



# EHLANZENI DISTRICT MUNICIPALITY

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO  
RENDER VARIOUS TRAININGS ALIGNED TO THE ECONOMIC  
SECTOR BASED SKILLS DEVELOPMENT STRATEGY AS AND  
WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**BID NO:**

**TENDERER:**

**TOTAL PRICE (INCL. VAT):** R

**PREFERENCES CLAIMED FOR:**

**BBBEE SCORE:**

**LOCALITY**

**EMPLOYER:**

Municipal Manager  
EHLANZENI DISTRICT MUNICIPALITY  
08 Van Niekerk Street  
Nelspruit, 1200

Technical Contact Person: Mr M Mabunda  
Supply Chain Contact Person: Mr Phindane Khumalo  
Tel no: +27 (0) 13 759 8500  
Fax no: +27 (0) 13 759 8539

**BID CLOSING DATE: 23 AUGUST 2022 AT 1200**

## EHLANZENI DISTRICT MUNICIPALITY

### APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

**BID NO: EDM/39/2021-2022**

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**EHLANZENI DISTRICT MUNICIPALITY**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS  
TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT  
STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**BID NO: EDM/39/2021-2022**

<b>PART T1 : TENDERING PROCEDURES</b>
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**T1.1 Tender Notice and Invitation to Tender**

**T1.2 Tender Data**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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# EHLANZENI DISTRICT MUNICIPALITY

## NOTICE AND INVITATION TO BID

EDM/39/2021-22

### APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

### EHLANZENI DISTRICT MUNICIPALITY HEREBY INVITES BIDS FOR THE ABOVE-MENTIONED TENDER

Only bidders who have provided the following mandatory information and documents to be used to evaluate the bidder's responsiveness will be considered for further evaluation on functionality:

- Central Supplier Database (CSD) Registration Report.
- Valid SARS PIN.
- Certified copy of company registration documents issued by the Companies and Intellectual Property Commission (CIPC).
- Certified copies of identity documents for company directors.
- Joint Venture or Consortium Agreement if applicable.
- Attach a certified copy of proof of registration and accreditation with ISETT, LGSETA, EDTP SETA or PSETA.
- Certified copy or copies of municipal account/s not older than three months for both the bidder and the company directors or lease agreement or proof of residence (PTO) from the relevant traditional authority.
- All bid documents must be fully signed and submitted on the PDF document that has been issued and reproduced documents will be rejected.

Received bids will be evaluated for responsiveness based on mandatory requirements, functionality and who obtain a minimum of **70 points** out of a possible **100 points**, and price and B-BBEE status level of contribution in accordance with the criteria stipulated on the bid documents in line with the provisions of the Preferential Procurement Regulations, 2017. In order to claim points for a B-BBEE status level of contribution, bidders must attach a valid certified copy of a B-BBEE certificate or a valid copy of a sworn affidavit.

Bid documents can be viewed and downloaded at no cost on the Document Sharing and Collaboration Platform or Portal (NEPTUNE): <http://edmservices.ehlanzeni.gov.za> and National Treasury Portal from **Wednesday, 10 August 2022**. Further information regarding the downloading and uploading of documents will be explained at the compulsory briefing session.

A COMPULSORY BRIEFING SESSION WILL BE HELD ON **FRIDAY, 12 AUGUST 2022, 10H00 AT EHLANZENI DISTRICT MUNICIPALITY OFFICE COMPLEX, DMC, 8 VAN NIEKERK STREET, SONHEUWEL CENTRAL, MBOMBELA, 1201.**

Where bids should be submitted - Completed bid and other returnable documents must be submitted only in PDF format on the Document Sharing and Collaboration Platform or Portal: <http://edmservices.ehlanzeni.gov.za> on or before **Tuesday, 23 August 2022** not later than **12H00**.

**Enquiries:** Contact Person - ADMINISTRATION: Mr. P Khumalo at 013 759 8-573 or [pkhumalo@ehlanzeni.gov.za](mailto:pkhumalo@ehlanzeni.gov.za)

Contact Person – TECHNICAL: Mr. M. Mabunda at 013 759 8500 or [mmabunda@ehlanzeni.gov.za](mailto:mmabunda@ehlanzeni.gov.za)

**DR NP MAHLALELA**  
**MUNICIPAL MANAGER**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

# EHLANZENI DISTRICT MUNICIPALITY

MBD 1

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF EHLANZENI DISTRICT MUNICIPALITY</b>					
BID NUMBER:	<b>EDM/39/2021-22</b>	CLOSING DATE:	<b>23 AUGUST 2022</b>	CLOSING TIME:	<b>12H00</b>
DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
EHLANZENI DISTRICT MUNICIPALITY, 08 Van Niekerk Street, Nelspruit 1200					
<b>SUPPLIER INFORMATION</b>					
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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES/WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		R
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT/ PUBLIC ENTITY	<b>Supply Chain</b>		<b>LED</b>		
CONTACT PERSON	Mr P Khumalo		Mr. M Mabunda		
TELEPHONE NUMBER	+27 (0) 13 759 8500		+27 (0) 13 759 8500		
FACSIMILE NUMBER					
E-MAIL ADDRESS	<a href="mailto:pkhumalo@ehlanzeni.gov.za">pkhumalo@ehlanzeni.gov.za</a>		<a href="mailto:mmabunda@ehlanzeni.gov.za">mmabunda@ehlanzeni.gov.za</a>		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tender notice

T1.1

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
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.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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 TAX COMPLIANCE STATUS (TCS) 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	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE 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 ACCEPTED FROM PERSONS IN THE SERVICE OF THE STATE**

**SIGNATURE OF BIDDER:** .....

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

**DATE:** .....

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

**EHLANZENI DISTRICT MUNICIPALITY**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS  
TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT  
STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**TENDER NO: EDM/39/2021-22**

<b>T1.2: TENDER DATA</b>
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\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Clause	Wording
. 1.0	The employer is the EHLANZENI DISTRICT MUNICIPALITY.
.1.2	<p>The tender documents issued by the employer comprise:</p> <p><b>PART T1: TENDERING PROCEDURES</b></p> <p>T1.1: Tender Notice and Invitation to Tender</p> <p>T1.2: Tender Data</p> <p><b>PART T2: RETURNABLE DOCUMENTS</b></p> <p>T2.1: List of Returnable Documents</p> <p>T2.2: Returnable Schedules</p> <p><b>PART C1: AGREEMENTS AND CONTRACT DATA</b></p> <p>C1.1: Form of Offer and Acceptance</p> <p>C1.2: Contract Data</p> <p>C1.3: Form of Guarantee</p> <p><b>PART C2: PRICING DATA</b></p> <p>C2.1: Pricing Instructions</p> <p>C2.2: Bills of Quantities</p> <p><b>PART C3: SCOPE OF WORKS</b></p> <p>C3 Scope of Work</p> <p>C3.1 Description of the Works</p>
. 2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>a) Availability of resources.</p> <p>b) Availability of skills to manage and perform the contract</p> <p>c) Previous experience on contracts of a similar value and nature.</p> <p>d) Financial standing and capability.</p>
2.2	The arrangements for a compulsory briefing meeting are as per the Tender Notice
.2.12	<p>If, a tenderer wishes to submit an alternative offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics, as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, if the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p>

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Contractor

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Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Tender Data  
T1.2



Clause	Wording
	The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nil) copies.
.2.13.5 .2.15.1	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: EHLANZENI DISTRICT MUNICIPALITY</p> <p>Physical address: 08 VAN NIEKERK STREET , NELSPRUIT, 1200</p> <p>Identification details: "MUNICIPAL MANAGER, EHLANZENI MUNICIPALITY, TENDER NO .....: APPOINTMENT for A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS TRAINING AND RELATED ORGANISATIONAL DEVELOPMENT INTERVENTIONS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS</p> <p>CLOSING DATE:</p> <p>Postal address: EHLANZENI DISTRICT MUNICIPALITY P O BOX 3333, NELSPRUIT, 1200</p>
.2.13	A two-envelope procedure will not be followed.
.2.15	The closing time for submission of tender offers is stated in the Tender Notice/Invitation to Tender
.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
.2.16	The tender offer validity period is 90 days.
.2.18	The tender shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
2.19	The arrangements for a compulsory site inspection visit and clarification meeting are as stated in the Tender Notice and Invitation to Tender.
3.4	The time and location for opening of the tender offers are in accordance with .2.13.5
.3.11	<p>Tenders will be evaluated for Functionality. Tenderers who qualify for Functionality will be evaluated further for Price and Preference only. Points for Functionality will not contribute to further evaluation. Tenderers who do not qualify will not be evaluated further. Functionality will be scored out of 100 points. A Tenderer who scores less than 70% for Functionality, that is, less than 70 points will automatically be disqualified.</p> <p>The 80/20 evaluation criteria will be used where Price will be allocated 80 points and Preference will be scored out of 20 points.</p>
.3.11.3	The procedure for evaluation of responsive Tender Offers will be Method 4: Financial Offer, Functionality and Preferences. The responsive tender with the highest total points as defined below is the preferred tender.
.3.11.3 (a)	<p>a) Scoring financial offer:</p> <p>The financial offer will be scored using Formula 2 (Option 1) where the value of W1 is:</p> <p>1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value more than R50 000 000; or</p> <p>2) 80 where the financial value inclusive of VAT of one or more responsive tender offers of up to and equals R50 000 000.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tender Data  
T1.2

