Zululand
District Municipality

CONTRACT NO: ZDM018/2026-2027

PANEL OF SERVICE PROVIDERS FOR RENDERING OF BRANDING, MARKETING AND PUBLICITY SERVICES FOR A PERIOD OF 36 MONTHS

TENDER DOCUMENT

NAME OF TENDERER	

ISSUED BY:

Zululand District Municipality
Private Bag X76
ULUNDI
3838

Tel: (035) 874 5500

SUMMARY FOR TENDER OPENING PURPOSES

(To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with his/her tender)

Name of service provider submitting the tender:	
CSD NUMBER:	
Time for Completion:	***36 months***
Maximum time for Completion:	***36 months***
Details of contact person:	
Name *(Print):*	
Telephone No:	
E-mail address (*if available*):	

(Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.)

SIGNATURE*:* _____ **DATE*:*** _____

(of person authorised to sign the tender)

TENDER

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TENDER NOTICE

The ZULULAND DISTRICT MUNICIPALITY
hereby invites tenders for:

Tender Ref. No	Tender Name & Details	Closing Date
ZDM18/2026-2027	**PANEL OF SERVICE PROVIDERS FOR RENDERING OF BRANDING, MARKETING AND PUBLICITY SERVICES FOR A PERIOD OF 36 MONTHS** Zululand District Municipality (ZDM) invites suitably qualified and experienced service providers to render Branding, Marketing and Publicity services to the Municipality for a period of 36 months.	**07 December 2026**

No Compulsory Clarification Meeting required: Tender documents will be available to download as from **23 November 2026 on the Municipality websites www.zululand.org.za and E-Tender for free.**

Technical Enquiries can be directed to: Ms N Hlongwane on **Tel: 035 874 5500 during office hours or Email: nqhlongwane@zululand.org.za.Further Supply Chain and related enquiries may be directed to: The SCM on 035 874 5500 during office hours or** Email **tenders@zululand.org.za.**

STAGE 1: TEST FOR RESPONSIVENESS

Tender submissions will first be assessed for responsiveness. Only submissions that fully comply with the mandatory requirements and include all returnable documents will proceed to the next stage of evaluation. Non-responsive submissions will be disqualified

In order for a tender to be considered responsive, it must comply with ALL the following criteria:

1. ... Bids will be evaluated in accordance with the applicable Preferential Point Scoring System as set out in the Councils Supply Chain Management Policy. The following form, MBD 1, MBD 4, MBD 6.1, MBD 8 and MBD 9 must be completed and submitted with the bid.
2. ... A valid Tax Clearance Compliance Status Pin Certificate must accompany all bids.
3. ... Full CSD Report.
4. ... Bids must be accompanied with CIPC documentation to verify ownership.
5. ... Current Municipal Account not in arrears for more than 90 days/ Valid Lease Agreement.
6. ... Company profile with traceable reference.

STAGE 2: FUNCTIONALITY/ELIGIBILITY CRITERIA

KEY ASPECT OF CRITERION	BASIS FOR POINT ALLOCATION	POINTS	MAX SCORE	VERIFICATION METHOD
Experience of similar work and environment (Name of traceable reference, contract details to be included for verification).	The Tenderer has successfully completed 5 projects of a similar nature involving branding, marketing and publicity services.	25	25	Attach the recent appointment letters with Reference Assessment form.
	The Tenderer has successfully completed 4 projects of a similar nature involving branding, marketing and publicity services.	20		
	The Tenderer has successfully completed 3 projects of a similar nature involving branding, marketing and publicity services.	15		
	The Tenderer have successfully completed 2 projects of a similar nature involving marketing, branding and publicity services.	10		
	The Tenderer has successfully completed 1 project of a similar nature involving branding, marketing and publicity services.	05		
	No experience	0		
Qualifications and Experience:	Degree in Marketing Management, Communication Studies or Public Relations with 10 and above years' of experience.	25	25	Attach copies of qualifications and Recent CV.
	Degree in Marketing Management, Communication Studies or Public Relations with 9-7 years' of experience.	15		
	Degree in Marketing Management, Communication Studies or Public Relations with 6-5 years' of experience	05		
	Less than 5 years of experience or No Submission	0		
Methodology: Demonstrates clear understanding and addressing all operational requirements	Excellent, detailed, and well-structured methodology with clear implementation plan	25	25	Bidders shall submit a detailed methodology demonstrating their understanding of the scope of work and operational approach for the provision of branding, marketing and publicity services. The methodology must include the approach to **branding and creative design, marketing and publicity campaigns, content development, project management, turnaround times, quality assurance, communication and approval processes, monitoring and reporting, risk management, and the personnel/resources** to be allocated to the contract. The methodology will be evaluated based on the bidder's understanding of the assignment, practicality of the **proposed approach, turnaround times, quality control measures, monitoring and reporting, risk management, and**
	Good methodology with clear execution plan	15		
	Acceptable methodology but lacks detail	10		
	Poor methodology with limited understanding of scope	5		
	No submission	0		

				availability of appropriate resources and personnel.
Credits: Accreditation: Regulatory Authority	Professional accreditation for Public Relations and Marketing (Public Relations institutes of Southern Africa (PRISA)) and Marketing Association of South Africa(MASA) respectively.	25	25	Proof of Regulatory registration.
	Professional accreditation for Public Relations and Marketing (Public Relations institutes of Southern Africa (PRISA)) or Marketing Association of South Africa(MASA) respectively.	15		
	No information provided OR submission of no substance / irrelevant information provided.	0		
MAXIMUM SCORE:			**100**	

Bidders must score at least 70 points to move forward in the evaluation process. Those who score below 70 will be disqualified and excluded from further consideration.

