



# BID DOCUMENT

BID NUMBER: T2023/24/07

APPOINTMENT OF A PANEL SUITABLE TRAINING SERVICE PROVIDERS FOR THE PROVISION OF  
TRAINING PROGRAMS FOR A PERIOD OF 3 YEARS

<b>CLOSING DATE:</b>	<b>23 NOVEMBER 2023</b>	<b>TIME</b>	<b>12H00</b>
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<b>NAME OF TENDERER</b>	
<b>TOTAL AMOUNT (FORM OF OFFER)</b>	
<b>CENTRAL SUPPLIER DATABASE NUMBER</b>	<b>MAAA</b>
<b>TAX COMPLIANCE PIN</b>	
<b>CONTACT PERSON</b>	
<b>CONTACT NUMBER</b>	

<b>ENQUIRIES REGARDING BID PROCEDURES</b>		<b>TECHNICAL ENQUIRIES</b>	
DIRECTORATE FINANCIAL SERVICES SUPPLY CHAIN MANAGEMENT UNIT		DEPARTMENT OF CORPORATE SERVICES	
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<b>TENDER ISSUED BY</b>			
UMSHWATHI MUNICIPALITY		1 MAIN STREET NEW HANOVER	

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## B1.2: BID DATA

### B1.2.1: STANDARD CONDITIONS OF BID

The Bid Data make several references to the Standard Conditions of Bid for details that apply specifically to this Bid. The Bid Data shall have preference in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Bid.

***Each item of Bid Data given below is cross-referenced to the relevant clause in the Standard Conditions of Bid to which it mainly applies.***

#### Clause No.

#### F.1.1 GENERAL

#### F.1.1 Actions

F.1.1.1 The Employer and each Bidder submitting a Bid offer shall comply with these Conditions of Bid. In their dealings with each other, they shall discharge their duties and obligations, as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the bidder and all their agents and employees involved in the bid process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such interest in their bid submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

#### Note

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

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

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

#### F.1.2 Bid documents

The documents issued by the Employer for the purpose of a Bid offer are listed in the Bid Data.

#### F.1.3 Interpretation

F.1.3.1 The Bid Data and additional requirements contained in the Bid schedules that are included in the returnable documents are deemed to be part of the Conditions of Bid.

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F.1.3.2 These Conditions of Bid, the Bid Data and Bid schedules which are only required for Bid evaluation purposes, will not form part of any contract arising from the invitation to Bid.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) Conflict of interest means any situation in which
  - i. Someone in a position of trust has competing professional or personal interest which make it difficult to fulfil his or her duties impartially;
  - ii. An individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii. Incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **Comparative offer** means the bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other bided parameters that will affect the value of the financial offer have been taken into consideration
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the bid process; and
- d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the bid process or the award of a contract arising from a bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **Organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

#### F.1.4 Communication and Employer's agent

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

#### F.1.5 The Employer's right to accept or reject any Bid offer

F.1.5.1 The Employer may accept or reject any variation, deviation, Bid offer, or alternative Bid offer, and may cancel the Bid process and reject all Bid offers at any time before the formation of a contract. The Employer will not accept or incur any liability to a Bidder for such cancellation and rejection but shall give reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

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## **F.1.6 Procurement Procedures**

### **F.1.6.1 General**

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

### **.1.6.2 Competitive Negotiation Procedure**

**F.1.6.2.1** Where the bid data require that the competitive negotiation procedure is to be followed, bidders shall submit bid offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the Employer shall announce only the names of the bidders who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive positions of bidders shall not apply.

**F.1.6.2.2** All responsive bidders, or not less than three responsive bidders that are highest ranked in terms of the evaluation method and evaluation criteria stated in the data, shall be invited in each round to enter the competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the Employer may request that bids be clarified, specified and fine-tuned in order to improve a bidder's competitive position provided that such clarification, specification, fine-tuning and additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

**F.1.6.2.3** At the conclusion of each round of negotiations, bidders shall be invited by the Employer to make a fresh bid offer, based on the same evaluation criteria, with or without adjusted weightings. Bidders shall be advised when they are to submit their best and final offer.

**F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after bidders have been requested to submit their best and final offer.

**F.1.6.3** Proposal Procedure using two stage system

#### **F.1.6.3.1 Option 1**

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

#### **F.1.6.3.2 Option 2**

**F.1.6.3.2.1** Bidders shall submit in the first stage only technical proposals. The Employer shall invite all responsive bidders to submit bid offers in the second stage, following the issuing of procurement documents.

**F.1.6.3.2.2.** The Employer shall evaluate bids received during the second stage in terms of the method of evaluation stated in the bid data and award the contract in terms of these conditions of bid.

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## **F.2 BIDDER'S OBLIGATIONS**

*The Bidder shall comply with the obligation's hereafter:*

### **F.2.1 Eligibility**

F.2.1.1 Submit a Bid offer only if the Bidder satisfies the criteria stated in the Bid Data and if the Bidder, or any of his principals, is not under any restriction to do business with the Employer.