Clause	Wording
.3.11.3 (b)	b) Scoring Functionality: (Refer to <b>Schedule L: Competence Achievement Schedule</b> in the Returnable Schedules) 1. Project Plan 20 2. Company Profile 40 3. Human Resource Capacity 40
.3.11.3 (c)	a) Scoring Preferences A maximum of 100 points based on 80/20 or 90/10 evaluation system (depending on the tender price) using tender evaluation in respect of B-BBEE Status Level of Contribution as required in Schedule 1N which can only be claimed if completed.
.3.13.1	Tender offers will only be accepted on condition that:  a) the tenderer has in his or her possession an original Tax Clearance Certificate with SARS Tax Compliant Status pin issued by the South African Revenue Services;  b) the tenderer or any of its directors is not listed in 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; and  c) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and  d) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially comprise the tender process.
.3.18	The number of paper copies of the signed contract to be provided by the Employer is ONE (1).
4.1	EHLANZENI DISTRICT MUNICIPALITY reserves the right to reject submitted proposal when deemed necessary. Should it be discovered by the EHLANZENI DISTRICT MUNICIPALITY that the bidder did not act in good faith and/or declare incorrectly/false, EHLANZENI DISTRICT MUNICIPALITY reserves the right to disqualify or reject the bid
4.2	If the bidders' proposal is not compliant with the EHLANZENI MUNICIPALITY scope of work/terms of reference, reserves the right to disqualify the bid proposal.
4.3	if the bidders' proposal is not compliant with the EHLANZENI DISTRICT MUNICIPALITY s scope of work/terms of reference, EHLANZENI DISTRICT MUNICIPALITY reserves the right to disqualify the bid proposal.
4.4	Bid rigging/ collusive behaviour by the bidder will result in disqualification. A bidder is not permitted to submit proposal from more than one registered company with a common director/shareholder.
4.5	This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations - 2017.
4.6	If a bidder is not registered on National Treasury Central Supplier Database (CSD), (Proof must be submitted with the proposal)
4.7	THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS OF CONTRACT AS STIPULATED IN THIS INVITATION.
4.8	Bidders must submit the bid in hard copy format (paper document) to the EHLANZENI DM. The hard copy of these original sets of bid documents serves as the legal bid contract document and the master record between the bidder and the EHLANZENI DM. The bidders attach the originals or certified copies of any certificates stipulated in this document to these original sets of bid documents. Any discrepancy between the evaluation copies and the master record, the master record will prevail. Any discrepancy between the original sets deposited with the EHLANZENI DM and that kept by the bidder, the original set deposited with the EHLANZENI DM is the master contract for both parties.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tender Data  
T1.2

**EHLANZENI DISTRICT MUNICIPALITY**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS  
TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT  
STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**TENDER NO: EDM/39/2021-22**

<b>PART T2: RETURNABLE DOCUMENTS</b>
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**T2.1 List of Returnable Documents**

**T2.2 Returnable Schedules**

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Contractor

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Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

List of Returnable Documents

## EHLANZENI DISTRICT MUNICIPALITY

### APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

TENDER NO: EDM/39/2021-22

#### T2.1: LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnables are required for evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

#### 1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)

**NB: Attach supporting documents where required and where attachments should be certified, certification should not be older than 3 months.**

Schedule: A	Compulsory Enterprise Questionnaire
Schedule: B	Authority of Signatory
Schedule: C	Certificate of Authority for Joint Ventures (if applicable)
Schedule: D	Record of Addenda to Tender Documents
Schedule: E	Personnel Schedule
Schedule: F	Schedule of Work satisfactorily carried out by the Tenderer
Schedule: G	Schedule of Proposed Subcontractors
Schedule: H	Certificate of Attendance at Clarification Meeting
Schedule: I	Financial References
Schedule: J	Declaration of Municipal Accounts
Schedule: K	Location of Contractor's offices
Schedule: L	Functionality Evaluation

#### 2. SCHEDULE OF MUNICIPAL BIDDING DOCUMENTS FOR TENDER EVALUATION PURPOSES (included hereafter for completion)

MBD 2	Tax Clearance Certificate Requirements
MBD 4:	Declaration of Interest
MBD 5:	Declaration for Procurements Above R10 Million, Applicable Taxes Included
MBD 6.1:	Preference Points Claim in Terms of the Preferential Procurement Regulations 2017
MBD 6.2:	Declaration Certificate for Local Production and Content for Designated Sectors
MBD 8	Declaration of Bidder's Past Supply Chain Management Practices
MBD 9	Certificate of Independent Bid Determination

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Contractor

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Witness 1

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Witness 2

\_\_\_\_\_  
Employer

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Witness 1

\_\_\_\_\_  
Witness 2

List of Returnable Documents

**3. DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (To be attached with submission. Where attachments should be certified, certification should not be older than 3 months)**

Schedule: 1	Registration Certificate of an Entity
Schedule: 2	Joint Venture Agreement, if applicable
Schedule: 3	ID copies of Directors, Partners or Shareholders of the bidding entity (certified)
Schedule: 4	Valid Broad-Based Black Economic Empowerment (B-BBEE) Certificate or Sworn Affidavit (original or certified copy)
Schedule: 5	Central Supplier Database (CSD) Registration Report
Schedule: 6	Proof of registration for Municipal Rates and Taxes or Services the Business (latest and not in arrears for more than 90 days), <b>OR</b> Valid and applicable proof as indicated in Schedule 1M; Declaration of Municipal Account
Schedule: 7	Proof of registration for Municipal Rates and Taxes or Services for Directors, Partners or Shareholders (latest and not in arrears for more than 90 days) <b>OR</b> Valid and applicable proof as indicated in Schedule 1M; Declaration of Municipal Account
Schedule: 8	Audited financials for the past three years or since the establishment of the enterprise, if required by law to produce annual financial statements (if >R10m incl. VAT);
Schedule: 9	A certificate certifying that the enterprise has no undisputed commitments to a municipality or other service provider in respect of which payment is overdue by more than 30 days (if >R10m incl. VAT);
Schedule: 10	Particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period (if >R10m incl. VAT); and
Schedule: 11	A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion or payment from the municipality or municipal entity is expected to be transferred out of the Republic (if >R10m incl. VAT).
Schedule 12	Accreditation by Professional Body

**4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)**

C1.1 :	The offer portion of the Form of Offer and Acceptance
C1.2 :	Contract Data (Part 2)
C2.2 :	Bills of Quantities

_____ Contractor	_____ Witness 1	_____ Witness 2	_____ Employer	_____ Witness 1	_____ Witness 2
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## EHLANZENI DISTRICT MUNICIPALITY

### APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

**TENDER NO: EDM/39/2021-22**

#### SCHEDULE A: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

**Section 1: Name of enterprise:**

**Section 2: VAT registration number, if any:**

**Section 3: CIDB registration number, if any:**

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

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

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

**If any of the above boxes are marked, disclose the following:** (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

\* Insert separate page if necessary

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules

**Section 7: Record of spouses, children, and parents in the service of the state**

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

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

Name of spouse, child, or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

\* Insert separate page if necessary

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise name \_\_\_\_\_

\* The schedule should be used where tenders are subject to the local Government: Municipal Finance Management Act

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules

## EHLANZENI DISTRICT MUNICIPALITY

### APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

TENDER NO: EDM/39/2021-22

#### SCHEDULE B: AUTHORITY OF SIGNATORY

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.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

#### A. Certificate for Company

I, ..... , chairperson of the board of directors of .....  
..... , hereby confirm that by resolution of the board  
**(copy attached)** taken on ..... 2022. Mr./Ms. ....  
acting in the capacity of ..... , was authorized to sign all documents in  
connection with this tender for contract ..... and any contract resulting from it on behalf of the  
company.

#### As witnesses:

1. .... Chairman : .....
2. .... Date : .....

Tenderers must attach a copy of the Resolution of the Board.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules

T2.2



**B. Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as .....  
..... hereby authorize Mr./Ms. .... , .....  
acting in the capacity of ..... to sign all documents in connection  
with the tender for Contract ..... and any contract resulting from it on our  
behalf.

NAME	ADDRESS	SIGNATURE	DATE

Tenderers must attach a copy of the Resolutions.

