD OF 9 MONTHS (VAT EXCL) (C*9)
1	TIME BASED COSTS: (EXAMPLE) – FIXED	1	R100 000	Per Item	Not applicable	R100 000
	TIME BASED COSTS - RATES	4000	R25,00	Per meter	R100 000	R1 200 000
1	Produce a comprehensive social media policy aligned to Government Communication and IT policy guidelines	1	R	Once off tariff	R	R
2	Conduct Social media workshops to 1500 staff members	1	R	Per workshop	R	R
3	Create and help manage the STLM Social Media Accounts	1	R	Per month	R	R
2	OTHER COSTS: (TO BE INDICATED BY TENDERER):					
2.1						
2.2						
2.3						
SUB- TOTAL COST PER ANNUM (section1 – 2)				R		
VAT at 14%				R		
TOTAL AMOUNT CARRIED FORWARD TO FORM OF OFFER (C1.1.1)				R		
Inflation (if applicable per tender specification)				CPI		
Delivery period from date of signing agreement to transfer funds				Days		

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID

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BIDDER

WITNESS

EMPLOYER

WITNESS

Q38.09.17					
		BIDDER	WITNESS	EMPLOYER	WITNESS

FORM OF OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the following project:

Bid / Tender Number	Q38.09.17
Tender Title	REQUEST FOR PROPOSALS FOR SOCIAL MEDIA STRATEGIES,CAMPAIGNS AND ACTIVATIONS FOR A PERIOD OF 9 MONTHS

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider / consultant 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 identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS THE FOLLOWING:

AMOUNT IN WORDS (INCL. VAT)	AMOUNT IN FIGURES (INCL VAT)
RAND	R

****AMOUNT MUST BE IN WORDS AS WELL AS FIGURES**

This offer may be accepted by the employer by communicating such acceptance in writing to the tenderer or by signing the acceptance part of this Form of Offer and Acceptance and returning one copy thereof to the tenderer,whereupon the tenderer becomes the party named as the provider / consultant in the conditions of contract identified in the contract data.

Signature Block: Tenderer			
Signature		Date	
Name			
Capacity			
Name of organization			
Address of organization			
Signature of witness		Date	
Name of witness			

Q38.09.17					
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MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of 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 bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full form TCC001 "Application for a Tax Clearance 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. Copies of the 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.
2. SARS will then furnish the bidder with a tax clearance certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original tax clearance certificate 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-contractors are involved, each party's must submit a separate Tax Clearance Certificate.
5. Applications for the tax clearance certificates 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.
6. Exemption to the provision of a tax clearance certificate will be granted provided that:
 - a) The bidder is registered on the vendor database of the municipality and a valid tax clearance certificate was submitted together with the application for registration
 - b) If the closing date of the price quotation or bid falls within the expiry date of the tax clearance certificate that is in the municipality's possession.

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	BIDDER	WITNESS	EMPLOYER	WITNESS	

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.

No.	Information	Please provide detail	
3.1	Full name of bidder or his or her representative		
3.2	Identity number		
3.3	Position occupied in the company (director, trustee, hareholder ²)		
3.4	Company registration number		
3.5	Tax reference number		
3.6	VAT registration number		
Note	<i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)</i>		
3.7	Are you presently in the service of the state? If yes, please furnish particulars :	Yes	No
3.7.1	Name of director		
3.7.2	Service of state organization		

3.8	Have you been in the service of the state for the past twelve months? If yes, please furnish particulars :	Yes	No
3.8.1	Name of director		
3.8.2	Service of state organization		
3.9	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, please furnish particulars :	Yes	No
3.9.1	Name of person in the service of state		
3.9.2	Relationship		
3.10	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? If yes, please furnish particulars :	Yes	No
3.10.1	Name of person in the service of state		
3.10.2	Relationship		
3.11	<i>Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</i> If yes, please furnish particulars :	Yes	No
3.11.1	Name of director		
3.11.2	Service of state organization		
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state? If yes, please furnish particulars:	Yes	No
3.12.1	Name of director		
3.12.2	Name of relative		

3.12.3	Relationship		
3.13	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? If yes, please furnish particulars:	Yes	No
3.13.1	Name of director		
3.13.2	Related company		
Note:	<p>SCM Regulations:</p> <p>"¹In the service of the state" means to be –</p> <ul style="list-style-type: none"> (a) a member of – <ul style="list-style-type: none"> (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. <p>"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.</p>		

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

Full Name	Identity Number	State Employee Number

5. I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.	
NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

Q38.09.17					
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BIDDER

WITNESS

EMPLOYER

WITNESS

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

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MBD 8

DECLARATION OF BIDDERS 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:
 - 3.1 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - 3.2 been convicted for fraud or corruption during the past five years;
 - 3.3 willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4 been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004).
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the accounting officer / authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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	No
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?</p> <p>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.</p>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during	Yes	No

Q38.09.17					
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Item	Question	Yes	No
	the past five years?		
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	No
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	No
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned 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.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

MBD 9

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:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. 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
 - 3.3. 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.