F.2.1.2 Notify the Employer of any proposed material change in the capabilities or formation of the Bidding entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the bidder to submit a bid offer and obtain the Employer's written approval prior to do so prior to the closing time of bids.

### **F.2.2 Cost of Bidding**

Accept that the Employer will not compensate the Bidder for any costs incurred in the preparation and submission of a Bid Offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

### **F.2.3 Check documents**

Check the Bid documents on receipt for completeness and notify the Employer of any discrepancy or omission.

### **F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the Bid. He shall use and copy the documents issued by the Employer only for the purpose of preparing and submitting a Bid Offer in response to the invitation.

### **F.2.5 Reference documents**

Obtain, as necessary for submitting a Bid Offer, copies of the latest versions of Standards, Specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the Bid documents by reference.

### **F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the Bid documents, which the Employer may issue, and if necessary, apply for an extension to the closing time stated in the Bid Data if necessitated as a result of the addenda.

### **F.2.7 Site visit and clarification meeting**

Attend the compulsory site visit and clarification meeting at which Bidders may familiarize themselves with aspects of the proposed work, services or supply, and raise questions. Details of the meeting are stated in the Bid Data.

### **F.2.8 Seek clarification**

Request clarification of the Bid documents, if necessary, by notifying the Employer at least five working days before the closing time for submission of Bids stated in the Bid Data.

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## **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the Employer (if any) Internalht not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The Bidder is advised to seek qualified advice regarding insurance.

## **F.2.10 Pricing the Bid Offer**

F.2.10.1 Include in the rates, prices, and the Bided total of the prices all duties, taxes, except value-added tax (VAT), and other levies payable by the successful Bidder, such duties, taxes and levies being those applicable 14 days before the closing time for submission of Bids stated in the Bid Data.

F.2.10.2 Show VAT payable by the Employer separately as an addition to the Bided total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the Conditions of Contract identified in the Contract Data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Bid Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

## **F.2.11 Alterations to documents**

Do not make any alterations or additions to the Bid documents, except to comply with instructions issued by the Employer, or alterations or additions necessary to correct errors made by the Bidder. All signatories to the Bid Offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

## **F.2.12 Alternative Bid Offers**

F.2.12.1 Submit alternative Bid Offers only if a main Bid Offer, strictly in accordance with all the requirements of the Bid documents, is also submitted. The alternative Bid Offer is to be submitted with the main Bid Offer together with a schedule that compares the requirements of the Bid documents with the alternative requirements the Bidder proposes.

F.2.12.2 Accept that an alternative Bid offer may be based only on the criteria stated in the Bid Data or criteria otherwise acceptable to the Employer.

## **F.2.13 Submitting a Bid Offer**

F.2.13.1 Submit a Bid Offer to only, either as a single Bidding entity or as a member in joint venture, provide the whole of the works, services or supply identified in the Contract Data, unless stated otherwise in the Bid Data.

F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in **black ink**.

F.2.13.3 Submit the Bid Offer communicated on paper as an original plus the number of copies stated in the Bid Data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original (and all copies, if applicable) of the Bid Offer where required in terms of the Bid Data. The Employer will hold all authorized signatories liable on behalf of the Bidder. Signatories for Bidders proposing to contract as joint ventures shall state which of the signatory is the lead partner whom the Employer shall hold liable for the purpose of the Bid Offer.

F.2.13.5 Seal the original (and each copy, if applicable) of the Bid Offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the Bid Data, as well as the Bidder's name and contact address.

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- F.2.13.6 Where a two-envelope system is required in terms of the Bid Data, place and seal the returnable documents listed in the Bid Data in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the Bid Data, as well as the Bidder's name and contact address.
- F.2.13.7 Seal the original Bid offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Bid Data.
- F.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement of premature opening of the Bid Offer if the outer package is not sealed and marked as stated.
- F.2.13.9 Accept that bid offers submitted by facsimile or email will be rejected by the Employer, unless stated otherwise in the bid data.
- F.2.14 Information and data to be completed in all respects**
- Accept that Bid offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the Employer as being non-responsive.
- F.2.15 Closing time**
- F.2.15.1 Ensure that the Employer receives the Bid Offer at the address specified in the Bid Data not later than the closing time stated in the Bid Data. Proof of posting shall not be accepted as proof of delivery. The Employer will not accept Bid Offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Bid Data.
- F.2.15.2 Accept that, if the Employer extends the closing time stated in the Bid Data for any reason, the requirements of the Conditions Bid apply equally to the extended deadline.
- F.2.16 Bid Offer validity**
- F.2.16.1 Hold the Bid Offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Bid Data after the closing time stated in the Bid Data.
- F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Bid Data for an agreed additional period.
- F.2.16.3 Accept that a bid submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for bids that a bid is to be withdrawn or substituted.
- F.2.16.4 Where a bid submission is to be substituted, submit a substitute bid in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

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**F.2.17 Clarification of Bid Offer after submission**

Provide clarification of a Bid Offer in response to a request to do so from the Employer during the evaluation of Bid Offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the Bid Offer should be sought, offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the Bidder.