**C. 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 ..... 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.

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE, NAME & CAPACITY
Lead partner		

**D. Certificate for Sole Proprietor**

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

**As witnesses:**

1. \_\_\_\_\_ Signature: Sole owner: \_\_\_\_\_  
2. \_\_\_\_\_ Date : \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as .....  
..... hereby authorize Mr./Ms. ....  
acting in the capacity of ..... , to sign all documents in connection with the tender  
for Contract ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

Signed ..... Date .....

Name ..... Position .....

Enterprise name .....

\_\_\_\_\_  
Contractor      Witness 1      Witness 2      Employer      Witness 1      Witness 2

**EHLANZENI DISTRICT MUNICIPALITY**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS  
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**TENDER NO: EDM/39/2021-22**

<b>SCHEDULE C: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (if applicable)</b>
--

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms .....  
....., authorised signatory of the company, close corporation or partnership .....  
....., acting in the capacity of lead partner, to sign all documents in  
connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature .....
		Name .....
		Designation .....
		Signature .....
		Name .....
		Designation .....
		Signature .....
		Name .....
		Designation .....

**NOTE:** A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules

**EHLANZENI DISTRICT MUNICIPALITY**

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**SCHEDULE D: RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules

**EHLANZENI DISTRICT MUNICIPALITY**

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**TENDER NO: EDM/39/2021-22**

**SCHEDULE 1E: PERSONNEL SCHEDULE**

<b>Job Description</b>	<b>Non-Local</b>	<b>Local</b>
Project Leader		
Facilitator 1		
Facilitator 2		
Facilitator 3		
Facilitator 4		
Facilitator 5		
Facilitator 6		
Facilitator 7		
Facilitator 8		
Facilitator 9		
* Other		
* Other		
* Other		
* Other		

\* **To be filled in by Tenderer – Attach CVs indicating that resource work for company and projects completed.**

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

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**EHLANZENI DISTRICT MUNICIPALITY**

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**TENDER NO: EDM/39/2021-22**

**SCHEDULE 1F: SCHEDULE OF WORK SATISFACTORILY  
CARRIED OUT BY THE TENDERER**

The following is a statement of **similar work** successfully executed by myself/ourselves:

<b>Employer, contact person and telephone number</b>	<b>Description of Contract</b>	<b>Value of Work Inclusive of VAT (Rand)</b>	<b>Date Completed</b>

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules

**EHLANZENI DISTRICT MUNICIPALITY**

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**SCHEDULE G: SCHEDULE OF PROPOSED SUBCONTRACTORS**

We notify you that it is our intention to employ the following Subcontractors to work on this contract.  
If we are awarded the contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments.  
If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us

<b>No.</b>	<b>Name and Address of Proposed Subcontractor</b>	<b>Nature and Extent of Work</b>	<b>Previous Experience with Subcontractor</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules

**EHLANZENI DISTRICT MUNICIPALITY**

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**SCHEDULE H: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

This is to certify that

..... (Tenderer)

of ..... (address)

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at .....

..... (location) on .....(date), starting at .....

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name ..... Signature .....

Capacity .....

Name ..... Signature .....

Capacity .....

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name ..... Signature .....

Capacity ..... Date & Time .....

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules



**EHLAZENI DISTRICT MUNICIPALITY**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS  
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**TENDER NO: EDM/39/2021-22**

<b>SCHEDULE I: FINANCIAL REFERENCES</b>
---

The tenderer shall submit a bank rating letter from their financial institution. The bank letter should be specific to this project and not older than 30 days. This will be assessed against Bank ratings as follows:

FINANCIAL REFERENCE	Bank Rating	Tendered Goal
Undoubted for the amount	A	5
Good for the amount	B	5
Adequate – Good for the amount strictly in accordance with business	C	5
Poor – Reasonable business risk	D	0
Inadequate and risky	E	0
Contractor's letter of intent from a registered financial institution of guarantor in the amount of 10% for surety	F	0

**Authorisation to Municipality to obtain reference from the financial institution**

(If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner)

I/We hereby authorize the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of Bank	
Contact Person	
Branch Name	
Branch Code	

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules

Street Address	
Postal Address	
Telephone Number	
Account Number	
Account Type	

Signed

.....

Date

.....

Name

.....

Position

.....

Tenderer

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## EHLANZENI DISTRICT MUNICIPALITY

### APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

TENDER NO: EDM/39/2021-22

#### SCHEDULE J: DECLARATION OF MUNICIPAL ACCOUNTS

Please note that this declaration must be completed by ALL bidders

1. I, the undersigned, hereby declare that the signatory to this tender document is duly authorised and further declare:
  - (i) that at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members. to any other Municipality or Municipal Entity, are in arrears for more than three (3) months.
  - (ii) I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (i) above are in arrears for more than three (3) months, the bid will be rejected.
2. I further declare that copies of any rates and taxes or municipal service charges account/s, will be submitted to the EHLANZENI DM to its satisfaction, PRIOR to the commencement with the service/work but not later than 14 days after having been informed of the acceptance of the bid; and that
3. I declare that if the bid is awarded to the bidding entity, any moneys due to the bidding entity for services/goods rendered shall be utilised to offset any monies due to a Municipality or a Municipal Entity.
4. The following account/s of the bidding entity has reference:

Directors/shareholders/ Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director / Shareholder / Partner	Municipal Account No.

(NB: If insufficient space above, please submit on a separate page)

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules

5. If no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block

Bidding entities who operate from informal settlements / rural community without formal services	
Bidding entities who operate from a property owned by a director / member / partner	
Bidding entities who rent premises from a landlord	
Other (Please specify)	

\*Attach to the relevant section of this tender, a copies of the Lease Agreement together with proof payment for services to a third party and letter of clearance from the relevant Municipality with regards to the bidders payment for municipal rates and taxes, relevant proof of that the bidder is operating from an informal settlement or rural community without formal services.

Signed at.....this.....day of..... 20... Name of Duly Authorised

Signatory: (Please print).....

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS No. 1 \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS No. 2 \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Contractor      Witness 1      Witness 2      Employer      Witness 1      Witness 2

# **EHLANZENI DISTRICT MUNICIPALITY**

## **APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**TENDER NO: EDM/39/2021-22 ...../2021-2022**

### **SCHEDULE K: LOCALITY OF CONTRACTOR'S OFFICES**

The Tenderer should clearly indicate the locality of his office and attach proof to this page of the locality.

#### **COMPANY INFORMATION:**

HEAD OFFICE			
<b>Physical address</b> Building: Street: Suburb: City/Town: Province District/Metropolitan Council: Local Municipality:			
<b>Postal address</b>			
<b>Telephone no.</b>		<b>E-mail</b>	
If subsidiary company- state name of holding company			

#### **DETAILS OF BRANCH OFFICES:**

BRANCH OFFICE (The office submitting the bid)			
<b>Physical address</b> Building: Street: Suburb: City/Town: Province District/Metropolitan Council: Local Municipality:			
<b>Postal address</b>			
<b>Telephone no.</b>		<b>E-mail</b>	
If subsidiary company- state name of holding company			

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules

## EHLANZENI DISTRICT MUNICIPALITY

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<b>SCHEDULE L: COMPETENCE ACHIEVEMENT SCHEDULE AND FUNCTIONALITY EVALUATION</b>
---

Firstly, the assessment of quality will be done in terms of the evaluation criteria (Table 4) and the minimum threshold of **70** points explained below. A bid will be disqualified if it fails to meet the minimum threshold for functionality.

**NB:** A standard roll-out plan (s) must be submitted for the selected interventions

- a) Bidders/Respondents must **score at least 70** points to be selected into the panel.
- b) The evaluation of service provider's responses will be evaluated in accordance with the criteria below.