STAGE 3: FINANCIAL OFFER AND SPECIFIC GOALS

No.	The specific goals allocated points in terms of this Tender	Number of points claimed (80/20) system)	Means of Verification
1.	Locality (within Zululand District Municipality)	16	Proof of municipal accounts/ proof of residence signed by ward Councilor (for those residing in rural areas) / lease agreement
2.	Director/ Owner with disability	1	Medical certificate
3.	Director/ Owner black women	1	CSD report / CK document
4.	Director/ Owner black youth	2	CSD report / CK document
5.	Non-compliant contributor	0	

The 80/20 preference point system for the acquisition of services, works or goods will be allocated for as per Zululand District Municipality Supply Chain Management Policy.

Duly completed tender documents **sealed in an envelope marked with the tender number and the closing date** are to be deposited into the **tender box at Zululand District Municipality, Lot B-400 Gagane Street, Ulundi, 3838 by no later than 12h00 on the closing date where they will be opened in public**. Telegraphic, telefaxed or posted tenders **WILL NOT** be accepted.

Tenders may only be submitted on the tender documentation that is issued. Requirements for sealing, addressing, delivering, opening and assessment of tenders are stated in the Tender Data.

The Bid Committee of Zululand District Municipality does not bind itself to accept the lowest or any tender.

Mr S.P. MOSIA
MUNICIPAL MANAGER
ZULULAND DISTRICT MUNICIPALITY

1.2 TENDER DATA

1. GENERAL

The Tender Data shall be read with the Standard Conditions of Tender to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data contained hereafter in Section 2 shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

2. TENDER DATA APPLICABLE TO THIS TENDER

F1.1 The Employer for this Contract is: **Zululand District Municipality**

F1.2 Tender Documents

(a) **The Tender Document** consists of the following:

TENDER

T1: Tendering Procedures
T1.1: Tender Notice and Invitation to Tender
T1.2: Tender Data

T2: Returnable Documents
T2.1: List of Returnable Documents
T2.2: Returnable schedules and forms

CONTRACT

Part 1: Agreements and Contract Data
C1.1: Contract Data

Part 2: Scope of Work
C2: Scope of Work

F1.1 The Employer's right to accept or reject any tender offer

The Employer is not obliged to accept the lowest or any tender offer.

F1.2 Eligibility

A Tenderer will not be eligible to submit a tender if:

(a) The tenderer submitting the tender is under restrictions or has Director/s who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices.

(b) The Tenderer does not have the legal capacity to enter the contract.

(c) The tenderer submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities, or is subject to legal proceedings in respect of the foregoing.

(d) The tenderer does not comply with the legal requirements stated in the Employer's procurement policy.

(e) The Tenderer cannot demonstrate that he possesses the necessary technical qualifications and competencies, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; or

(f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

TENDERERS TO TAKE PARTICULAR NOTICE OF THIS CLAUSE AS TENDERERS WHO DO NOT COMPLY HEREWITH WILL NOT BE CONSIDERED ELIGIBLE

F1.3 Submitting a Tender Offer

F1.3.1 Tender offers shall be submitted as an original only.

Under no circumstances whatsoever may the tender forms be retyped or redrafted.

F1.3.2 A two-envelope procedure will **not** be followed.

The Employer's address and identification details are as follows:

Location of Tender box:		Zululand District Municipality Offices in Ulundi
Physical address:		**Lot B-400 Ugagane Street, Ulundi,3838**
Identification details	Reference Number	ZDM018/2026-2027
	Title of Tender	PANEL OF SERVICE PROVIDERS FOR RENDERING OF BRANDING, MARKETING AND PUBLICITY SERVICES FOR A PERIOD OF 36 MONTHS
	Closing Date	**07 December 2026**
	Time	12H00
Postal address:		Private Bag X76, Ulundi, 3838

F1.4 Closing Time

The closing time for submission of Tender Offers is **12h00** on **07 December 2026** Telephonic, telegraphic, facsimile, telex, electronic or e-mailed tenders will not be accepted.

F1.5 Tender Validity

All tenders shall remain valid for a period of ninety (90) days after the time and date set for the opening of tenders, or until the Tenderer is relieved of this obligation by the Employer, in writing, at an earlier date. However, the Tenderer may be requested in writing, not later than fourteen (14) days before this validity period will lapse, to extend the validity of this tender for a specific period. The written approval of the Tenderer must then be received before the lapsing of the original validity period, to remain valid.

Should a Tenderer –

- withdraw his/her tender during the period of its validity; or
- give notice of his/her inability to execute the contract or fail to execute the contract; or
- fail to sign the contract agreement or furnish the required security within the period fixed in the Contract Data or any extended time agreed to by the Employer.