**F.2.18 Provide other material**

F.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the Bid Offer, the Bidder's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the Bidder not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the Bid Offer as being non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

**F.2.19 Inspections, tests and analyses**

Provide access during working hours to premises for inspections, tests and analyses as provided for the in the Bid Data.

**F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

**F.2.21 Check final draft**

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

**F.2.22 Return of other Bid documents**

If so instructed by the Employer, return all retained Bid documents within 28 days after the expiry of the validity period stated in the Bid Data.

**F.2.23 Certificates**

Include in the Bid submission or provide the Employer with any certificates as stated in the Bid Data.

**F.3 EMPLOYER'S UNDERTAKINGS**

*The Employer undertakes to:*

**F.3.1 Respond to clarification**

F.3.1.1 Respond to a request for clarification received up to five working days before the Bid closing time stated in the Bid Data and notify all Bidders who drew procurement documents.

F.3.1.2 Consider any request to make material change in the capabilities or formation of the Bidding entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a bidder to submit a bid offer in terms of a previous procurement process and deny any such request if as a consequence:

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

### **F.3.2 Issue addenda**

If necessary, issue addenda, which may amend or amplify the Bid documents, to each Bidder during the period from the date of the Bid Notice until 7 days before the Bid closing time stated in the Bid Data. If, as a result of the issuing of addenda, a Bidder applied for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and shall then notify all Bidders who drew documents.

### **F.3.3 Return late Bid Offers**

Return Bid Offers received after the closing time stated in the Bid Data, unopened (unless it is necessary to open a Bid submission to obtain a forwarding address), to the Bidder concerned.

### **F.3.4 Opening of Bid submissions**

F.3.4.1 Unless the two-envelope system is to be followed, open valid Bid submissions in the presence of Bidders' agents who choose to attend at the time and place stated in the Bid Data. Bid submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the public meeting held immediately after the opening of Bid submissions, at a venue indicated in the Bid Data, the name of each Bidder whose Bid Offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main Bid offer only.

F.3.4.3 Make available the name of each Bidder whose Bid Offer is opened, the total of his prices, preferences claimed, if applicable, and time for completion (if any) for the main Bid Offer only

### **F.3.5 Two-envelope system**

F.3.5.1 Where stated in the Bid Data that a two-envelope system is to be followed, open only the technical proposal of valid Bids in the presence of Bidders' agents who choose to attend at the time and place stated in the Bid Data and announce the name of each Bidder whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by Bidders, then advise Bidders who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Bidders who score in the quality evaluation more than the minimum number of points for quality stated in the Bid Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Bidders whose technical proposals failed to achieve the minimum number of points for quality.

### **F.3.6 Non-disclosure**

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

### **F.3.7 Grounds for rejection and disqualification**

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Determine whether there has been any effort by a Bidder to influence the processing of Bid Offers and instantly disqualify a Bidder (and his Bid Offer) if it is established that he engaged in corrupt or fraudulent practices.

### **F.3.8 Test for responsiveness**

F.3.8.1 Determine, on opening and before detailed evaluation, whether each Bid Offer properly received:

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

F.3.8.2 Regard a responsive Bid as one that conforms to all the items, conditions, and specifications of the Bid documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would

- (a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work;
- (b) change the Employer's or the Bidder's risks and responsibilities under the contract, or
- (c) Affect the competitive position of other Bidders presenting responsive Bids, if it were to be rectified.

F.3.8.3 Reject a non-responsive Bid Offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **F.3.9 Arithmetical errors**

F.3.9.1. Check responsive Bid Offers for arithmetical errors between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked bid or Bidder with the highest number of bid evaluation points after the evaluation of bids in accordance with F.3.11 for:

- (d) The gross misplacement of the decimal point in the unit rate,
- (e) Omissions made in completing the pricing schedule or bills of quantities or
- (f) Arithmetic errors in

- Line item totals resulting from the product of unit rate and a quantity in bills of quantities or schedule of prices; or
- The summation of the prices.

F3.9.2 Notify the bidders of all errors or omissions that are identified in the bid offer and invite the bidder to either confirm the bid offer as bided or accept the corrected total of prices.

F.3.9.3 Where the bidder elects to confirm the bid offer as bided, correcting them in the following manner:

- (a) If a Bill of Quantities (or Schedule of Quantities or Schedule of Rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- (b) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, the total of the prices shall govern and the Bidder will be asked to revise selected item prices (and their rates if a Bill of Quantities applies) to achieve the Bided total of the prices.

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Consider the rejection of a Bid Offer if the Bidder does not correct or accept the correction of his arithmetical errors in the manner described in above.

### **F.3.10 Clarification of a Bid Offer**

Obtain clarification from a Bidder on any matter that could give rise to ambiguity in a contract arising from the Bid Offer.

### **F.3.11 Evaluation of Bid Offers**

F.3.11.1 Appoint an evaluation panel of not less than three persons. Reduce each responsive Bid Offer to a comparative offer and evaluate it using the Bid evaluation methods that are indicated in the Bid Data and described as methods 1, 2, 3 and 4.