*Summary of evaluation criteria:*

Item	Evaluation Criteria	Maximum Points
01	<b>Project Plan</b> ( <i>Roll out/Implementation/Methodology</i> )	20
02	<b>Service Provider experience</b> ( <i>Provide certified copies of appointment letters or purchase orders not later than five years and each appointment letter or purchase order will be allocated five (5) points</i> )	30
03	<b>Company Profile</b> ( <i>National Track Records, Organizational Organogram indicating the team including Administrators and References</i> )	10
04	<b>Human Resource Capacity</b> ( <i>Provide CV's of key personnel and their academic qualifications – The project leader or manager must have a postgraduate qualification and all academic certificate must be certified to be eligible for point scoring</i> )	35
05	<b>Financial Reference and Capacity</b> ( <i>Provide a banking rate issued by a commercial bank and any rating above "C" will be allocated maximum of points</i> )	5
<b>Total</b>		100

*Technical Evaluation Criteria*

Subject/Category	Criteria	Points
	<b>Roll Out/Implementation Plan</b>	<b>Maximum 20 Points</b>

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules

1.Project Plan	<p>c) <u>Background and Context:</u></p> <ul style="list-style-type: none"><li>- Bidder/s must provide a brief background and context of the proposal.</li><li>- Project objectives and target beneficiaries.</li></ul> <p>b. Bidder/s must provide detailed approach in which the project will be implemented under these three phases/milestones 1) <b>Planning</b> 2) <b>Execution</b> and 3) <b>Closure</b> and therefore, <b>the project roll-out /Implementation plan must include:</b></p> <p>d) Deliverables at each phase, in sequential order</p> <ul style="list-style-type: none"><li>ii. Timeframe required to achieve the deliverables</li><li>iii. Approach towards Training Facilitation/Assessment/ Moderation/Evaluation and Gap training in the case of RPL, Trade Testing for Apprenticeship/Artisan.</li><li>iv. Availability of Learning, Training and Assessment Materials.</li><li>v. Stakeholders Analysis and Management</li><li>vi. Risks and Constraints</li><li>vii. Monitoring and Reporting of the project</li><li>viii. Project Closure/Statement of Results/Certification and (Exit Strategy and or Sustainability for learners)</li></ul> <p>Scoring:</p> <table><tr><th>Description</th><th>Points</th></tr><tr><td>Information on roll- out/implementation plan not provided/Irrelevant information/not detailed as per above</td><td>0</td></tr><tr><td>Bidder/s has provided basic information on roll- out/implementation plan (<i>Basic refers to: Bidder has provided items between 1-4 of the roll- out/implementation plan as per above</i>)</td><td>5</td></tr><tr><td>Bidder/s has provided partial/sufficient information on roll-out/implementation plan (<i>Partial information refers to: Bidder has only provided between 5 to 8 of the of the roll- out/implementation plan as per above.</i>)</td><td>10</td></tr><tr><td>Bidder/s has provided a comprehensive and detailed information on roll-out/implementation plan (<i>Comprehensive and detailed information refers to bidders has provided all nine (9) items of the roll-out/implementation plan as per above.</i>)</td><td>15</td></tr></table>	Description	Points	Information on roll- out/implementation plan not provided/Irrelevant information/not detailed as per above	0	Bidder/s has provided basic information on roll- out/implementation plan ( <i>Basic refers to: Bidder has provided items between 1-4 of the roll- out/implementation plan as per above</i> )	5	Bidder/s has provided partial/sufficient information on roll-out/implementation plan ( <i>Partial information refers to: Bidder has only provided between 5 to 8 of the of the roll- out/implementation plan as per above.</i> )	10	Bidder/s has provided a comprehensive and detailed information on roll-out/implementation plan ( <i>Comprehensive and detailed information refers to bidders has provided all nine (9) items of the roll-out/implementation plan as per above.</i> )	15	
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	<b>Track Records and References</b>	<b>Maximum 10 Points</b>										
	e) <u>Track Record</u>											

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.Company Profile	<p><b>f)</b> Bidder/s must provide company profile detailing previously completed projects relating to the interventions they have applied for, or previously related projects completed, names of companies, duration of the projects, <u>results</u> and <u>successes</u> achieved in terms of completion.</p> <p>ii. The bidder without track record, must submit a joint venture memorandum of agreement with an experienced SDP in the qualification applied; provide the track record of the joint venture partner; and submit their accreditation letter of the qualification applied.</p> <p><i>Scoring:</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Description</th> <th style="width: 30%;">Points</th> </tr> </thead> <tbody> <tr> <td>None submission of the required organogram and profile and demonstrating previous completed projects</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Bidder submitted company profile where they completed minimum of two projects</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Bidder submitted company profile with organogram indicating where they completed minimum of three projects</td> <td style="text-align: center;">10</td> </tr> </tbody> </table> <p><b>g) <u>Reference</u></b></p> <p>Bidders must attach certified copies of reference letters.</p> <p>The bidder must provide three (3) references of similar work done <b>in a municipality</b> in the past three (3) years <b><i>(Reference letters are deemed valid when they are for the work done in the past three (03) years and are for the projects listed on the company profile as per criteria above)</i></b></p> <p><i>Scoring:</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Description</th> <th style="width: 30%;">Points</th> </tr> </thead> <tbody> <tr> <td>None submission or submission of contactable reference letters with irrelevant experience</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Bidder has submitted between 1- 2 valid contactable references letters in training service in local government.</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Bidder has submitted 3 or more valid contactable references letters in</td> <td style="text-align: center;">20</td> </tr> </tbody> </table>	Description	Points	None submission of the required organogram and profile and demonstrating previous completed projects	0	Bidder submitted company profile where they completed minimum of two projects	5	Bidder submitted company profile with organogram indicating where they completed minimum of three projects	10	Description	Points	None submission or submission of contactable reference letters with irrelevant experience	0	Bidder has submitted between 1- 2 valid contactable references letters in training service in local government.	10	Bidder has submitted 3 or more valid contactable references letters in	20	
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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



	training service in local government.														
3. Service Provider Experience	<b>Service Provider relevant experience</b> Provide certified copies of appointment letters or certified copies of purchase orders for the past five years and certified copies of reference for the past five years in local government sector (municipalities or municipal entities) and each appointment letter or purchase order will be allocated three (3) points and reference letter will be allocated (2) points.		Maximum 30 Points												
4. Human Resource Capacity	<b>Key Personnel</b>  5) <u>Project Leader</u>  The bidder must submit a comprehensive CV of a project manager/Team Leader demonstrating a minimum of <b>ten (10) years' experience in Project Management in the public sector with a specific reference to training.</b> The Project Leader must be Accredited Education Training and Development Practitioner with at Least 2 relevant Masters Degrees.  <b>NB: Certified copies of all academic qualifications that are not older than three (3) months must be of must be submitted.</b>  <i>If no qualifications submitted, it's an automatic zero.</i> Scoring: <table border="1" style="margin-top: 10px;"> <thead> <tr> <th>Description</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Non submission of information/Project leader has irrelevant experience to the requirement. Non submission of qualifications.</td> <td>0</td> </tr> <tr> <td>Master's degree with 10 years of experience</td> <td>15</td> </tr> <tr> <td>Master's degree with 5-9yrs experience</td> <td>10</td> </tr> <tr> <td>Accredited company with 3-5 years and above experience</td> <td>5</td> </tr> <tr> <td>Accredited company with 1-2 years of experience</td> <td>2</td> </tr> </tbody> </table> b. <u>Two Facilitators/ETD Practitioners with relevant Master's degree and SETA/Professional Accreditations.</u>  5. List of 2 Facilitators with 5 years' experience, Registered Assessors/Registered Moderators and Mentors for the qualifications applied for. ii. ETD Practitioners must have a relevant Master's Degree in line with interventions applied for. Practitioners' CVs and accreditations with relevant SETA/professional bodies must be submitted as proof. Certified copies of		Description	Points	Non submission of information/Project leader has irrelevant experience to the requirement. Non submission of qualifications.	0	Master's degree with 10 years of experience	15	Master's degree with 5-9yrs experience	10	Accredited company with 3-5 years and above experience	5	Accredited company with 1-2 years of experience	2	Maximum 35 Points
Description	Points														
Non submission of information/Project leader has irrelevant experience to the requirement. Non submission of qualifications.	0														
Master's degree with 10 years of experience	15														
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Returnable Schedules

T2.2

	<p>academic qualifications maybe be requested upon appointment.</p> <p>iii. Curriculum Vitae (CV) of the ETD Practitioners with at least 5 years' experience for the interventions applied for.</p> <p><i>Scoring:</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Description</th> <th style="width: 30%;">Points</th> </tr> </thead> <tbody> <tr> <td>List of ETD practitioners with qualifications and CVs not provided/Submission of Irrelevant CVs/Profiles/ CV's less than one years</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Bidder/s has provided partial information on ETD practitioners, CVs/Profiles and Accreditations with less than a Master's Degree. <i>(Partial refers to bidders who only list the names of practitioners but did not submit CVs/profiles, Accreditations and experience is between one (1) to four (4) years' experience.</i></td> <td style="text-align: center;">5</td> </tr> <tr> <td>Bidder/s has provided a comprehensive and detailed information on all required ETD practitioners, with a Master's Degree and Proven 5 Years' experience in the Interventions applied for.</td> <td style="text-align: center;">10</td> </tr> </tbody> </table> <p><u>c. Three Facilitators/ETD Practitioners with Bachelor's Degrees and SETA/Professional Body Accreditations</u></p> <p style="margin-left: 40px;">5. List of 3 ETD Practitioners with 5 years' experience, Registered Assessors/Registered Moderators and Mentors for the qualifications applied for</p> <p>ii. ETD Practitioners must have a relevant Bachelor's Degree in line with interventions applied for. Practitioners' CVs and accreditations with relevant SETA/professional bodies must be submitted as proof. Certified copies of academic qualifications maybe be requested upon appointment.</p> <p>iii. Curriculum Vitae (CV) of the ETD Practitioners with at least 5 years' experience for the interventions applied for.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Description</th> <th style="width: 30%;">Points</th> </tr> </thead> <tbody> <tr> <td>List of ETD practitioners with qualifications and CVs not provided/Submission of Irrelevant CVs/Profiles/ CV's less than one years</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Bidder/s has provided partial information on ETD practitioners,</td> <td></td> </tr> </tbody> </table>	Description	Points	List of ETD practitioners with qualifications and CVs not provided/Submission of Irrelevant CVs/Profiles/ CV's less than one years	0	Bidder/s has provided partial information on ETD practitioners, CVs/Profiles and Accreditations with less than a Master's Degree. <i>(Partial refers to bidders who only list the names of practitioners but did not submit CVs/profiles, Accreditations and experience is between one (1) to four (4) years' experience.</i>	5	Bidder/s has provided a comprehensive and detailed information on all required ETD practitioners, with a Master's Degree and Proven 5 Years' experience in the Interventions applied for.	10	Description	Points	List of ETD practitioners with qualifications and CVs not provided/Submission of Irrelevant CVs/Profiles/ CV's less than one years	0	Bidder/s has provided partial information on ETD practitioners,		
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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