Q38.09.17					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TENDER: Q38.09.17 : REQUEST FOR PROPOSALS FOR SOCIAL MEDIA STRATEGIES,CAMPAIGNS AND ACTIVATIONS FOR A PERIOD OF 9 MONTHS

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:

NAME OF REPRESENTATIVE

that:

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.

Q38.09.17					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

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:
 - 7.1 Prices;
 - 7.2 Geographical area where product or service will be rendered (market allocation);
 - 7.3 Methods, factors or formulas used to calculate prices;
 - 7.4 The intention or decision to submit or not to submit a bid;
 - 7.5 The submission of a bid which does not meet the specifications and conditions of the bid;
or
 - 7.6 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.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

CLARIFICATION MEETING ATTENDANCE CERTIFICATE

This is to certify that, I	
representing	
in the company of	
attended the clarification meeting on	{{SMDate}} at {{SMTime}} Address: {{SMAddress}}
<p>I have made myself familiar with all conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.</p>	

NAME OF REPRESENTATIVE	SIGNATURE	DATE

NAME OF MUNICIPAL REPRESENTATIVE	SIGNATURE	DATE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise

Section 2: VAT registration number, if any

Section 3: Particulars of sole proprietors and partners in partnerships

No	Name*	Identity Number*	Personal Income Tax Number*
3.1			
3.2			
3.3			

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 4: Particulars of companies and close corporations

4.1	Company Registration number	
4.2	Close corporation number	
4.3	Tax reference number	

Section 5: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

A member of any municipal council	<input type="checkbox"/>	An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public finance Management Act, 1999 (Act 1 of 1999)	<input type="checkbox"/>
A member of any provincial legislation	<input type="checkbox"/>	A member of an accounting authority of any national or provincial public entity	<input type="checkbox"/>
A member of the National Assembly or the National Council of Province	<input type="checkbox"/>	An employee of Parliament or a provincial legislature	<input type="checkbox"/>
A member of the board of directors of any municipal entity	<input type="checkbox"/>	An official of any municipality or municipal entity	<input type="checkbox"/>

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of frauds or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Note: insert separate page if necessary

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
CAPACITY	DATE

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NOTICE OF SUPPLY CHAIN MANAGEMENT

APPLICATION FOR REGISTRATION ON CENTRAL SUPPLIER DATABASE

Par 14(1)(a) of the municipal supply chain management policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements.

The purpose of this notice is to obtain proof that the service provider is registered on the Central Supplier Database. **Registration is COMPULSORY in order to conduct business with Steve Tshwete Local Municipality.** The database will be used to verify the accreditation of a supplier before an award can be made.

Each bidder must complete the below checklist (please tick with an X where appropriate)

	QUESTIONS	YES	NO
1.	Is your company registered on the Central Supplier Database?		
2.	If yes, provide the following details:		
2.1	▪ CSD registration number	MAAA	
2.2	▪ Unique CSD number		
3.	Enquiries related to par. 2.1 and 2.2 can be made to Ms. Martha Makoala and Thembi Jiyane at (013) 2497309 / 2497164		
4.	If no, please register on Central Supplier Database ,website, www.csd.gov.za , before submitting tender document		
I, (insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (insert company name)			
hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE			
5.	VERIFICATION BY STEVE TSHWETE LOCAL MUNICIPALITY OFFICIAL		
I, (insert full name)			
in the capacity as			
hereby confirms that the information submitted by the service provider was verified with the Central Supplier Database and found as correct to be the best of my knowledge			
SIGNATURE			

EVALUATION SCHEDULE : TENDERER'S EXPERIENCE

The experience of the tenderer in similar projects or nature or similar areas and conditions in relation to the scope of work will be evaluated here.

Briefly describe company or individual experience in regard to the above scope of work and attach this to this schedule.

NB: Proof of previous work history must be attached for e.g. purchase order, appointment or reference letter etc.

A summary of the relevant work experience in line with the scope of work should be indicated in the table below: (Any additional information regarding previous work experience can be attached to this schedule).