#### **F.3.11.2 Method 1: In the case of a Financial Offer:**

- (a) Rank Bid Offers from the most favourable to the least favourable comparative offer.
- (b) Recommend the highest ranked Bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- (c) Re-rank all bidders should there be compelling and justifiable reasons not to recommend the highest ranked bidder and recommend the highest ranked bidder, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

#### **F.3.11.3 Method 2: In the case of a Financial Offer and Preferences:**

In the case of a financial offer and preferences:

- a) Score each bid in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of bid evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where:  $N_{FO}$  is the number of bid evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
 $N_P$  is the number of bid evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank bid offers from the highest number of bid evaluation points to the lowest.
- d) Recommend the bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all bidders should there be compelling and justifiable reasons not to recommend the bidder with the highest number of bid evaluation points, and recommend the bidder with the highest number of bid evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

#### **F.3.11.4 Method 3: In the case of a Financial Offer and Quality:**

In the case of a financial offer and quality:

- a) Score each bid in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all bid offers that fail to score the minimum number of points for quality stated in the bid data, if any.
- b) Calculate the total number of bid evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where:  $N_{FO}$  is the number of bid evaluation points awarded for the financial offer made in accordance with F.3.11.7;

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NQ is the number of bid evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank bid offers from the highest number of bid evaluation points to the lowest.
- d) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all bidders should there be compelling and justifiable reasons not to recommend the bidder with the highest number of bid evaluation points and recommend the bidder with the highest number of bid evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

**F.3.11.5 Method 4: In the case of a Financial Offer, Quality and Preferences:**

- (a) Score quality, rejecting all Bid Offers that fail to score the minimum number of points for quality stated in the Bid Data, if any.
- (b) Score Bid evaluation points for each financial offer.
- (c) Confirm that Bidders are eligible for the preferences claimed and, if so, score Bid evaluation points for preferencing.
- (d) Calculate total Bid evaluation points.
- (e) Rank Bid Offers from the highest number of Bid evaluation points to the lowest.
- (f) Recommend the Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.6 Score financial offers, preferences and quality, as relevant, to two decimal places.

**F.3.11.7 Scoring financial offers**

Score the financial offers of the remaining responsive Bid offers using the following formula:

$$N_{fo} = W_1 \times A$$

Where  $N_{fo}$  = is the number of Bid evaluation points awarded for the financial offer;

$W_1$  = is the maximum possible number of Bid evaluation points awarded for the financial offer as stated in the Bid Data;

$A$  = is the number calculated using the formula and option described in table below as stated in the Bid data.

**FORMULAE FOR THE VALUE OF A**

FORMULA	BASIS FOR COMPARISON	VALUE OF "A"	
		Option 1	Option 2
1	Highest price or discount	$[1+(P-P_m) / P_m]$	$P/P_m$
2	Lowest price or percentage commission/fee	$[1-(P-P_m) / P_m]$	$P_m/P$

$P_m$  = is the comparative offer which is the most favorable

$P$  = is the comparative offer of the Bid under consideration

**F.3.11.8 Scoring quality**

Score quality in each of the categories in accordance with the Bid Data and calculate the goal score for quality.

Calculate the total number of bid evaluation points for quality using the formula:

$$N_o = W_2 \times S_o / M_s$$

Where  $S_o$  is the score for quality allocated to the submission under consideration

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$M_s$  is the maximum possible score for quality in respect of a submission; and  
 $W_2$  is the maximum possible number of bid evaluation points awarded for the quality as stated in the bid data

### **F.3.12 Insurance provided by the Employer**

If requested by the proposed successful Bidder, submit for the Bidder's information the policies or certificates of insurance (or both) which the Conditions of Contract identified in the Contract Data require the Employer to provide.

### **F.3.13 Acceptance of Bid Offer**

F.3.13.1 Accept bid offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the bidder:

- i. Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement
- ii. Can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel to perform the contract.
- iii. Has the legal capacity to enter the contract,
- iv. Is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- v. Complies with the legal requirements, if any, stated in the bid data, and
- vi. Is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.13.2 Notify the successful Bidder of the Employer's acceptance of his Bid Offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Bid Data, or agreed additional period. Provided that the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Bidder as described in the Form of Offer and Acceptance.

### **F.3.14 Notice to unsuccessful Bidders**

After the successful Bidder has acknowledged the Employer's notice of acceptance, notify other Bidders that their Bid Offers have not been accepted.

### **F.3.15 Prepare Contract documents**

If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the Bid documents to take account of:

- (a) addendum issued during the Bid period;
- (b) inclusion of some of the returnable documents;
- (c) other revisions agreed between the Employer and the successful Bidder, and
- (d) the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

### **F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful Bidder for acceptance as soon as possible after the date of the Employer's signing of the Form of Offer and Acceptance (including the Schedule of Deviations, if any). Only those documents that the Conditions of Bid require the Bidder to submit, after acceptance by the Employer, shall be included.

### **F.3.17 Complete adjudicator's contract**

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

**F.3.18            Provide copies of the contracts**

Provide to the successful Bidder the number of copies stated in the Bid Data of the signed copy of the Contract as soon as possible after completion and signing of the Form of Offer and Acceptance.