Returnable Schedules

	CVs/Profiles and Accreditations with less than a Bachelor's Degree. <i>(Partial refers to bidders who only list the names of practitioners but did not submit CVs/profiles, Accreditations and experience is between one (1) to four (4) years' experience</i>	5		
	Bidder/s has provided a comprehensive and detailed information on all required ETD practitioners, with Bachelors' Degrees and Proven 5 Years' experience in the interventions applied for	10		
<b>5. Financial Reference</b>	Bank rating of "C" and above allocated maximum point of 5 and less than "C" no points to be allocated.			<b>Maximum points 5</b>
<ul style="list-style-type: none"><li>• <b>EHLANZENI MUNICIPALITY might conduct physical verification and assessment to all bidders who score 70 points and more to ensure Infrastructure, Systems and Materials are readily available to deliver Learning as outlined in the scope of work.</b></li><li>• <b>Only proposals meeting the Stipulated Minimum Threshold of 70 points for Phase 1 of the Functionality Evaluation will be considered for due diligence and short listing to the Panel.</b></li></ul>				

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

## EHLANZENI MUNICIPALITY

### APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

TENDER NO: EDM/39/2021-22

#### MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS

#### MBD 2

1. It is a condition of this bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
2. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the Municipality with a TCS Pin which can be used to verify a bidder's tax status online via SARS E-Filing.
3. The TCS PIN enables the bidder to authorise any third party (an organisation or government) to view their status online via e-Filing. The third party will be presented with the bidder's overall tax compliance status at the date and time of viewing it.
4. The TCS PIN must be submitted together with this bid. Failure to submit the TCS PIN will result in the invalidation of the bid.
5. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate TCS PIN. It is a condition of this bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
6. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the Municipality with a TCS Pin which can be used to verify a bidder's tax status online via SARS E-Filing.
7. The TCS PIN enables the bidder to authorise any third party (an organisation or government) to view their status online via e-Filing. The third party will be presented with the bidder's overall tax compliance status at the date and time of viewing it.
8. The TCS PIN must be submitted together with this bid. Failure to submit the TCS PIN will result in the invalidation of the bid.
9. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate TCS PIN.
- 10.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

Returnable Schedules

T2.2

**EHLANZENI DISTRICT MUNICIPALITY**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS  
TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT  
STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**TENDER NO: EDM/39/2021-22**

**MBD 4: DECLARATION OF INTEREST**

**MBD 4**

**Declaration of Interest**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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, shareholder<sup>2</sup>):.....
  - 3.4. Company or Close Corporation 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  
.....  
.....
  - 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**

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

Returnable Schedules

3.10.1 If yes, furnish particulars.

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.....

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

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.....

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

The tenderer hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print name: On behalf of the tenderer (duly authorised)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name of tenderer**

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

\_\_\_\_\_  
Witness 2

**'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 municipality or municipal entity;**  
**(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);**  
**(e) a member of the accounting authority of any national or provincial public entity; or**  
**(f) an employee of Parliament or a provincial legislature.**

**<sup>2</sup> 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.**

\_\_\_\_\_  
Contractor      Witness 1      Witness 2      Employer      Witness 1      Witness 2

**EHLANZENI DISTRICT MUNICIPALITY**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS  
TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT  
STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**TENDER NO: EDM/39/2021-22**

**MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE  
TAXES INCLUDED)**

**MBD5**

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

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

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

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

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

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

2.2 If yes, provide particulars.

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

3.1 If yes, furnish particulars

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.....

\*Delete if not applicable

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Contractor

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Witness 1

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Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules



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

4.1 If yes, furnish particulars

.....

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### 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 THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**\*Delete if not applicable**

*If this bid is estimated to exceed a rand value of R10 million (VAT, escalation and contingencies included). Accordingly—*

*(1) if a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, the bidder is required to furnish audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.*

*(2) if a bidder is a registered close corporation, the bidder is required to furnish annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.*

*(3) if the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (1) and (2) above for each of its financial years since commencing business.*

*(4) if a bidder is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.*

*(5) Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act.*

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Contractor      Witness 1      Witness 2      Employer      Witness 1      Witness 2

Returnable Schedules

\_\_\_\_\_  
Contractor      Witness 1      Witness 2      \_\_\_\_\_  
Employer      \_\_\_\_\_  
Witness 1      Witness 2

## EHLANZENI DISTRICT MUNICIPALITY

### APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

TENDER NO: EDM/39/2021-22

<b>MBD 6.1: PREFERENCE POINTS CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017</b>
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**MBD 6.1**

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

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

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

#### 1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

P <sub>s</sub>	=	Points scored for price of bid under consideration
P <sub>t</sub>	=	Price of bid under consideration
P <sub>min</sub>	=	Price of lowest acceptable bid

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

#### 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

#### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES		NO	
-----	--	----	--

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium  
☐ One person business/sole propriety  
☐ Close corporation  
☐ Company  
☐ (Pty) Limited  
 [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer  
☐ Supplier  
☐ Professional service provider  
☐ Other service providers, e.g. transporter, etc.  
 [TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>.....</p> <p>.....</p>	<p>.....</p> <p style="text-align: center;">SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
--	--

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

## EHLANZENI DISTRICT MUNICIPALITY

### APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

TENDER NO: EDM/39/2021-22

<b>MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES</b>
--

**MBD 8**

#### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This EHLANZENI DISTRICT MUNICIPALITY Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by the municipality in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's 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? <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules



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

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

## EHLANZENI DISTRICT MUNICIPALITY

### APPOINTMENT FOR A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS TRAINING AND RELATED ORGANISATIONAL DEVELOPMENT INTERVENTIONS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

TENDER NO: EDM/39/2021-22

<b>MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION</b>
--

**MBD 9**

#### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules

# **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

***EHLANZENI DISTRICT MUNICIPALITY***

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a. has been requested to submit a bid in response to this bid invitation;
  - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> 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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules

f. bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

<sup>3</sup> 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.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules

**EHLANZENI DISTRICT MUNICIPALITY**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS  
TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT  
STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**TENDER NO: EDM/39/2021-22**

<p><b>SCHEDULE 1: CERTIFICATE OF ENTITY REGISTRATION (certified copy)</b></p>
---

The Tenderer is to attach to this page a certified copy of the entity registration issued by the CIPC or relevant form of entity identification where applicable

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules

**EHLANZENI DISTRICT MUNICIPALITY**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS  
TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT  
STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**TENDER NO: EDM/39/2021-22**

**SCHEDULE 2: JOINT VENTURE AGREEMENT**

The Tenderer shall attached the Joint Venture Agreement if applicable

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules

**EHLANZENI DISTRICT MUNICIPALITY**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS  
TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT  
STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**TENDER NO: EDM/39/2021-22**

<p><b>SCHEDULE 3: CERTIFIED ID COPIES OF DIRECTORS, PARTNERS OR SHAREHOLDERS OF THE BIDDING ENTITY</b></p>
--

The Tenderer is to attach certified ID copies of Directors, Partners or Shareholders of the bidding entity to this page.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules

**EHLANZENI DISTRICT MUNICIPALITY**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS  
TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT  
STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**TENDER NO: EDM/39/2021-22**

**SCHEDULE 4: VALID BROAD BASED BLACK ECONOMIC EMPOWERMENT CERTIFICATE  
OR SWORN AFFIDAVIT**

The Tenderer shall attach a valid Broad-Based Black Economic Empowerment (B-BBEE) Certificate or Sworn Affidavit (original or certified copy)

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules



**EHLANZENI DISTRICT MUNICIPALITY**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS  
TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT  
STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**TENDER NO: EDM/39/2021-22**

**SCHEDULE 5: CERTIFICATE OF CONTRACTOR REGISTRATION  
ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE**

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. ([www.treasury.gov.za](http://www.treasury.gov.za)). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration. In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor: .....

Central Supplier Database Supplier Number: .....