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed

The scoring of the tenderer's experience will be as follows:

Non-responsive (score 0)	Tenderer has no experience or no information has been provided
Poor (max score 5)	Tenderer has previous work experience but not relevant to scope of work.
Satisfactory (max score 10)	Tenderer has limited relevant experience and has not dealt with the critical issues specific to the assignment.
Good (max score 20)	Tenderer has relevant experience in relation to the project and has worked previously under similar conditions and circumstances
Very good (score 25)	Tenderer has outstanding work experience in projects of a similar nature.

NB: Only bidders who score a minimum of 60 points will be further evaluated on price and BBEE.

I the undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY

Non-responsive (score 0)	No information has been provided
Poor (max score 05)	There is inadequate information submitted regarding availability of equipment. The contractor will not be in a position to meet the requirements of the contract with the available equipment / supplied equipment does not meet the minimum requirements prescribed above. Vehicles and equipment age are more than 10 years. Tenderer have no access or limited access to backup equipment. Most of the physical resources are hired with no ownership.
Satisfactory (max score 15)	The equipment provided meets the required criteria and is adequate to meet the requirements of the contract age of vehicles and equipment is less than 10 years. Tenderer indicate access to backup equipment to be leased, hired. Contractor proof sufficient access to equipment to be leased or hired.
Good (max score 20)	Besides meeting the "satisfactory" rating, the tenderer is in the position to provide more equipment than is required by the contract. Age of vehicles and equipment is between 5 to 7 years. The tender have owned equipment which can be used as backups. The contractor has a good mix of equipment to be either leased or owned.
Very good (max score 30)	Besides meeting the "good" rating, the tenderer is in a position to provide additional and advanced equipment which will enhance the execution of the contract. Age of vehicle and equipment is less than 5 years. The tenderer has advanced owned physical resources (vehicles and backup equipment.) more than one. All resources are owned.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY

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IMPLEMENTATION PLAN & METHODOLOGY TO IMPLEMENT THE PROJECT

NB: Only bidders who score a minimum of 60 points will be further evaluated on price and BBEE.

The tenderer should describe briefly the process and methodology which will be followed to implement the project with key timeframes. The main disciplines and roles of responsibilities must be highlighted and indicate the technical support that will be provided on the project etc. The information must be attached to the tender document.

Non-responsive (score 0)	No information has been provided
Poor (max score 05)	The implementation plan is sketchy, the key deadlines weak in relation to the project, and inconsistent with the timing of the most important deliverables. There is no clarity in allocation of tasks and responsibilities and lack of experience.
Satisfactory (max score 15)	The implementation plan is complete, the technical level and composition of the plan are adequate and consistent with both timing and deliverables.
Good (max score 20)	The implementation plan is complete, well balanced i.e. they show good deliverables clear duties and responsibilities, and sufficient technical support relevant to the project. The project will be executed on time and the methodology indicates good experience to implement the project.
Very good (max score 30)	Besides meeting the "good" rating, the proposed implementation plan is well integrated and several technical support and experience exist relevant to the scope of work. The timeframes and deliverables are clear and achievable.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY

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CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN BY BOTH THE SERVICE PROVIDER (PART 1) AND THE EMPLOYER / MUNICIPALITY (PART 2) AND SIGNED IN THE DUPLICATE.

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

- I hereby undertake to render the services as described in the attached bidding documents to Steve Tshwete Local Municipality in accordance with the requirements and task directives / proposals specifications stipulated in bid number **Q38.09.17** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Employer / Municipality during the validity period indicated and calculated from the closing date of the bid.
1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 2.1 Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - 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;
 - Service Level Agreement
 - 1.2 General Conditions of Contract;
 - 1.3 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 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.
 3. I accept full responsibility for the proper execution and fulfillment 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 authorized to sign this contract.

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	DATE
1.	
2.	

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BIDDER	WITNESS	EMPLOYER	WITNESS		

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE EMPLOYER / MUNICIPALITY)

I _____ in my capacity
 as _____ accept your bid under
 reference number _____ dated _____
 for the rendering of services hereunder and/or further specified in the annexures.

1. An official order indicating service delivery instructions is forthcoming.
2. 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, subject to the National Treasury's Central Supplier Database reflecting your tax status as compliant.

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

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

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	OFFICIAL STAMP
1.	
2.	