**F.3.19            Provide written reasons for actions taken**

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

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## CONDITIONS OF TENDER/ TENDER PROCEDURES

PLEASE NOTE THAT THIS BID IS SUBJECT TO SCM REGULATIONS ISSUED AND SUPPLY CHAIN MANAGEMENT POLICY AND THE GENERAL CONDITIONS OF CONTRACT.

1. Any alteration made by the Service Provider must be initialled.
2. Use of correcting fluid is prohibited
3. Tenders will be opened in public as soon as possible after the closing time of quote.
4. This quotation is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and if applicable any other Special Conditions of Contract.
5. Suppliers are advised that the 80/20 preference points system shall be applied in the evaluation of this bid. To qualify for specific goal points suppliers are required to submit latest CSD report to substantiate their claims. Refer to MBD 6.1 form.
6. Suppliers must complete the attached MBD 4 -Declaration of interest form, the MBD 8 - Declaration of Suppliers past performance form and the MBD 9 - Certificate of Independent Bid Determination. Failure to complete these documents may result in your bid being invalid.
7. Proposals must be in accordance with the specifications, unless otherwise stipulated.
8. The official bid document must be used. Should the allocated pricing page/information be insufficient, you may include an additional copy of the price page.
9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
10. Proposals/ tenders must be deposited in TENDER BOX situated as indicated on the quotation request form. Suppliers should ensure that quotations are delivered timeously to the correct address. If the quotation/offer is late, it will not be accepted for consideration.
- 1.1. UMshwathi Municipality is under no obligation to accept the lowest or any bid. Further, the municipality reserves the right not to appoint or to appoint one service provider or more than one service providers.
11. The financial standing of Service Providers and their ability to manufacture or to supply goods or render services may be examined before their bids are considered for acceptance.
12. Pricing on the form of offer must be written same amount both in figures and words, failing of which your proposal shall be disqualified with an indication of “**no offer**” on the quotation closing.
13. **Registration on National Treasury’s Central Supplier Database (CSD) is compulsory.** For more information on how to register go to [www.csd.gov.za](http://www.csd.gov.za) . Failure to submit a CSD supplier registration report **will** result in the disqualification of proposals.

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## SPECIAL TENDER CONDITIONS

- This tender and its acceptance will be subject to the terms and conditions described below. uMshwathi Municipality is/will not be liable for any costs incurred in preparation and delivery of tenders.
- All documents, samples and materials submitted as part of a tender becomes the property of the Municipality, and yet in any event uMshwathi Municipality will not be liable for loss or damage to any documents, samples and materials submitted.
- uMshwathi Municipality will only consider submission from the tenderers who satisfy the following criteria: The following information/ certificates must be submitted with the tender offers, tenderers must accept that failure to submit certificates stated below and fail to complete in full the tender document shall result in the tender being regarded as non-responsive, therefore shall not be evaluated further for functionality:
  - a) The **official Bid document** must be fully completed in indelible black ink and no retyping will be accepted. Where information requested does not apply to the Bidder and the space is left blank, it will be deemed to be not applicable.
  - b) The Bidder must be in **good standing** to do business with the public sector, bidder or any its directors/ shareholders is listed on the National Treasury Register of Tender Defaulters i.t.o Prevention and Combating of Corruption Activities Act of 2004 as a person prohibited from doing business with the public sector.
  - c) The bidder must adhere to the **Pricing Instructions**,
  - d) The **Municipal Bid Documents (MBDs) 4, 6.1, 8, 9** by the bidder must be completed and signed.
  - e) Department of Labour valid letter of good standing Compensation for Occupational Injuries and Diseases Act (COIDA),
  - f) Company municipal utility bill on rates proving no arrears for more than 3 months, in the case where the company is operating in areas where municipal charges are not applicable, both Proof of Resident (Ward Cllr) and Affidavit must be submitted or signed lease agreement and municipal utility bill on rates where a company is renting.
  - g) Certified ID certificate(s) of all directors, members and/or shareholders,
  - h) Business account bank confirmation letter.
  - i) Central Supply Database (CSD) Number/ Report
  - j) Company / CC / Trust / Partnership / registration certificates and
  - k) Certificate of Authority for Signatory and Registration/ID.
  - l) Each page of this document must be initialed failure to initial may result in your proposal being disqualified
- **CLOSING DATE**
  - The closing date for the submission of proposals is 12h00 on Thursday, 23 November 2023. No late submissions will be accepted

### ➤ TENDER DOCUMENTS MARKING

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- a. Failure on the part of the tenderer to sign/mark this tender form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the tender.
- b. Tenders must be completed in black ink where mechanical devices, e.g. typewriters or printers, are not used.
- c. Tenderers will check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability will be accepted with regard to claims arising from the fact that pages are missing or duplicated.
- d. Tenders should be hand delivered to the address provided on the Invitation to Bid above so as to reach the destination no later than the closing date and time.
- e. No tenders transmitted by telegram, telex, facsimile, E-mail or similar apparatus will be considered.