Report Date: .....

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules

**EHLANZENI DISTRICT MUNICIPALITY**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS  
TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT  
STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**TENDER NO: EDM/39/2021-22**

<p><b>SCHEDULE 6: PROOF OF REGISTRATION FOR MUNICIPALITY RATES AND TAXES FOR THE BIDDING ENTITY</b></p>
---

The tenderer must attach to this page proof of registration with the Municipality as a payer of municipal services/  
Rates and Taxes.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules

**EHLANZENI DISTRICT MUNICIPALITY**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS  
TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT  
STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**TENDER NO: EDM/39/2021-22**

**SCHEDULE 7: PROOF OF REGISTRATION FOR MUNICIPALITY RATES AND TAXES FOR  
THE DIRECTORS, PARTNERS OR SHAREHOLDERS OF THE BIDDING ENTITY**

The tenderer must attach to this page proof of registration with the Municipality as a payer of municipal services/  
Rates and Taxes.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules

**EHLANZENI DISTRICT MUNICIPALITY**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS  
TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT  
STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**TENDER NO: EDM/39/2021-22**

**SCHEDULE 8: AUDITED FINANCIALS FOR THE PAST THREE YEARS (IF > R10M  
INCLUDING VAT)**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

Returnable Schedules

**EHLANZENI DISTRICT MUNICIPALITY**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS  
TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT  
STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**TENDER NO: EDM/39/2021-22**

**SCHEDULE 9: A CERTIFICATE CERTIFYING THAT THE ENTERPRISE HAS NO UNDISPUTED  
COMMITMENTS (IF > R10M INCL Uding VAT)**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

Returnable Schedules

**EHLANZENI DISTRICT MUNICIPALITY**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS  
TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT  
STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**TENDER NO: EDM/39/2021-22**

**SCHEDULE 10: PARTICULARS OF ANY CONTRACTS AWARDED BY AN ORGAN OF STATE  
DURING THE LAST FIVE YEARS (IF > R10M INCLUDING VAT)**

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Contractor

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Witness 2

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Employer

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Returnable Schedules

**EHLANZENI DISTRICT MUNICIPALITY**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS  
TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT  
STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**TENDER NO: EDM/39/2021-22**

**SCHEDULE 11: A STATEMENT INDICATING WHETHER ANY PORTION OF THE GOODS OR  
SERVICES ARE EXPECTED TO BE SOURCED FROM OUTSIDE THE REPUBLIC (IF > R10M  
INCLUDING VAT)**

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Contractor

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Witness 2

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Employer

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Witness 1

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Witness 2

Returnable Schedules

**EHLANZENI DISTRICT MUNICIPALITY**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS  
TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT  
STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**TENDER NO: EDM/39/2021-22**

<b>PART C1: AGREEMENT AND CONTRACT DATA</b>
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**C1.1 Form of Offer and Acceptance**

**C1.2 Contract Data**

**C1.3 Form of Guarantee**

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 2



## EHLANZENI DISTRICT MUNICIPALITY

### APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

TENDER NO: EDM/39/2021-22

#### C1.1: FORM OF OFFER AND ACCEPTANCE

##### 1. OFFER

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

**APPOINTMENT FOR A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS TRAINING AND RELATED ORGANISATIONAL DEVELOPMENT INTERVENTIONS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.**

TENDER NO: EDM/39/2021-22

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**The offered total of the prices inclusive of Value-Added Tax @ 15% is .....**

..... Rand (in words)

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

**NB: The offer including all applicable taxes must be transferred to the MBD1 and failure to so will lead to the bid being considered non-responsive.**

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

Signature(s) .....

Name(s) .....

Capacity .....

for the **Tenderer** .....  
(Name and address of organization)

Name and signature  
of witness: ..... Date: .....

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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## 2. 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 includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender 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 agreement. 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 deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof 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 the 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 (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)	.....	.....
Name(s)	.....	.....
Capacity	.....	.....
for the <b>Employer</b>	.....	
	(Name and address of organization)	
Name and signature of witness	.....	Date .....

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

## EHLANZENI DISTRICT MUNICIPALITY

### APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

TENDER NO: EDM/39/2021-22

#### C1.2: CONTRACT DATA (PART 1)

#### General Conditions of Contract

##### 1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

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

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the

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contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

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

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

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

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

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

## **6. Patent rights**

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

## **7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

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

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

(b) a cashier's or certified cheque

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

## **8. Inspections, tests and analyses**

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the

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premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

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

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

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

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract,

including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

**14. Spare parts**

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



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

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

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

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

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

## 15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

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

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

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Employer

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## **16. Payment**

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

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

## **18. Contract amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

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

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

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21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for

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any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping

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or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

## **25. Force Majeure**

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

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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Contractor

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Witness 1

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Witness 2

\_\_\_\_\_  
Employer

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Witness 1

\_\_\_\_\_  
Witness 2

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

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

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

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

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

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

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

## **32. Taxes and duties**

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

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

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Contractor

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Witness 1

\_\_\_\_\_  
Witness 2

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Employer

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Witness 1

\_\_\_\_\_  
Witness 2

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### **33. National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

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

### **34 Prohibition of Restrictive practices**

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

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

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Contractor

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Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

# EHLANZENI DISTRICT MUNICIPALITY

## APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

**TENDER NO: EDM/39/2021-22**

### C1.2 : CONTRACT DATA (PART 2)

#### **PART 2: DATA PROVIDED BY THE CONTRACTOR**

Clause	Description				
1.1.1.9	The Contractor is .....[The Legal Name].				
1.2.1.2	<p>The Contractor's address for receipt of communications and notices is :</p> <p>Telephone: ..... Facsimile: .....</p> <p>E-mail: .....</p> <p>Address (Postal) : ..... Address (Physical) : .....</p> <p>.....</p> <p>.....</p>				
6.8.3	<p><i>If price adjustments for a variation in the costs of special materials is allowed then: The variation in cost of special material is</i></p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 40%;">Type of special material</td><td style="text-align: center; width: 20%;">Unit</td><td style="text-align: center; width: 40%;">Rate of price,</td></tr> </table> <p><i>(The type of special materials may be listed, leaving the unit and rate or price to the tenderers to fill in or the tenderers are allowed to state the type of special materials, the unit and the rate or price.)</i></p>	Type of special material	Unit	Rate of price,	
Type of special material	Unit	Rate of price,			
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Type of Security</td><td style="width: 30%;">Contractor's choice. Indicate "yes" or "No"</td></tr> <tr> <td>Cash deposit of 10% of the Contract Sum, exclusive of Value Added Tax Performance Guarantee of 10% of the Contract Sum, exclusive of Value Added Tax</td><td></td></tr> </table>	Type of Security	Contractor's choice. Indicate "yes" or "No"	Cash deposit of 10% of the Contract Sum, exclusive of Value Added Tax Performance Guarantee of 10% of the Contract Sum, exclusive of Value Added Tax	
Type of Security	Contractor's choice. Indicate "yes" or "No"				
Cash deposit of 10% of the Contract Sum, exclusive of Value Added Tax Performance Guarantee of 10% of the Contract Sum, exclusive of Value Added Tax					

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2



## EHLANZENI DISTRICT MUNICIPALITY

### APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

TENDER NO: EDM/39/2021-22

#### C1.3 : FORM OF GUARANTEE

Contract No. ....

WHEREAS THE EHLANZENI MUNICIPALITY  
(hereinafter referred to as "the Employer") entered into, a Contract with

.....  
(hereinafter called "the Contractor") on the ..... day of ..... 20.....

for the construction of

.....  
at .....

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS .....

has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE, .....

do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-Principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

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Contractor

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Witness 1

\_\_\_\_\_  
Witness 2

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Employer

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Witness 1

\_\_\_\_\_  
Witness 2

5. Our total liability hereunder shall not exceed the Guaranteed Sum of  
.....(R..... )

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as  
.....

IN WITNESS WHEREOF this guarantee has been executed by us at .....

on this ..... day of ..... 20.....

As witnesses:

1. .... Signature .....

2. .... Duly authorized to sign on behalf of

.....

Address .....

.....

.....