C1.2 CONTRACT DATA

PART 1 - DATA PROVIDED BY THE EMPLOYER

The employer is the **Steve Tshwete Local Municipality.**

The authorized and designated representative of the employer is:

Name: PRUDENCE MAGUTLE, COMMUNICATIONS DEPARTMENT

The address for receipt of communications is:

Steve Tshwete Local Municipality
Civic Centre
P.O. Box 14
Middelburg
1050

Telephone: 013 249 7054

Facsimile: {{TechnicalFax}}

Email: prudencem@stlm.gov.za

The project is:

REQUEST FOR PROPOSALS FOR SOCIAL MEDIA STRATEGIES, CAMPAIGNS AND ACTIVATIONS FOR A PERIOD OF 9 MONTHS

The service provider is

Name

Address

Telephone:

Facsimile:

The authorized and designated representative of the service provider is

Name

The address for receipt of communications is

Telephone

Facsimile

Email

Address

C3 SCOPE OF WORKS / SPECIFICATIONS

REQUEST FOR PROPOSALS FOR SOCIAL MEDIA STRATEGIES, CAMPAIGNS AND ACTIVATIONS.

Interested service providers are hereby invited to submit proposals for social media strategies, campaigns and activations.

This is a 9 months project that will be based on the Steve Tshwete Local Municipality Communication Department.

SPECIFICATIONS:

1. Produce a comprehensive social media policy aligned to the Government Communication and Information System policy guidelines
2. Conduct social media workshops to 1500 staff members.
3. Create and help manage the Steve Tshwete Local Municipality social media accounts.

Written proposals should be submitted to:

Demand and Acquisition Management, SCM Offices, Corner of Walter Sisulu and Protea Street, MIDDELBURG, 1050

The following requirements apply to all prospective service providers:

1. Must be registered on the Central Database.
2. Price(s) quoted must be valid for at least ninety (90) days after the closing date of the proposal.
3. Breakdown your budget as per the above items and then include the total thereafter.
4. The prospective company must have an extensive social media experience in the government and private sector and a good track record of successful social media strategies, campaigns, activations and workshops.
5. Council is not bound to accept the lowest or any quotation and can further decide not to appoint.
6. Original certified copy of valid BBBEE certificate(non compulsory, failure to submit no points will be awarded)
7. Valid Tax Clearance certificate & SARS Pin reference pin issued(Tax status must be tax compliant at closure of bid)
8. Copy of current municipal account(not older than 3 months)
9. Copy of company registration certificate (CK)
10. Copy of CSD document and tax status must be tax compliant for period of validity of quotation

VALIDITY PERIOD

The quotation shall be valid for 90 days from date of opening the quote.

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	BIDDER	WITNESS	EMPLOYER	WITNESS	

ESTIMATE TIMEFRAMES

No.	Activity	Estimate Date
1.	Advertisement and invitation	2017/09/29
2.	Closing Date for submission of quotations	2017/10/06
3.	Evaluation process.	
4.	Signing of final award	

C.4. Supporting documents for quotation:

Service providers are requested to file all relevant supporting documents according to this list.

<u>Annexure</u>	<u>Description</u>	<u>Applicable Yes / No</u>
A	Tax Clearance Certificate & SARS reference pin	Yes
B	Original certified copy of BBBEE Certificate	Yes
C	Central Supplier Database report	Yes
D	Copy of Municipal Water & Lights Account or Lease agreement	Yes
E	Original certified copy of CIDB Grading certificate	Yes
F	Accreditation certificate for :	Yes / No
G	Company registration certificate (CK 1)	Yes
H	Functionality report: Tenderer's experience	Yes / No
I	Functionality report: Proposed organization, staffing and key staff experience evaluation	Yes / No
J	Functionality report: Capacity to execute & implement the tender (physical resources) evaluation	Yes / No
K	Functionality report: Tenderer's implementation plan for the project	Yes / No
L	JV Agreement (If applicable)	Yes / No
M	Sub Contractor's information and documents (If applicable)	Yes / No

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are not included in this document and may be downloaded from the following website – www.treasury.gov.za/legislation.