Then he shall be liable for and pay to the Employer –

- all expenses incurred in calling for fresh tenders, if it should be necessary.
- the difference between his/her tender and any less favourable tender accepted either by fresh tenders being called or by another tender being accepted from those already received.

Provided always that the Employer may exempt a Tenderer from the provisions here of, if it is of the opinion that the circumstances justify such exemption.

F1.6 Access

Not Applicable

F1.7 Return of Tender Documents

Not applicable.

F1.8 Mandatory Certificates

The following certificates must be provided with the tender:

- Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system.
- Valid and original (or a certified copy) proof of Bidder's compliance to Objective Criteria Certificate requirements stipulated in Section 5 (MBD 6.1) [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate/PIN for each party].
- Joint Venture Agreement and Power of Attorney in case of Joint Ventures.
- VAT Registration Certificate from the South African Revenue Services (SARS).
- Company / CC / Trust / Partnership registration certificates.
- Proof that payment for municipal services is up to date; and
- Certified Copies of Identity Document in the case of one-man concerns.
- Declaration of Solvency or Liquidity.
- Current Bank Rating letter.
- CSD
- PRISA/MASA Certificates

F1.9 Opening of Tender Submissions

The time, date and location for the opening of the tender offers is as follows:

Time:	**12h00**
Date:	**07 December 2026**
Location / Venue:	**Zululand District Municipal Offices, B-400 Ugagane Street, Ulundi**

F1.10 The two-envelope system **will not** apply to this tender.

F1.11.1 Evaluation of Tender Offers

F1.11.2 Tenders will be evaluated in Two stages in accordance with the standard tender evaluation:

STAGE 1: TEST FOR RESPONSIVENESS/ELIGIBILITY

For a tender to be considered responsive, it must comply with **ALL** the following criteria:

a) The tender documentation must be completed and signed in all respects
b) The tender documentation must include all necessary and applicable documentation as listed in F2.23 above; and
c) The tender must comply with the eligibility criteria.

The responsiveness of a tender will be assessed by scoring the bid according to the criteria detailed in the table overleaf.

It is incumbent on the Tenderer to ensure that the returnable documents in T2 are completed in sufficient detail to enable the score to be properly assessed. If the information provided renders a specific criterion not being fully complied with, then the bid will be scored on the next criterion down.

STAGE 2 :ELIGIBILITY CRITERIA

KEY ASPECT OF CRITERION	BASIS FOR POINT ALLOCATION	POINTS	MAX SCORE	VERIFICATION METHOD
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	Good methodology with clear execution plan	15		
	Acceptable methodology but lacks detail	10		
	Poor methodology with limited understanding of scope	5		

	No submission	0		**and approval processes, monitoring and reporting, risk management, and the personnel/resources** to be allocated to the contract. The methodology will be evaluated based on the bidder's understanding of the assignment, practicality of the **proposed approach, turnaround times, quality control measures, monitoring and reporting, risk management, and availability of appropriate resources and personnel.**
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	Professional accreditation for Public Relations and Marketing (Public Relations institutes of Southern Africa (PRISA)) or Marketing Association of South Africa(MASA) respectively.	15		
	No information provided OR submission of no substance / irrelevant information provided.	0		
MAXIMUM SCORE:			**100**	

TENDERER'S MUST SCORE A MINIMUM OF 70 POINTS FOR THE BID TO BE ELIGIBLE IN TERMS OF F2.1 (e) AND 12.2.2 OF SUPPLY CHAIN MANAGEMENT POLICY.

Annex F: Standard Conditions of Tender

F1 GENERAL

F1.1 Actions

F1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F2 and F3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F1.1.3 The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F1.3 Interpretation

F1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

a) **conflict of interest** means any situation in which:
   i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.
   ii) an individual or organisation can exploit a professional or official capacity in some way for their personal or corporate benefit; or
   iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration to enable comparisons to be made between offers on a comparative basis.

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his/her staff or agents in the tender process; and

d) **fraudulent practice** means the misrepresentation of the facts to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.

f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F1.5 The employer's right to accept or reject any tender offer

F1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.

F1.5.2 The employer may not be subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received, and such tender was returned unopened to the tenderer.

F1.6 Procurement procedures

F1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submission that are received at the closing time for tenders.

F1.6.2 Competitive negotiation procedure

F1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenders shall not apply.

F1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F2.17, the employer may request that tenders be clarified, specified and fine-tuned to improve a

tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F1.6.2.4 The contract shall be awarded in accordance with the provisions of F3.11 and F3.13 after tenderers have been requested to submit their best and final offer.

F1.6.3 Proposal procedure using the two stage-system

F1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F1.6.3.2 Option 2

F1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

F2 TENDERER'S OBLIGATIONS

F2.1 Eligibility

F2.1.1 Submit a tender offer only if the tenderer complies with the criteria stated in the tender data and the tenderer, or any of Directors, is not under any restriction to do business with employer.

F2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with the requirements.

F2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F2.10 Pricing the tender offer

F2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F2.12 Alternative tender offers

F2.12.1 Unless stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or

criteria otherwise acceptable to the employer.