\_\_\_\_\_  
Contractor

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Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

**EHLANZENI DISTRICT MUNICIPALITY**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS  
TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT  
STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**TENDER NO: EDM/39/2021-22**

<b>PART C2 : PRICING DATA</b>
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**C2.1 Pricing Instructions**

**C2.2 Bills of Quantities**

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Contractor

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Witness 1

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Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

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Witness 2

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Index C2

**EHLANZENI DISTRICT MUNICIPALITY**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS  
TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT  
STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**TENDER NO: EDM/39/2021-22**

<b>C2.1 : PRICING INSTRUCTIONS</b>
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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

- PRICES SUBMITTED FOR THIS BID WILL BE REGARDED AS NON-FIRM CONSISTING OF FIRM PRICES AT DATE OF BID SUBJECT TO ADJUSTMENT(S) IN TERMS OF THE FOLLOWING FORMULA, DEFINED AREAS OF COST AND DEFINED PERIODS.
- BIDDERS MUST COMPLETE THE SECTION “NON-FIRM PRICES SUBJECT TO ESCALATION” IF APPLICABLE AND/OR THE SECTION “PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS” IF APPLICABLE. WHERE NEITHER OF THESE SECTIONS ARE COMPLETED, THE UNIT PRICES ARE DEEMED “FIRM UNIT PRICING”
- IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT.
- PRICE QUOTED IS FULLY INCLUSIVE OF ALL COSTS INCLUDING DELIVERY TO THE SPECIFIED EHLANZENI DISTRICT MUNICIPALITY BUSINESS UNIT GEOGRAPHICAL ADDRESS AND INCLUDES VALUE- ADDED TAX, PAY AS YOU EARN, INCOME TAX, UNEMPLOYMENT INSURANCE FUND CONTRIBUTIONS, AND SKILLS DEVELOPMENT LEVIES.
- DETAILED INFORMATION I.E. COSTED BILL OF QUANTITIES IS OPTIONAL AND IS PROVIDED AS ANNEXURE TO THE DETAILS PROVIDED.
- THE EHLANZENI DISTRICT MUNICIPALITY ACCEPTS NO CHANGES, EXTENSIONS, OR ADDITIONAL AD HOC COSTS TO THE PRICING CONDITIONS OF THE CONTRACT ONCE BOTH PARTIES HAVE SIGNED THE CONTRACT.
- THE AMOUNT SHOULD BE INCLUSIVE OF RATES AND TAXES
- SCHEDULE OF PRICES SHALL BE COMPLETED AND SIGNED IN BLACK INK. CORRECTIONS MUST BE DONE BY DELETING, REWRITING AND INITIALING NEXT TO THE AMENDMENT. NO CORRECTION INK IS PERMITTED IN THE DOCUMENT.
- GUARANTEES, WARRANTIES AND REPLACEMENT MUST BE INCLUDED
- PRICING IS SUBJECT TO THE ADDITION OF PREFERENCE POINTS AS STIPULATED IN BELOW – STANDARD BIDDING DOCUMENT 6.1 PREFERENCE CLAIM FORM.
- WHERE QUANTITIES AND/OR SERVICES ARE REQUIRED AS AND WHEN NEEDED, THE ESTIMATION PRICE MODEL BELOW APPLIES (THE QUANTITIES PROVIDED ARE FOR QUOTING PURPOSES ONLY)
- THE EHLANZENI DISTRICT MUNICIPALITY UTILIZES THE FOLLOWING PRICE MODEL TO MODEL THE ELEMENTS THAT ARE NOT CERTAIN AT TIME OF PRICING TO ALLOW FOR A FAIR, COMPARABLE, AND OBJECTIVE PRICE COMPETITION LEADING TO THE AWARD OF THIS CONTRACT. THE ACTUAL USAGE DURING THE MANAGEMENT OF THE CONTRACT DETERMINES THE FINAL CONTRACT VALUE.
- BID PRICE IN RSA RAND (ALL APPLICABLE TAXES INCLUDED)
- FOREIGN EXCHANGE RISK IS FOR THE ACCOUNT OF THE BIDDER

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

\_\_\_\_\_  
Witness 2

**EHLANZENI DISTRICT MUNICIPALITY**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS  
TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT  
STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**TENDER NO: EDM/39/2021-22**

**C2.2 : BILLS OF QUANTITIES**

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Contractor

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Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

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Witness 1

\_\_\_\_\_  
Witness 2

The cost per head must be an inclusive rate comprising the following components:

- Course material
- Training
- Assessment
- Moderation, and
- Certification

Qualification Level	Quantity	Cost Per Head
NQF Level 1	1	
NQF Level 2	1	
NQF Level 3	1	
NQF Level 4	1	
NQF Level 5	1	
NQF Level 6	1	
<b>SUB-TOTAL</b>		
<b>VAT @ 15%</b>		
<b>TOTAL COST</b>		
<b>The total cost must be transferred to the MBD1 form and failure to do so will lead to the bid being considered non-responsive.</b>		

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

\_\_\_\_\_  
Witness 2

## **EHLANZENI DISTRICT MUNICIPALITY**

### **APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER VARIOUS TRAININGS ALIGNED TO THE ECONOMIC SECTOR BASED SKILLS DEVELOPMENT STRATEGY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**TENDER NO: EDM/39/2021-22**

#### **PART C3 : SCOPE OF WORKS**

##### **C3.1 Description of the Works**

##### **1. BACKGROUND AND CONTEXT**

There is a concern in South Africa about the economy and its ability to achieve the inclusive growth that will enable serious reductions in unemployment and poverty. Education and skills levels are a key enabler of economic growth. Highly skilled people create jobs and suitably skilled people can be absorbed into employment when jobs are created. Entrepreneurs also create jobs, particularly when the entrepreneurs are themselves skilled. Skilled people can become self-employed and form income generating entities that sustain livelihoods, and expand to provide employment opportunities. In addition, in an environment of accelerating structural change in the economy, people with skills are more likely to be able to adapt to the changing needs of the economy and thereby remain in employment.

Currently, the South African labour market is characterised by low levels of education and skills. Many of those leaving formal education do so without adequate foundational education. Those entering the labour market with acceptable levels of education (Matric or a Bachelor degree for example, but also occupational qualifications at various NQF levels) are viewed by employers as not being adequately prepared for the world of work. The cause of this problem is two-fold. First, problems within the schooling system mean that the foundational education base is low. Second, the skills system is not performing well. It is generally viewed as not providing the skills needed by the different economic sectors. A very large proportion of young people are now unemployed and not engaged in education or training and this is a major problem.

Many of these young people are in disadvantaged areas, including rural areas where opportunities are in any case limited. Both the education and training and the skills systems are failing the youth of

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Contractor

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Witness 1

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Witness 2

\_\_\_\_\_  
Employer

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Witness 1

\_\_\_\_\_  
Witness 2



this country. Even when access to education and training opportunities are obtained, dropout rates at our education and training institutions and in vocational programmes remain high and throughput rates and work placements low. Whilst the reasons for this are complex and include socio-economic and historical challenges that are not the responsibility of the education and training system alone, there is general agreement that the education and training system could do better with the available resources.

The National Skills Fund (NSF) was originally set up as the main institution responsible for addressing the skills development needs of the informal economy and the unemployed. This was intended to complement the role of other government agencies and departments, such as the Department of Trade and Industry. In more recent years, many SETAs have taken on this developmental role.

The Mpumalanga Economic Growth and Development Plan (MEGDP) reveals that the majority of the population of Mpumalanga is the youth. This confirms that the province has a sizable labour pool, although the challenge is the skills factor. The MEGDP hopes to undertake a drive to skill this pool through reviving the FTE colleges and reform their curriculum to respond to the needs of the provincial economy. Some of the measures include utilising industry's facilities The University, tertiary hospital, colleges of agriculture, restructured MRTT all provide opportunities for skills development. The province plans to shift towards the knowledge economy.

The MEGDP suggests the need for incentive packages for companies operating in the province and those that seek to invest in Mpumalanga that employ/absorb/skill the local labour pool particularly youth and women. The following are some of the sector specific HRD opportunities identified in the province,

- a. Agro - processing,
- b. Agro - products,
- c. Infrastructure Development,
- d. wood products,
- e. Tourism,
- f. SMME arts and crafts,
- g. Services (e.g., wholesale, banking, insurance, security, repair and maintenance, etc.),
- h. Stainless steel,

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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i. Chemical and chemical products

Water reclamation environmental rehabilitation, animal /crop science and further opportunities include:

- The availability of SETA funding to drive skills development in the province e.g. through learnerships. Both the funding for capacity building and the required legislative framework exist;

The Province plans to position itself to benefit from these opportunities by implementing key skills development programmes around these areas. The HRD strategy takes into account these strategic demands and shapes the HRD model that best suites these demands. In addition, the National Skills Fund, (NSF), Innovation Fund (NRF), and SETA project funding initiatives are human resource development funding windows that have been identified and require equal levels of coherency focus and provincial coordination in order to maximise the gains for the province

Within Ehlanzeni District Municipality, the Economic Sector Based Development Strategy provides a framework to develop and improve the skills of the Ehlanzeni's workforce (skills needs of industry / economic sectors) through a plan which will identify the scarce skills requirement for the district and advance measures to breed those skills working hand in hand with industries. The district plan is centered on sustainable human development paying special focus on the following:

- i. Artisan programs and technical skills development,
- ii. Building a critical mass of skills,
- iii. Entrepreneurial, SMME and Cooperative skills development
- iv. Trade skills and higher-level skills development for industry needs
- v. Emphasize **skills development** and certified training (work with industry to mentor & match skills with economy requirements)