SERVICE LEVEL AGREEMENT

MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN

STEVE TSHWETE LOCAL MUNICIPALITY

herein represented by **STANLEY MANDLA MNGUNI** in his capacity as **ACTING MUNICIPAL MANAGER** or **DEPUTY MUNICIPAL MANAGER** or **ANDRIES MDUDUZI MASILELA** in his capacity as **DIRECTOR: LEGAL AND ADMINISTRATION** duly authorised by resolutions **C47/01/2014** and **C69/01/2017** of Steve Tshwete Local Municipality dated **30 JANUARY 2014** and **24 JANUARY 2017**

(hereinafter referred to as the “**MUNICIPALITY**”)

and

REGISTRATION NO.: _____

herein represented by _____ with identity number

_____ in his/her capacity as _____ of the Close Corporation / Company and duly authorised hereto

(hereinafter referred to as the “**SERVICE PROVIDER**”)

WHEREAS the **SERVICE PROVIDER** was awarded a tender for the _____

_____ in terms and accordance with resolution _____;

AND WHEREAS the said award was communicated by letter no. _____ the conditions of which are hereby accepted by the **SERVICE PROVIDER**;

AND WHEREAS the parties wish to enter into this Agreement to ensure a mutual understanding and to clarify and formalize the expectation of both parties with regard to the service expectations and commitments between the two parties;

NOW THEREFORE the **PARTIES** agree as follows:

1.

DEFINITIONS AND TERMINOLOGY:

In this Agreement, unless the context otherwise indicates, the under mentioned words and

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expressions shall bear the following meanings:

Agreement: Means this Agreement with all annexures and schedules attached hereto as duly signed by the parties. It is an express term of this Agreement that it will be read together with the award letter, the Tender document and any Addendum thereto.

Department: Means the relevant implementing Department of the Steve Tshwete Local Municipality as determined from time to time.

Defects Liability Period: Means the period commencing on the date when the Services have been practically completed and ending **one year (1)** year/-s thereafter;

Effective date: Means the date upon which the representative of the last party signing this Agreement affixed his/her signature hereto.

Commencement date: Means **XXXXXX** notwithstanding the date of signature of this Agreement;

End date: Means **XXXXXX**;

Municipality: Means the Steve Tshwete Local Municipality as defined above and any reference to “STLM”, “Employer” or “Customer” will have a corresponding meaning;

Parties: means the parties to this Agreement mentioned hereinabove;

Party: means either of the parties to this Agreement mentioned hereinabove;

Relevant Authorised Person: Director and/or Acting Director of the Department as defined hereinabove of the Steve Tshwete Local Municipality or any other person delegated by the Municipal Manager or Acting Municipal Manager;

Service Provider: Means the Service Provider as defined above and any reference to **“the / a Contractor”, “Consultant” or “Engineer”**, “tenderer” or “bidder” will have a corresponding meaning;

Services and/or Goods: means the goods, works, services and/or labour to be provided by the SERVICE PROVIDER as specified in the Tender document;

Site and Target Area: means the area at which the Service Provider has to deliver or render the goods and/or services, being _____

_____;

**Tender document /
Municipal Bidding**

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	BIDDER	WITNESS	EMPLOYER	WITNESS	

Document: means the municipal bidding document / tender document (Q38.09.17) as submitted by the SERVICE PROVIDER and any Addendum thereto.

2.

INTERPRETATION:

- 2.1 The clause headings in this Agreement shall be deemed to have been included for purposes of reference and convenience only and shall not influence the interpretation or the contents of this Agreement.
- 2.2 In this Agreement, unless the context otherwise indicates, a reference to:
 - 2.2.1 the singular shall be deemed to include a reference to the plural and *vice versa*;
 - 2.2.2 any one gender shall be deemed to include a reference to the other gender; and
 - 2.2.3 a natural person shall be deemed to include a reference to a legal entity (whether incorporated or unincorporated) and *vice versa*.
- 2.3 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.
- 2.4 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.5 Reference to day, month or year shall be construed as calendar day, month or year. Where a number of days are prescribed, it shall consist of calendar days, unless expressly indicated otherwise, and shall be reckoned exclusively of the first and inclusively of the last day.
- 2.6 Expressions defined in this Agreement shall bear the meanings in schedules or annexures to this Agreement or the Tender document which do not themselves contain their own definitions.
- 2.7 All schedules and annexures hereto shall be deemed to be incorporated herein and shall form an integral part hereof.
- 2.8 It is an express term of this Agreement that it will be read in conjunction with the municipal bidding document / tender document, any Addendum thereto, the General or Special Conditions of Contract and award letter and should in no way be construed as a replacement and/or waiver of the bidding document as a whole or any portion thereof. The parties confirm that they have in their possession copies of all relevant documents / sections of the tender document.

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	BIDDER	WITNESS	EMPLOYER	WITNESS	

- 2.9 If there is any conflict between this Agreement and the tender document or the General or Special Conditions of Contract, the contradicting condition / stipulation in this Agreement shall prevail, unless otherwise specified in this Agreement.
- 2.10 If there is any conflict between this Agreement and any of the documents specified in 2.9 above, such conflict or contradiction shall not render this Agreement or any of such specified documents ineffective or null and void *in toto*.
- 2.11 References in this Agreement to any statute or statutory provision shall include any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instrument or other subordinate legislations made under the relevant statute or statutory provision.
- 2.12 Any reference to "Engineer" in the Annexures to this agreement will be interpreted as a reference to the duly authorized employee, official and/or Project Manager of the Municipality.