F2.13 Submitting a tender offer

F2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

F2.15 Closing time

F2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F2.16 Tender offer validity

F2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F2.13 with packages clearly marked as "SUBSTITUTE".

F2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F2.18 Provide other material

F2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F2.22 Return of other tender documents

If so, instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F3 THE EMPLOYER'S UNDERTAKINGS

F3.1 Respond to requests from the tenderer

F3.1.1 Unless otherwise stated in the tender data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to pre-qualify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

a) an individual firm, or joint venture, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.
b) the new partners to a joint venture were not pre-qualified in the first instance, either as individual firms or as another joint venture; or
c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F3.4 Opening of tender submissions

F3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his/her prices, preferences claimed and time for completion, if any, for the main tender offer only.

F3.4.3 Make available the record outlined in F3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return

unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F3.6 non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his/her tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F3.8 Test for responsiveness

F3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

a) complies with the requirements of these Conditions of Tender,
b) has been properly and fully completed and signed; and
c) is responsive to the other requirements of the tender documents.

F3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F3.9 Arithmetical errors, omissions or discrepancies

F3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F3.11 for:

a) the gross misplacement of the decimal point in any unit rate.
b) omissions made in completing the pricing schedule or bills of quantities; or
c) arithmetic errors in:
    i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
    ii) the summation of the prices.

F3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate

shall be corrected.

b) Where there is an error in the total of the prices either because of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F3.11 Evaluation of tender offers

F3.11.1 General

Appoint an evaluation of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F3.11.2 Method 1: Financial offer

In the case of a financial offer:

a) Rank tender offers from the most favourable to the least favourable comparative offer.
b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in the subclause is repeated.

F3.11.3 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F3.11.4 Scoring Financial Offers

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

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

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

Where:

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

F3.11 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in

accordance with the provisions of the tender data.

F3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer.

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
c) has the legal capacity to enter the contract,
d) is not insolvent, in receivership, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities, or is subject to legal proceedings in respect of any of the foregoing,
e) complies with the legal requirements, if any, stated in the tender data, and
f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F3.14 Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of.

a) addenda issued during the tender period,
b) inclusion of some of the returnable documents, and
c) other revisions agreed between the employer and the successful tenderer.

F3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F3.16 Notice to unsuccessful tenderers

F3.16.1 Notify the successful tenderer of the employer's acceptance of his/her tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period.

F3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies sated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

T2 Returnable Documents

T2.1 List of Returnable Documents

T.2.2 Returnable Schedules

The Tenderer must complete the following returnable documents:

1 Returnable document required for tender evaluation purposes only:

REF	DESCRIPTION
MBD1	Bidder's questionnaire
MBD 4	Declaration of Interest
MBD 6.1	Preference Points Claim Form in Terms of the Preferential Procurement Regulation 2022
MBD 8	Declaration Of Bidder's Past Supply Chain Management Practices
MBD 9	Certificate of Independent Bid Determination
A.	Record of Addenda to Tender Documents
B.	Certificate of Authority of an Entity
C.	Registration Certificates of an Entity
D.	Affidavit of Good Standing
E.	Banking Details
E1.	Declaration of Financial Capacity
F.	Schedule of Tenderer's Experience
F1.	
G.	Curriculum Vitae Format of Key Personnel
H.	Amendments, Qualifications and Alternatives
I.	Tax Clearance Certificate/Compliance status Pin
J.	Declaration of Payment of Municipal Services
J1.	Affidavit of Tenderer that does not have a municipal rates account but is working from a residential address
J2.	Declaration of Tenderer who does not have a municipal rates account but is renting or leasing an office
K.	National Treasury Central Supplier Database
L.	Declaration of solvency or liquidity

MBD1

BIDDER'S QUESTIONNAIRE

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ZULULAND DISTRICT MUNICIPALITY					
BID NUMBER:	ZDM018/2026-2027	CLOSING DATE:	07 DECEMBER 2026	CLOSING TIME:	12H00
DESCRIPTION	PANEL OF SERVICE PROVIDERS FOR RENDERING OF BRANDING, MARKETING AND PUBLICITY SERVICES FOR A PERIOD OF 36 MONTHS				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM.

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT *(STREET ADDRESS*

B-400 UGAGANE STREET
ULUNDI
3838

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE**	**R**	
SIGNATURE OF BIDDER	……		**DATE**		
CAPACITY UNDER WHICH THIS BID IS SIGNED					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	Ms N Hlongwane
CONTACT PERSON	Mr TS Zulu	TELEPHONE NUMBER	0358745500
TELEPHONE NUMBER	0358745500	E-MAIL ADDRESS	nqhlongwane@zululand.org.za
E-MAIL ADDRESS	tenders@zululand.org.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: .....

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

DATE: .....

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

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, hareholder[2]):……..

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. ….……

……..

[1]MSCM Regulations: "in the service of the state" means to be –

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any Agency 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:

……..

……..

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

Full Name	Identity Number	State Employee Number

…….. ……..