➤ **VAT, DUTIES AND OTHER TAXES**

- a. Prices and must be quoted inclusive of VAT and all other relevant taxes and duties (where applicable) should be shown separately.
- b. The full price under this tender must be quoted in South African Rand (ZAR).

➤ **TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

- a. No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. uMshwathi Municipality reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

➤ **TAX COMPLIANCE**

- a. No tender shall be awarded to a bidder who is not tax compliant. UMshwathi Municipality reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to the Municipality, or whose verification against the Central Supplier Database (CSD) proves non-compliant. UMshwathi Municipality further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.
- b. The Central Supplier Database (CSD) and the tax compliance status PIN are the approved methods of verifying the tax compliance of a bidder. The South African Revenues Services (SARS) does not issued Tax Clearance Certificates anymore but has introduces an online provision via eFiling, for bidders to print their own Tax Clearance Certificates which they can submit with their bids or price quotations.
- c. UMshwathi Municipality will therefore accept printed or copies of Tax Clearance Certificates submitted by bidders but will verify their authenticity on eFiling.

➤ **PRECEDENCE**

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This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

➤ **INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, uMshwathi Municipality incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the Municipality harmless from any and all such costs which the Municipality may incur and for any damages or losses uMshwathi Municipality may suffer.

➤ **CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

- a. **UMshwathi Municipality** reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of uMshwathi Municipality or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
- b. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- c. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- d. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of uMshwathi Municipality officers, directors, employees, advisors or other representatives;
- e. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- f. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- g. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- h. has in the past engaged in any matter referred to above; or (h) has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

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➤ **CONDITIONS OF PAYMENT**

- a. No service should be provided to the Municipality in terms of this tender and no amount will become due and payable by the uMshwathi Municipality;
- b. an official purchase order or similar written instruction has been issued to the supplier where service delivery will be within the specified time scale after the receipt of the official purchase order or similar written instruction; and unless otherwise determined in the contract or other agreement, all payments due to creditors will be settled within 30 days from receipt of a proper invoice or, in the case of civil claims, from the date of settlement or court judgment. This implies that amounts owing will be paid within 30 days from receipt of invoice if the goods, works or services were delivered to the satisfaction of the Municipality.

➤ **CONTRACTUAL IMPLICATIONS**

- a. The tenderer must complete all documents in full and submit these with the proposal. Failure to comply with these requirements may invalidate the tenderer or disqualify the proposal.
- b. Upon submission of the tender response, the Tenderer is unconditionally bound by the terms and conditions of the Request for Proposal (RFP) and the tender response. In the event of any conflict or confusion arising between the terms and conditions of the RFP and the tender response, the RFP shall prevail.
- c. The Tenderer acknowledges that awarding of the Tender is based solely on the information supplied in the tender response, accordingly the relevant Terms and Conditions of the Request for Proposal and the tender response will be incorporated in the subsequent written agreement, unless otherwise provided by the uMshwathi Municipality.
- d. Other than providing rights to uMshwathi Municipality, nothing in this Tender Request and tender response should be construed to give rise to the Municipality having any obligations or liabilities whatsoever, express or implied.
- e. The successful Tenderer shall only be entitled to render services and/or provide goods to the uMshwathi Municipality once a separate written contract, which should be aligned to "GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT" (Please visit <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/default.aspx>) for further information issued in 2010 in this respect) and a service level agreement, has been signed by both the Tenderer and uMshwathi Municipality, whereupon the Request for Proposal and tender response will cease to have force and effect.

I, the undersigned certify that I have read, understand and accept all the bid/ tender conditions as listed above to be used when the bid is evaluated.

**NAME OF REPRESENTATIVE:**

**POSITION/ DESIGNATION:**

**SIGNATURE:**

**DATE:**

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# uMSHWATHI MUNICIPALITY

Bid Number: T2023/24/07

## SPECIFICATIONS

### SCOPE OF WORK

#### APPOINTMENT OF A PANEL SUITABLE TRAINING SERVICE PROVIDERS FOR THE PROVISION OF TRAINING PROGRAMS FOR A PERIOD OF THREE (3) YEARS

#### TERMS OF REFERENCE

##### 1. BACKGROUND

- 1.1 uMshwathi Municipality is committed in the training and development of its employees and as the employer of choice, the municipality is creating a learning environment within its Municipality as mandated by the *Skills Development Act No. 97 of 1998*, herein after referred to as the SDA.
- 1.2 The SDA aims to expand the knowledge and competencies of the labour force in order to improve productivity and employment.
- 1.3 The municipality is committed in fulfilling the following aims of the SDA :
- 1.4 To improve the quality of life of workers, their prospects of work and labour mobility
- 1.5 To improve productivity in the workplace and the competitiveness of employers
- 1.6 To increase the levels of investment in education and training in the labour market and to improve the return on that investment
- 1.7 To promote self-employment
- 1.8 To improve the delivery of services
- 2 In light of this the municipality seeks the services of **suitable and accredited service providers** to form part of its training panel for a period of **3 years**.