3.

DURATION:

- 3.1 Notwithstanding the date of signature of this Agreement or the Effective Date, the goods and/or services will be delivered and/or rendered within / during the period commencing on the Commencement Date and ending on the End Date, unless this Agreement is properly terminated prior to the end date in accordance with the provisions of this Agreement.
- 3.2 No extension of the period stated in 3.1 will be valid unless reduced to writing and duly signed by the parties.

4.

SCOPE OF SERVICES & OBLIGATION OF PARTIES:

- 4.1 The SERVICE PROVIDER shall and hereby undertakes to deliver the goods and/or execute the Services to the MUNICIPALITY as listed or set out in and in the manner and within the time frames set out more fully in the Tender document, subject to the terms and conditions of this Agreement for and/or during the period commencing on the Commencement Date and ending on the End Date.
- 4.2 The SERVICE PROVIDER is obliged to hand over the Services by and in accordance with the specifications set out in the Tender document.

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BIDDER		WITNESS		EMPLOYER	
				WITNESS	

- 4.3 The SERVICE PROVIDER is obliged to make good at his / its own expense all incomplete and defective Services within the Defects Liability Period.
- 4.4 Unless otherwise agreed upon in writing, the SERVICE PROVIDER shall at its own risk and expense, provide all resources such as labour (including employees) and equipment required to execute or render the Services and/or deliver the goods set out in the Tender document.
- 4.5 The SERVICE PROVIDER is further obliged:
- 4.5.1 to perform and/or execute all its obligations set out in this Agreement read with the Tender document;
 - 4.5.2 to perform and/or provide the services and/or goods with all reasonable care, diligence and skill in accordance with the specifications and stipulations set out herein, in compliance with the Key Performance indicators specified in the Tender document, as well as the generally accepted professional techniques and standards;
 - 4.5.3 to regularly inspect the goods and/or services to satisfy itself that it is being rendered and/or delivered in line with this Agreement, the municipal bidding / tender document, prevailing legislations and industry standards;
 - 4.5.4 to give any instructions and/or explanations and/or variations to its employees and/or subcontractors including any relevant advice to perform the services or deliver the goods in line with this Agreement as well as the prevailing legislation and industry standards; and
 - 4.5.5 to comply with and hereby subjects itself to the penalty clause set out in **ANNEXURE A** hereto.
- 4.6 The MUNICIPALITY is obliged to:
- 4.6.1 to perform and/or execute all its obligations set out in this Agreement
 - 4.6.2 provide access to the SERVICE PROVIDER and/or its employees and/or subcontractors to the relevant Site; and to
 - 4.6.3 make payment in terms of **ANNEXURE A and B** for goods delivered and/or services rendered in terms of this Agreement which are found to be in good order, in terms of the conditions set out in the Tender document.
- 4.7 The MUNICIPALITY is entitled to continuously monitor and inspect the Goods and/or

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Services at any reasonable time for compliance and quality control purposes and may reject same if found not to comply with the requirements of the Agreement.

4.8 Payment of the SERVICE PROVIDER will be made in accordance with the provisions and determinations set out in **ANNEXURE A and B** hereto.

4.9 The SERVICE PROVIDER will perform and/or execute all of its obligations and duties as the Engineer listed in the General Conditions of Contract for Construction Works (Second Edition) 2010 published by the South African Civil Institution of Civil Engineering read in conjunction with the variations, amendments and additions set out in the Contract Data and Contract Specific Data contained in the bidding document or contract of the Contractor appointed or to be appointed (hereinafter referred to as the GCC) and manage the project in the manner and within the timeframes set out in the GCC. The SERVICE PROVIDER will further regularly inspect the services to satisfy itself that it is being rendered and/or delivered in line with the GCC.

4.10 It is an express term of this agreement that both parties will be responsible to obtain copies of the aforementioned document at its own cost and that each and every stipulation contained in the GCC will be strictly adhered to by the SERVICE PROVIDER and that any non-compliance or non-conformance to GCC will constitute a breach of a material term of this Agreement.

5.

SUBCONTRACTORS, CESSION & ASSIGNMENT:

5.1 The SERVICE PROVIDER is not entitled to subcontract the Services or any part thereof to a subcontractor without the prior written consent of the MUNICIPALITY.