Signature **Date**

……. ……

Capacity **Name of Bidder**

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

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 regarding 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**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. 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 APPLICABLE PREFERENCE POINT SYSTEM FOR THIS TENDER IS THE 80/20 PREFERENCE POINT SYSTEM.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of verification / Evidence required
Locality (Within Zululand District Municipality)	16		proof of municipal accounts/proof of residence signed by ward Councillor (for those residing in rural areas) / lease agreement
Director/ owner with disability	1		Medical certificate
Director/ owner black women	1		CSD report / CK document/ID document
Director/ owner black youth	2		CSD report / CK document/ID document
Non-compliant contributor	0		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……..

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct.

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

iii) In the event of a contract being awarded because 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 because of that person's conduct.

(c) cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation.

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME: .....
DATE: .....

ADDRESS: .....

.....

.....
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the Agency 's / municipal entity's supply chain management system or committed any improper conduct in relation to such system.
b. been convicted for fraud or corruption during the past five years.
c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

4 *In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.*

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No

Item	Question	Yes	No
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 Agency / municipal entity, or to any other Agency / 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 Agency / 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 ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

……... Signature

…….. Date

……. Position

…….. Name of Bidder

(MBD 9)

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

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

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

a. takes all reasonable steps to prevent such abuse.

b. rejects the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the Agency or municipal entity or has committed any improper conduct in relation to such system; and

c. cancels 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.

MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

CONTRACT NO. ZDM018/2026-2027

in response to the invitation for the bid made by:

ZULULAND DISTRICT MUNICIPALITY

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation.
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices.
   (b) geographical area where product or service will be rendered (market allocation).
   (c) methods, factors or formulas used to calculate prices.
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

[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.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE: .....…….. DATE: .....
(of person authorised to sign on behalf of the Tenderer)

A: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the date of submission of this tender offer, amending the tender documents, have been considered in this tender offer.

ADD. No.	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		

SIGNATURE: .....……... DATE: ….....

(of person authorised to sign on behalf of the Tenderer)

B: CERTIFICATE OF AUTHORITY OF AN ENTITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

(I) CERTIFICATE FOR COMPANY

I ....., chairperson of the Board of Directors of ....., hereby confirm by resolution of the Board (copy attached) taken on ..... 20....., that Mr/Ms ....., acting in the capacity of ....., was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

Signature of Chairman: .....

Signature of Signatory: .....

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date: .....

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as

.....hereby authorise Mr/Ms.....

acting in the capacity of ....., to sign all documents in connection with the tender for Contract No ..... and any contract resulting from it on our behalf.

Signature of Signatory: .....

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date: .....

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key members in the business trading as

.....hereby authorise Mr/Ms.....

acting in the capacity of ....., to sign all documents in connection with the tender for Contract No ..... and any contract resulting from it on our behalf.

Signature of Signatory: .....

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date: .....

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key partners upon who rests the direction of the affairs of the Partnership as a whole.

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms....., authorized signatory of the company,

……..…….…….....acting in the capacity of lead partner, to sign all documents in

connection with the tender offer for Contract No .....and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

Signature of Signatory: .....

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date: .....

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		

Note: This certificate is to be completed and signed by all of the key partners upon who rests the direction of the affairs of the Partnership as a whole.

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner: .....

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date: .....

C: REGISTRATION CERTIFICATES OF AN ENTITY

ENTITY REGISTRATION:

[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships and ID documents for Sole Proprietors, must be inserted here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement clearly setting out the roles and responsibilities of the parties must be included with particular reference to the guarantees required in terms of the Contract Data. The Joint Venture Agreement must also clearly indicate how payment is to be affected to the entity and distributed to the parties].

Registered Name	**Registration Number**

SIGNATURE: .....…….. DATE: .....
(of person authorised to sign on behalf of the Tenderer)

D: AFFIDAVIT OF GOOD STANDING THAT WILL BE INCORPORATED INTO THE CONTRACT

The Tenderer hereby certifies that neither it nor any of the principals of the enterprise is listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. The Tenderer further certifies that none of its principals have ever been convicted of fraud.

DECLARATION (*to be signed in the presence of a Commissioner of Oaths*)

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the firm, confirms that the contents of this Affidavit are within my personal knowledge, and save where stated otherwise to the best of my belief both true and correct.

Signature: ……..

Duly authorized to sign on behalf: ……

Address: ……

……

……

Telephone: ……

Signed and sworn to before me at…… on

this the ……day of ……by the Deponent, who

has acknowledged that he/she knows and understands the contents of this Affidavit, that its true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of oaths …….

NOTE: This affidavit comprises one (1) page all of which must be initialled by both the Deponent and the Commissioner of Oaths

E: BANKING DETAILS

Tenderers financial capacity to finance and undertake a contract of this nature will also be checked and consequently it is a requirement that the details below be provided.

NAME OF TENDERER							
NAME OF ACCOUNT HOLDER AT BANK							
TYPE OF ACOUNT (Please tick)	CURRENT/CHEQUE		SAVINGS		TRANSMISSION		
BANK							
BRANCH NAME							
ACCOUNT NUMBER							
BRANCH CODE							
BANK TELEPHONE NO							
BANK ADDRESS							
NAME OF BANK MANAGER							
TELEPHONE NUMBER							
NO OF YEARS ABOVE ACCOUNT HAS BEEN WITH BANK							
CREDIT FACILITIES AVAILABLE (State Amount)							

SIGNATURE: .....…….. DATE: .....