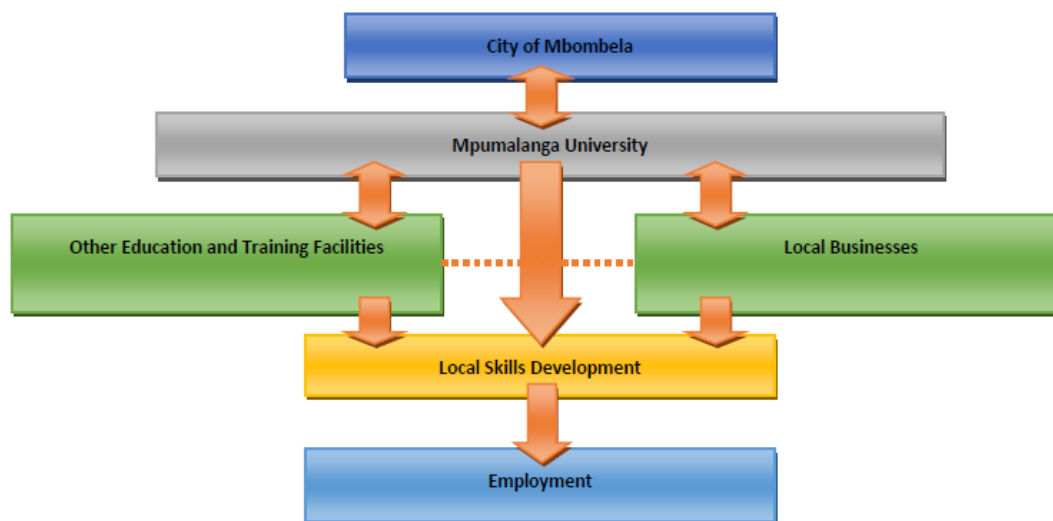
Ehlanzeni is also planning to assist communities within the municipality to benefit from these interventions and programmes. The Municipality is a Category C municipality situated in the north-east of the Mpumalanga Province. It makes up just over a third of the province's geographical area. The district is comprised of four local municipalities: Bushbuckridge, City of Mbombela, Nkomazi and Thaba Chweu. The municipality covers an area of 27 896km<sup>2</sup>.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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Mbombela (previously Nelspruit) is the capital of Mpumalanga, situated in the City of Mbombela Local Municipality, which is also the home of the Mpumalanga Provincial Government and, as a result, is the most concentrated economic hub within the province. It features three border gates to both Swaziland and Mozambique (Matsamo, Komatipoort and Mananga border gates) and, therefore, movement of people from neighbouring countries to the district, and from Gauteng to either Swaziland or Mozambique, creates a catalyst for the economic life of the area.

The district has the following Cities/Towns: Barberton, Emoyeni, Entokozweni, Graskop, Hazyview, Kaapschehoop, Kabokweni, Kanyamazane, Komatipoort, Luphisi, Lydenburg, Malalane, Marloth Park, Mashishing, Matsulu, Mbombela, Mpakeni, Msogwaba, Ngodwana, Pilgrim's Rest, Sabie, Sabie Park, Skukuza, Tekwane, White River.

### Skills Development Framework for Ehlanzeni (IDP)



Provide a brief background and context of the proposal. This should include a description of key economic and social challenges the proposed project relates to (skills supply, employment trends, transformation issues etc.). Include details of sector opportunities, sector macro policies/strategies in place to support growth and employment creation.

### j. Economic Indicators

As shown below, Ehlanzeni has the highest unemployment rate of the three districts in Mpumalanga. It also has the highest poverty rate. The levels of inequality even up with Gert

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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Sibande and the District average-but this is by no means acceptable. The skills development strategy is expected to respond to the high levels of inequality, poverty and the slow growth.

- **Economic Indicators**

INDICATOR	EHLANZENI	GERT SIBANDE	NKANGALA	MPUMALANGA
Growth rate	2%	1.5%	1%	2%
Unemployment rate	31.4%	26.2%	28.9%	32.3%
Poverty rate	47%	40%	36%	42%
Gini coefficient	0.61	0.61	0.60	0.61

**Source: Community Survey (2016)**

On comparative advantages, this strategy will consider skills gaps in agriculture, manufacturing (timber/forestry) mining and tourism, all of which form the comparative advantages of the District as illustrated below.

- **Three Districts' Comparative Advantages**

District Comparative advantages		
Ehlanzeni	Gert Sibande	Nkangala
Agriculture: Subtropical fruit and sugarcane	Manufacturing: petro chemical industry	Coal mining and electricity generation
Gold and Chrome mining	Agriculture: crop and livestock farming	Manufacturing: metals fabrication
Tourism: Scenic views	Coal mining and electricity generation	Tourism and agriculture: Trout triangle
Forestry	Forestry	Agriculture: crop and livestock farming

**Stats SA 2016 (Community Survey)**

Turning to Grant subsidies, poverty headcount and intensity of poverty, as shown in the following table, grants play a major role in supplementing the income of the District residents. And while poverty head count has decreased slightly in the District between 2011 and 2016, the intensity has increased during the same period in the District as well as in all local municipalities.

_____ Contractor	_____ Witness 1	_____ Witness 2	_____ Employer	_____ Witness 1	_____ Witness 2
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## Purpose

To establish a panel of credible service providers that will provide training services to Ehlanzeni DM for various training and related professional interventions listed below for a period of 36 months as and when required..

## Key Objectives

The objectives of the project are to skill /re-skill learners across the Ehlanzeni District Municipality depending on identified needs. The skilling involves the following:

- (a) Assist the municipality to secure training funding from relevant SETAs.
- (b) Identify legitimate beneficiaries for enrolment into the programme assisted by the municipality.
- (c) Develop assessment criteria for the beneficiaries and facilitate recruitment to the programme.
- (d) Guide the assessment and approval processes that will facilitate the placement of beneficiaries to the programme.
- (e) Provide accredited training as expected by the Department of Higher Education and Training.
- (f) Secure work place readiness for the intended beneficiaries upon conclusion of the programme, assisted by the municipality.
- (g) Conduct monitoring and site visits at all learners work places.
- (h) Facilitate trade tests for learners according to tasks required for the relevant trade.
- (i) Develop support mechanism for learners who are yet to become competent for absorption to the workplace.
- (j) Provide necessary aftercare services to beneficiaries and partner organizations
- (k) Identify and manage project risks through all the project stages
- (l) Conduct ongoing stakeholder consultations.
- (m) Account for all project resources.

## Contract Period

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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The Contract will be for a period of 36 months (3 Years) .

### **Target group**

Ehlanzeni DM Councilors, Officials, SMMEs, Cooperatives, Unemployed Youth, Farmers and the general community of Ehlanzeni depending of the needs identified.

### **Expected Deliverables**

The accredited Skills Development Providers will be required to:

- Develop training roll out plan
- Comply with the accreditation requirements from the relevant ETQA body
- Attend and provide report/feedback to the Skills Development Facilitator
- Compile, submit required learner documents as per Ehlanzeni DM requirements and liaise with the Project Manager regarding submission of monthly and quarterly reports.
- Learner enrollments and certification in line with the National Learner Record Database (NLRD) requirements
- Completing of attendance registers for all the interventions engaged for
- Where accredited training is provided: conduct all formative and summative assessments and generate report
- Moderate assessments as per ETQA body requirements
- Regular meetings with EDM LED, Tourism and Rural Development Department, Steering Committee and relevant Management including Accounting Officer and CFO on progress of the project
- Conduct learner induction sessions and provide necessary support to learners in collaboration with Ehlanzeni DM.
- Up-load learner enrollments and achievements on a learner management system (LMS) compliant to relevant SETA/NLRD specification.
- Contract management: provide to Ehlanzeni DM the required compliant claiming documents as per the contract
- Skills Development Providers will be expected to comply with the national COVID19 regulations, DHET and QCTO guidelines.

### **NB:**

- The following qualifications are informed by the Scarce and Critical Skills needs as per the Workplace Skills Plan.
- Training provider must submit:
- 1 (One) Tender SBD documents submission and relevant copies.
- 1 (One) Technical proposal but indicating all the interventions applied for and standard roll out strategy (ies) for the chosen interventions.
- Where solicited interventions have an accreditation, only Skills Development Providers accredited to offer the listed qualifications will be considered.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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- Are you accredited for any below qualification(s), if yes, please provide proof of valid Accreditation certificate or Letter. Failure to provide will result in disqualifications.
- Bidders will only be appointed for qualification that they have applied for and/or are accredited for
- If new qualifications are introduced in the 36 Months, the Ehlanzeni DM will allocate to the panel provided that the particular skill development provider is accredited to provide such qualification.
- Bidders are only required to tick/indicate the qualification that they are applying for (as accredited)
- Accreditation by the relevant SETA/QC against preferably all of the following qualifications.

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Contractor

\_\_\_\_\_  
Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2