5.2 The SERVICE PROVIDER may not assign, transfer, cede or relinquish in any manner any of its rights or obligations without the written permission from the MUNICIPALITY.

5.3 Any such sub-contracting permitted by the MUNICIPALITY shall not relieve the SERVICE PROVIDER of its liability in terms of this Agreement.

6.

FORCE MAJEURE:

6.1 Notwithstanding anything to the contrary herein contained, should either of the parties be prevented from fulfilling in whole or in part its obligation in terms of this Agreement, whether

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	BIDDER	WITNESS	EMPLOYER	WITNESS	

such prevention arises from *force majeure*, Acts of God, war, civil commotion, curtailment of electricity, strikes, lockouts, revolutions, fires, explosions, floods, political disturbances, act of any Governmental or local authority, or any other cause whatsoever over which that party has no reasonable control, such Party shall be relieved from liability to the extent and for the period it is thereby prevented from fulfilling its obligations.

6.2 The abovementioned term is subject to the conditions that the Party so prevented from fulfilling its obligations hereunder shall immediately notify the other party to that effect in writing, giving a full and complete explanation of the circumstances responsible for such failure or occurrence as well the estimated duration thereof. If requested, the party shall furthermore set out in writing the actions such Party is taking or proposes to take to remove the said circumstances with the least possible delay.

7.

GOVERNING LAW:

7.1 All the provisions of this Agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa.

7.2 Both parties shall at its own expense comply with all applicable laws, regulations, by laws and requirements of local and other authorities, as well as all relevant policies that may be applicable to this Agreement and both parties hereby guarantees knowledge of and adherence to all such relevant and applicable laws, regulation by-laws and requirements of local and other authorities.

8.

WARRANTY:

8.1 **The SERVICE PROVIDER warrants that:**

8.1.1 all equipment used by the SERVICE PROVIDER and/or its subcontractor/-s in the execution of the Services are fit and suitable in all respects for the purposes used;

8.1.2 it and its employees and/or subcontractor/-s can and is fit, capable and competent to execute the Services;

8.1.3 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 or tender document;

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- 10.1 If any of the parties commit a breach of any provision of this Agreement, the other Party may call in writing on the Party in breach to remedy the breach within a period of 14 (fourteen) days;
- 10.2 If the breach remains unremedied after the aforesaid notice period has expired, the Party calling on the breach will be entitled in addition to any right it may have in terms of this Agreement, the General or Special Conditions of Contract and/or common law, but not compelled, to terminate this Agreement in whole or in part with immediate effect in writing to the Party in breach and claim damages from the defaulting Party.
- 10.3 If this Agreement is terminated in part, the SERVICE PROVIDER shall continue performance in terms of this Agreement to the extent not terminated.
- 10.4 Where the MUNICIPALITY terminates the contract in whole or in part, the MUNICIPALITY may decide to impose a restriction penalty on the SERVICE PROVIDER as set out more fully in **ANNEXURE A**.

11.

DISPUTE RESOLUTION:

- 11.1 In the event of a dispute between the parties in respect of any condition / stipulation contained in this agreement or the interpretation thereof:
 - 11.1.1 The aggrieved party will notify the other party in writing about the existence and nature of the dispute and thereafter the parties will negotiate in good faith to settle the dispute in question as expeditiously as possible but in any event within a period of 30 (thirty) days of the matter being referred to them, or any further period agreed to by the parties in writing.
 - 11.1.2 Should the other party be unsuccessful in settling such dispute within the aforesaid period or such longer period as the parties may agree to, either party may and will be entitled to refer the dispute to arbitration to be determined under the provisions of the Arbitration Act No. 42 of 1965 and is required to notify the other party of its intention to do so within 10 (ten) days of the expiry of the period specified in clause 11.1.1 above. Should both parties fail to give notice as aforesaid, both parties will be regarded as having waived their rights in terms of this clause.
 - 11.1.3 The decision of the arbitrator shall be final in all respects and the parties' agreement to such decision may be made an order of court on application by either party. The

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costs of any such arbitration shall be awarded by the arbitrator.

11.1.4 The arbitrator shall be an independent person mutually nominated by both parties. Should the parties not agree on a specific arbitrator within 10 (ten) days of notice being given of a dispute and request for arbitration, the selection shall be made by the President or his nominee of the Law Society of the Northern Provinces as soon as possible after the expiry of the 10 (ten) day period referred to herein.

11.2 This clause is severable from the rest of this Agreement and will remain in effect even if this agreement is terminated or cancelled for any reason.