(of person authorised to sign on behalf of the Tenderer)

E1: DECLARATION OF FINANCIAL CAPACITY

The following particulars must be furnished in support of the preceding returnable to test financial capacity.

- No bid will be accepted from persons who cannot prove adequate financial capacity to execute the contract according to the specifications and scope of work and withing the stipulated timeframe.
- In order to prove financial capacity, the tenderer must attach the following:

  a) A letter from the bank with bank stamp confirming that the tenderer has an active bank account.

  b) Proof of bank account and letter of good standing with a credit rating.

  c) If the tenderer is unable to demonstrate sufficient credit facility available, the tenderer must at least provide written undertaking/proof of guarantee or financial capacity from a reputable and accredited financial service provider/lender.

CERTIFICATION

I, THE UNDERSIGNED (NAME): …….

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THE DECLARATION PROVE TO BE FALSE.

.....	.....
SIGNATURE	DATE
(of person authorised to sign on behalf of the Tenderer)	
.....	.....
POSITION	NAME OF TENDERER

F: SCHEDULE OF THE TENDERER'S EXPERIENCE

Tenderers are to provide Appointment and References for **Five (5)** projects in providing Rendering Of Branding, Marketing And Publicity Services. The information provided here will be used to evaluate the Tenderer's eligibility to undertake the contract. It is important that the Tenderer ensure that sufficient and legible information is provided to enable the Employer to evaluate the criteria noted in the table in F.3.11.2.

Name and Telephone Number of Client	Project	Details of service provided

SIGNATURE: .....…….. DATE: .....
(of person authorised to sign on behalf of the Tenderer)

F1. SERVICE PROVIDERS ASSESSMENT FORM FOR TENDER ADJUDICATION PURPOSES

The Tenderer must request previous Client to complete this form for each project they have completed as claimed in the Tenderers Experience Schedule. The completed and signed forms are to be submitted with the Tender.

The following form will be requested to be completed by the Tenderer's previous Clients' Agents.

Project Details

Client Name : …….

Description of project : ……

Project Value…….

Contract Start date: ……. Contract End Date:……..

SCALE RATING			
CATEGORIES	**Poor (≤50%)**	**Satisfactory (51-75%)**	**Good (76 - 100%)**
Quality of Service: Ability to provide a service that conformed to contract requirements, specifications, and standards of good workmanship.			
Communication: Ability to maintain effective communication with the Municipality and provide required project records and reports..			
Project Management and Administration: Ability to plan, coordinate, and deliver project on time, within budget, and to the required quality standards.			
SHEQ: Ability to comply with applicable health, safety, environmental and quality standards in the delivery of the services.			
Timeliness and Reliability: Adhered to programme and provided adequate notice for any delays?			
OVERALL RATING:			

Any other remarks considered necessary to assist in evaluation of the Service Provider?

……..…

……..

……..

Client's contact person: ……..…….

Client Name: ……..…..Capacity: ……..…….

Telephone: ……..… Email: ……..…

Signature: ……. Date: …….....

Tenderer to submit assessment form (for each project) completed by the client's Director: Corporate services/ Director :Community Services/Chief Financial Officer/Municipal Manager.

Zululand District Municipality reserves the right to do site verification of work done on each project.

CLIENT'S STAMP

G: CURRICULUM VITAE FORMAT OF KEY PERSONNEL

The success of this project will largely depend on the ability of the Key Personnel's experience to manage the effectiveness and completeness. The Tenderer must indicate who they intend using for this function and must list the incumbent's experience.

Failure to provide proof of suitable personnel on a permanent basis during the currency of the contract..

Position	Candidate's Name	Qualification	Year's Relevant Experience
Director			
Project/Account Manager			
Administration Clerk			
Content/Social Media Specialist			
Marketing/Communications Specialist			
Graphic Designer			

SIGNATURE: .....…... DATE: ….....
(of person authorised to sign on behalf of the Tenderer)

H: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(***This is not an invitation for amendments, deviations or alternatives*** *but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his/her proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer*).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

Notes*: (1) Amendments to the General and Special Conditions of Contract are not acceptable;*

(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his/her tender.

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.

(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.

I: TAX CLEARANCE CERTIFICATE/COMPLANCE STATUS PIN

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

   "**Tax clearance certificate**

   16.No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS."

   SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system. Respondents are required to provide the following to ZDM in order to enable it to verify their tax compliance status:

   Tax reference number: _____

   Tax Clearance Certificate & TCC Number: _____ and PIN: _____

   Each party to a Consortium/Joint Venture/Sub-service providers must complete a separate Tax Clearance Certificate information form.

TAX CLEARANCE CERTIFICATE

[Tax Clearance Certificate obtained from SARS to be attached to this page]

J: DECLARATION OF PAYMENT OF MUNICIPAL SERVICES

DECLARATION TO CERTIFY THAT:

THE TENDERER HAS NO UNDISPUTED COMMITMENTS FOR MUNICIPAL SERVICES TOWARDS AN AGENCY OF WHICH PAYMENT IS OVERDUE FOR MORE THAN 30 DAYS.

DECLARATION

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm, confirms that there are no undisputed commitments for municipal services towards an Agency of which payment is overdue for more than 30 days to my personal knowledge, and save where stated otherwise to the best of my belief both true and correct.