##### 2. OBJECTIVE

- 2.1 The purpose of this document is to call for proposals from qualified and competent accredited or licensed training providers to form part of a panel of Training Providers for uMshwathi Municipality, whose key mandate will be to provide learning & development programs to the municipality for a period of 3 years, i.e. **2023/24, 2024/25 & 2025/26** financial year.

##### 3. PROJECT SCOPE

- 3.1 uMshwathi Municipality staff complement is **204 employees** however the number may vary due to capacitation needs, undertaken recruitment processes and natural attrition.
- 3.2 The service provider must be available to render services at uMshwathi Municipality
- 3.3 The role of the training provider(s) will be to facilitate skills development training or programmes for the municipality. The training providers must offer a variety of fit for purpose training

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interventions, skills programs pitched at various levels and include various training methodologies, that will be delivered by professional training facilitators who are subject matter experts. The successful training provider(s) will be expected to provide training materials for the duration of the training/programs.

3.4 The Training Provider(s) will be required to prepare and provide a training or skills programs required as per the specification as and when required.

3.5 The Training Provider(s) will be required to indicate the type(s) of training they offer. A course outline must be attached for each training, skills program together with the unit standard ID where required, the NQF level, credits, duration and the target group for the specific learning intervention.

3.6 When the training is required, the municipality will request for quotations from three (3) or more Training Providers depending on their relevance to the required training to submit proposals for the required training. A training Provider who scores the highest points as per the functional requirements will be appointed for the required training.

3.7 The training providers will be expected to render services to the municipality on a wide range of interventions pertaining to, inter alia the following:

**Table 1: Required training programs for the 2023/24, 2024/25 and 2025/26 financial year. Training Service Providers are required to mark with and X the program (s) they can offer:**

No	Type of training	Training required	Unit Standards	No. of employees	Tick
1	Technical	Construction of head walls	261658 & 15168	5	
2		Installation of storm water pipes	15195 & 12903	5	
3		Kerbing and channels	14575	5	
4	Information Technology	POPIE Act		204	
5		Microsoft applications	113836	8	
6	Management development	Performance management system	11473	5	
		Performance Management Workshop	Not unit standard based	23	
7		Risk management workshop	Not unit standard based	24	
8	Business skills	Persuasive communication	12433	27	
9	Office Support and Administration	Report writing and minute taking	115790, 12153, 13934& 243951	14	
10	Financial Management	Credit Control workshop	Not unit standard based	3	
11	Local Government	Municipal Finance Management ( CPMD)		3	
12	Human	Employee Assistance	Not unit standard	2	

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	Resources	Program workshop	based		
And other training programs required in the following financial years					

The skills needs may change depending on the skills requirement at that particular time, i.e. the skills for the following financial years will be communicated to panel members as and when that particular skill is required. If the panel members do not have the accreditation for that particular new skill, then the employer may advertise for additional panel members.

#### 4. REQUIREMENTS

4.1 The bidders will be expected to demonstrate technical ability and capacity to undertake a project of this nature.

4.2 The successful training provider must fulfil the following requirements:

4.2.1 Experience and be qualified in offering the identified training and skills development programs, provide required support, and the detailed quality reports.

4.2.2 Proven successful record of providing highly effective training through the use of qualified trainers or facilitators.

4.2.3 Shortlisted bidders are required to provide detailed information with regard to the work of similar nature previously undertaken as well as period of such work, accompanied by 3 reference letters

4.2.4 A demonstrable methodology and approach to demonstrate the process to be followed in conducting successful training and skills development programs

4.2.5 The courses should be aligned to the National Qualifications Framework (NQF) and in some areas, courses may be in line with International standards.

4.2.7 Have a good track record of offering quick turn-around times in providing competence results (between 6 and 12 months)

4.2.8 Proven track record of project management skills/ ability;

4.2.9 The training provider must show proof of competent report writing experience;

4.2.10 The training provider must provide a detailed cost breakdown;

4.2.11 The training provider must have the required administrative capacity that is commensurate with delivery of a project of this nature; and

4.2.12 The Training providers may be required to make a presentation to uMshwathi Municipality on their value proposition;

4.2.13 Make recommendations on content and delivery mechanisms

4.2.14 Be accessible anytime during entire duration

4.2.15 Liaise with the Manager Learning & Development as and when required.

4.2.16 Reporting as and when required on the training provided with the ability to produce high-quality work within tight deadlines