11.3 This clause will not preclude any party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the finalization of the arbitration process.

11.4 Notwithstanding any dispute being referred to arbitration in terms of this clause, both parties will continue to carry out their obligations under this agreement, pending the resolution of such dispute or difference.

11.5 If there is any contradiction between this clause and any alternative dispute resolution clause contained in the tender document and/or General or Special Conditions of Contract, this clause of this Agreement shall prevail.

12.

NOTICES AND DOMICILIA:

12.1 Any notice, request, order, statement or other communication required or permitted to be given in terms of this Agreement shall be in writing and may be given by means of registered post, facsimile or electronic mail to the following addresses:

12.1.1 Notices addressed to the SERVICE PROVIDER:

Postal address: _____

Fax: _____

E-mail: _____

12.1.2 Notices addressed to the MUNICIPALITY:

P.O. Box 14

Middelburg

1050

Fax: 013 243 2550

E-mail: council@stlm.gov.za

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12.2 For the purposes of this agreement and all actions arising there from, the parties accept the following addresses as their respective *domicilium citandi et executandi*:

12.2.1 *Domicilium* of the SERVICE PROVIDER:

Physical address: _____

12.2.2 *Domicilium* of the MUNICIPALITY:

Corner of Walter Sisulu & Wanderers Streets
Municipal buildings, Civic Centre
Middelburg, Mpumalanga

12.3 The SERVICE PROVIDER undertakes to notify the MUNICIPALITY in writing within 10 (ten) days of a change of *domicilium*. The SERVICE PROVIDER also undertakes to notify the MUNICIPALITY of a change of management within the same period as above.

13.

NO WAIVER:

The failure of either Party to insist upon the strict performance of any provision of this Agreement or to exercise any right, power or remedy in the event of a breach of this Agreement, will not be a waiver by such Party to require strict and punctual compliance with every provision of this Agreement.

14.

SEVERABILITY:

If any clause or term of this Agreement should be invalid, unenforceable, defective or illegal for any reason whatsoever, then the remaining terms and provisions of this Agreement will be deemed to be severable from such clause and will continue in full force and effect unless such invalidity, unenforceability, defect or illegality goes to the root of this Agreement.

15.

ENTIRE AGREEMENT & VARIATION:

15.1 This agreement, read together with the award letter, General and/or Special Conditions of Contract and the Tender document, as amended (if applicable), embodies the entire Agreement between the Parties and no alteration, addition or variation of any of the terms or conditions of this Agreement shall be of any force or effect unless it is recorded in writing and signed by both Parties.

15.2 The Parties, by signing this Agreement, shall be deemed to have satisfied themselves as to

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all the terms and conditions of this Agreement.

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY
OF _____ 20_____.

AS WITNESSES:

1. _____

2. _____

SERVICE PROVIDER

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY
OF _____ 20_____.

AS WITNESSES:

1. _____

2. _____

MUNICIPALITY

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or deduction of such penalty or penalties shall not relieve the SERVICE PROVIDER of its obligations and responsibilities under the Agreement and in particular for any damages or losses suffered by the MUNICIPALITY as a result of the SERVICE PROVIDER's default.

2.4 In the event of difficulties which result in the application of penalties being due to industrial and strike action, the MUNICIPALITY will be entitled to waive such penalties should the SERVICE PROVIDER prove to the satisfaction of the MUNICIPALITY and/or Relevant Authorised Person that the cause was beyond the SERVICE PROVIDER'S control.

3. RESTRICTION PENALTIES

3.1 Where the MUNICIPALITY terminates the contract in whole or in part, the MUNICIPALITY may decide to impose a restriction penalty on the SERVICE PROVIDER by prohibiting the SERVICE PROVIDER from doing business with the MUNICIPALITY or public sector.

3.2 Such restriction or blacklisting will be executed according to the guidelines and procedures stipulated in the General Conditions of Contract and the MUNICIPALITY'S policies, such as Council's Supply Chain Management Policy, Blacklisting Policy, etc.

3.3 Any restriction imposed on any person by the MUNICIPALITY will, at the discretion of the MUNICIPALITY, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the SERVICE PROVIDER, and with which enterprise or person the SERVICE PROVIDER, is or was in the opinion of the MUNICIPALITY actively associated.

ANNEXURE B: PRICING SCHEDULE

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	BIDDER	WITNESS	EMPLOYER	WITNESS	

ANNEXURE C: AWARD LETTER

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		BIDDER	WITNESS	EMPLOYER	WITNESS