Signature: ……..

Duly authorized to sign on behalf of: ……

Address: ……

……..

……..

Telephone: ……

Date: ……

Municipal rates statement must be attached to this page. Proof of payment may be attached only if the Tenderer has recently paid the outstanding balance, but it has not reflected on the Agency 's records.

J1: AFFIDAVIT OF TENDERER THAT DOES NOT HAVE A MUNICIPAL RATES ACCOUNT BUT IS WORKING FROM A RESIDENTIAL ADDRESS

The purpose of this affidavit is to declare that the Tenderer is

- working from a residential address or
- any other means

to declare that neither it nor any of the principals of the enterprise has any existing municipal accounts in any municipal area in the republic of South Africa that have not been disclosed in this tender and that failure to disclose such will lead to disqualification or cancellation of the Tender.

DECLARATION (*to be signed in the presence of a Commissioner of Oaths*)

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

Signature: …….

Duly authorized to sign on behalf: ……

Address: ……

…….

…….

Telephone:……

Signed and sworn to before me at……..on

this the ……day of ……..by the Deponent, who

has acknowledged that he/she knows and understands the contents of this Affidavit, that its true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of oaths ……..

NOTE: This affidavit comprises one (1) page all of which must be initiated by both the Deponent and the Commissioner of Oaths.

NOTE: A letter from a Councillor or Tribal Authority must be attached in support of the address disclosed above.

J2: DECLARATION OF TENDERER WHO DOES NOT HAVE A MUNICIPAL RATES ACCOUNT BUT IS RENTING OR LEASING AN OFFICE

This is a declaration that:

THE TENDERER DOES NOT HAVE A MUNICIPAL RATES ACCOUNT BUT IS LEASING OR RENTING OFFICE SPACE FROM A LANDLORD.

DECLARATION

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm, confirms that the Tenderer does not have a municipal rates account but is leasing or renting office space from a Landlord.

Signature: …….

Duly authorized to sign on behalf of: ……...

Lease Address: ……

…….

…….

Telephone: ……

Date: ……

NOTE: Lease Agreement to be attached to this page.

K: NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderers are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. ZDM is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a Tenderer who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at https://secure.csd.gov.za/. Tenderers are required to provide the CSD summary form and the information below to ZDM in order to enable it to verify information on the CSD:

Supplier Number: _____ Unique registration reference number: _____.

L: DECLARATION OF SOLVENCY OR LIQUIDITY

The bid of any bidder may be rejected if that bidder, or any of its directors are:

a. Under liquidation
b. Sequestration
c. Insolvency.

This Clause is applicable even after the bid is awarded.

We, the undersigned directors, declare that they are not under liquidation, sequestration or insolvent.

No	Name of Director	ID number	Signature

- **DECLARATION OF SOLVENCY/ LIQUIDITY**

- All tenderers attention is drawn to this Form (declaration of Solvency or Liquidity of the tenderer).
- All tenderers are therefore required to complete It.
- Failure to complete the form or attempt to falsify or hide this information may render the tender non-responsive.

VOLUME 2: CONTRACT

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C1.2	**SPECIAL CONDITION OF CONTRACT**	**C.6 – C.7**
C.2	**SCOPE OF WORK**	**C.8 – C.9**

C1 :AGREEMENTS AND CONTRACT DATA

C1.1 ACCEPTANCE

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

The terms of the contract are contained in:

Part C1 Agreements and contract data, (which include this agreement)
Part C2 Scope of work

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

For the Employer:

Signature: .....

Name: *(in capitals)* .....

Capacity: .....

Name of Employer: ZULULAND DISTRICT MUNICIPALITY

Address: B-400, Gagane Street, Ulundi

Witness:

Name / Signature: ……

Date: .....

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer before the tender closing date is limited to those permitted in terms of the conditions of tender.

2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties becomes an obligation of the contract shall also be recorded here.

4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the contract.

1. Subject: .....

Details: .....

.....

2. Subject: .....

Details: .....

.....

3. Subject: .....

Details: .....

.....

4. Subject: .....

Details: .....

.....

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

For the Tenderer:		**For the Employer:**
_____	**Signature**	_____
_____	**Name**	_____
_____	**Capacity**	_____
Name and address of organisation:		**Name and address of organisation:**
_____		_____
_____		_____
_____		_____
_____	**Witness Signature**	_____
_____	**Witness Name**	_____
_____	**Date**	_____

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the _____ (day) of _____ (month) 20 _____ (year)

at _____(place)

For the Tenderer:

……..
Signature

……..
Name

……
Capacity

Signature and Name of Witness:

……
Signature

……
Name

C.1.2 SPECIAL CONDITIONS OF CONTRACT

Contract Duration

- The contract period shall be for thirty-six (36) months, commencing from the date of appointment and subject to annual performance review.
- The appointment of an Intermediary shall be for a period of three (3) years. It will be expected from the Intermediary to enter into a performance agreement for the period of appointment with the municipality to achieve this goal. Should the service provider or intermediary not perform according to the agreement, the municipality reserves its right to terminate the contract.

Compliance and Regulatory Requirements

- The service provider must comply with all applicable South African laws, regulations, municipal policies, SCM requirements, advertising standards, copyright and intellectual property requirements, as well as the Municipality's approved branding and communication policies.

Confidentiality

- All municipal information accessed by the service provider shall be treated with strict confidentiality.
- No information may be disclosed to third parties without written consent from the municipality.

Performance Monitoring

- The service provider's performance will be monitored quarterly.
- The municipality reserves the right to terminate the contract for underperformance or non-compliance.

Fees and Payment

- Fees must be in line with the approved service level agreement and quotation.
- Payments will be made **monthly/quarterly**, subject to submission of valid invoices and reports.

Monitoring and Reporting:

The service provider must monitor all assigned activities and submit progress reports, campaign records, deliverables and supporting documentation to the Municipality as and when required.

Signature: *(of person authorized to sign the tender)*: .....

Name: (*of signatory in capitals)*: .....

Capacity: (*of Signatory*): .....

Name of Tenderer: (*organisation*): .....

Address: .....

.....

Telephone number: .....

Witness:

Name / Signature: .....

Date: .....

PART 1: DATA TO BE PROVIDED BY THE EMPLOYER

DATA BY EMPLOYER	
The Period of Performance is estimated:	**36 Months**
The name of the Employer is:	Zululand District Municipality
Communications by e-mail are preferred.	
The products will be delivered to the Zululand District Municipality Offices in Ulundi.	
The Service Provider may not release public or media statements or publish material related to the Service or Project without the Employer's written permission.	
The final basic fee due to the Service Provider will be calculated according to the tendered rates and quantities per item.	
The Service Provider is to commence the performance of the contract within 14 days of the contract award subject to there being no objections or as instructed and agreed by the Zululand District Municipality.	
The contract award is subject to the signing of a service level agreement between the service provider and the Zululand District Municipality.	
Interim settlement of disputes is to be by mediation.	
Final settlement is by arbitration.	
In the event that the parties fail to agree on a mediator, the mediator is nominated by: **The Municipal Manager, Zululand District Municipality**	
In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **The Municipal Manager, Zululand District Municipality**	
The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.	
The address of Employer: Zululand District Municipality	
Physical:	Postal:
B-400 Ugagane street	Private Bag X 76
ULUNDI, 3838	ULUNDI, 3838
Telephone No: (035) 874 5500	

C.2 SCOPE OF WORK

PROJECT SPECIFICATION

INTRODUCTION

The Municipality intends to establish a panel of suitably qualified and experienced service providers for the rendering of branding, marketing and publicity services for a period of 36 months. The panel will provide the Municipality with access to professional services on an as-and-when required basis, subject to approved budgets and applicable Supply Chain Management processes. The services will support the Municipality's communication, branding, marketing and publicity requirements and promote consistent, professional and effective communication with stakeholders and the public..

OBJECTIVES OF THE PROJECT

- Ensure consistent and professional Municipal branding and corporate identity.
- Support effective marketing and publicity of Municipal programmes, projects, services and events.
- Improve public awareness and stakeholder communication.
- Provide timely and quality branding, marketing and promotional materials as required.
- Establish a reliable panel of service providers to meet branding, marketing and publicity requirements over the 36-month period.

SCOPE OF WORK

The appointed service providers will be required to provide branding, marketing and publicity services to the Municipality on an as-and-when-required basis for a period of 36 months. The scope shall include, but not be limited to, the following

- **Branding Services** – Design, production and installation of banners, posters, signage, backdrops, gazebos, vehicle branding, promotional displays and other branding materials in accordance with the Municipality's corporate identity.
- **Graphic Design and Artwork** – Development of professional artwork, layouts, brochures, flyers, posters, invitations, certificates, presentations and other communication materials.
- **Marketing Services** – Development and implementation of marketing campaigns to promote Municipal programmes, projects, services, initiatives and events.
- **Publicity Services** – Development and implementation of publicity and awareness campaigns, including promotional material and public information activities.
- **Digital and Social Media Marketing** – Development of digital content, social media graphics, promotional posts, videos and other approved digital marketing materials.
- **Events and Campaign Branding** – Provision of branding and promotional materials for Municipal events, campaigns, workshops, launches and public participation activities.
- **Content Development** – Development, editing and proofreading of marketing and publicity content, including captions, promotional messages and other communication material.
- **Photography and Videography** – Provision of professional photography and videography services for approved Municipal events, programmes and publicity campaigns, where required.

- **Printing and Production** – Printing and production of approved marketing and publicity materials to the required specifications and quality standards.
- **Installation and Removal** – Delivery, installation and removal of branding materials at designated locations, where required.
- **Campaign Management** – Planning, coordination and implementation of branding, marketing and publicity campaigns, including scheduling and coordination with relevant Municipal officials.
- **Quality Control** – Ensuring that all designs, materials and services comply with the Municipality's approved corporate identity, specifications and required quality standards.
- **Reporting and Records** – Maintaining records of work undertaken and providing progress reports, campaign records, artwork, proofs and other supporting documentation as requested by the Municipality.
- **Advisory Support** – Providing professional advice and recommendations on appropriate branding, marketing and publicity approaches to achieve the Municipality's communication objectives.