4.2.17 Present the final closeout report to relevant stakeholders and governance structures

#### 5. RESPONSIBILITY OF THE SERVICE PROVIDER

5.1 Serve as the contracted training provider;

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- 5.2 Comply with relevant ETQA's accreditation requirements
- 5.3 Provide theory and practical (if applicable) education and training, and learner support aligned to the skills program and its Unit Standards;
- 5.4 Record, monitor and retain details of theory training provided to the learners;
- 5.5 Conduct or cause to be conducted all off-the-job and on-the-job formative assessments by registered assessors and be responsible for the summative assessments, if required
- 5.6 Where applicable form part of the panel to compile and conduct final summative assessment.
- 5.7 Inform the Employer of any non-attendance of the learners of any of the classes
- 5.8 The training provider will be responsible for the management of the skills programme on behalf of the employer and the responsibilities will include the following aspects:
  - 5.8.1 Contact with learners and the employer
  - 5.8.2 Record keeping including the following:
    - 5.8.2.1 Completing of attendance registers for each Unit Standard
    - 5.8.2.2 Assessment records for each Unit Standard
    - 5.8.2.3 Conducting all formative off-the-job and on-the-job assessments by accredited assessors and be responsible for the summative assessment
    - 5.8.2.4 Full record of progress of assessments, documenting education and work competencies
    - 5.8.2.5 Full record of progress of re-assessments
    - 5.8.2.6 Moderation of various assessments (classroom based and work place based)
    - 5.8.2.7 Full manual and computerised system of learner achievements
- 5.9 Co-ordination and monitoring of portfolio compilation for every learner
- 5.10 Uploading of learners records on the National Learner Record Database
- 5.11 Filing
- 5.12 Ensure that learners complete their Portfolio of Evidence on site under assessor supervision
- 5.13 Meeting with learners on an individual basis to check progress or assist learners where required.
- 5.14 Documentation and records of meetings
- 5.15 Providing necessary stationery required
- 5.16 Co-ordination of theory training and workplace experience which includes:
  - 5.16.1 Linking instructional learning with workplace experience in collaboration with workplace mentors and assessors
  - 5.16.2 The training service provider will be responsible for submitting statements of results (SOR) to the municipality from the relevant SETA
  - 5.16.3 Obtaining SOR's from relevant SETA
  - 5.16.4 Certification

## 6 PROJECT MANAGEMENT

- 6.1 The service provider will be reporting to the Manager Human Resources or her nominee, i.e. Human Resources Officer.

NB

- **Trainings that are provided by Professional Bodies, Service Providers Affiliated with Professional**

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**Providers, FET Colleges, Universities, National School of Governance and Municipal Stakeholders (SALGA, COGTA) will be excluded from Pool of Panel of Service Providers.**

- To ensure that quality training is provided, training facilitator’s relevant qualifications and experience shall be considered for each training provided.**
- All Service Providers will be required to resubmit their Accreditations every year or whenever they have new accreditation. Service providers accredited by LGSETA will need to submit proof of new accreditations after June 2024 and to also comply with the new requirements that will be detailed by LGSETA.**

**T1 TENDER PROCEDURES**

TENDER NO.	T2023/24/07				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**T1.1 TENDER NOTICE AND INVITATION****PART A  
INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)**

BID NUMBER:	T2023/24/07	CLOSING DATE:	23 November 2023	CLOSING TIME	12H00 PM
-------------	-------------	---------------	------------------	--------------	----------

DESCRIPTION	APPOINTMENT OF A PANEL SUITABLE TRAINING SERVICE PROVIDERS FOR THE PROVISION OF TRAINING PROGRAMS FOR A PERIOD OF 3 YEARS
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**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

BID RESPONSE DOCUMENTS SHALL BE DEPOSITED IN THE  
QUOTATION BOX SITUATED AT (STREET ADDRESS)

New Hanover (R33) Opposite New Hanover SAPS and be deposited in the municipality's **bid box** located at New Hanover Municipality's main office no later than **12h00 on Thursday, 23 November 2023**. Incomplete, emailed, faxed and late proposal documents will not be considered.

**SUPPLIER INFORMATION**

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
	Tax PIN No.:		CSD No:
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	FINANCE	CONTACT PERSON	Mrs. TT Mathenjwa
CONTACT PERSON	MRS. BG. NTINGA	TELEPHONE NUMBER	033 816 6822
TELEPHONE NUMBER	033 816 6800	FACSIMILE NUMBER	033 502 0286
FACSIMILE NUMBER	033 502 0286	E-MAIL ADDRESS	thulilem@umshwathi.gov.za
E-MAIL ADDRESS	bongisiwen@umshwathi.gov.za		

TENDER NO.	T2023/24/07				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

TENDER NO.	T2023/24/07				
		BIDDER	WITNESS	EMPLOYER	WITNESS



## ADVERT

**TENDER NOTICE NO: T2023/24/07**  
**CLOSING DATE: 23 NOVEMBER 2023**

### **APPOINTMENT OF A PANEL SUITABLE TRAINING SERVICE PROVIDERS FOR THE PROVISION OF TRAINING PROGRAMS FOR A PERIOD OF 3 YEARS**

In terms of section 110 of the Municipal Finance Management Act, (No. 56 of 2003), tenders are hereby invited for the provision of **employee physical fitness training for a period of three (3) years**.

Tender documents and specification are available and can be downloaded free on the National Treasury E-Tender Portal ([www.etenders.gov.za](http://www.etenders.gov.za)) and uMshwathi Municipality website ([www.umshwathi.gov.za](http://www.umshwathi.gov.za)) from **Monday, 23 October 2023**. The physical address for collection of tender documents is uMshwathi Municipality Main Offices, Main Road, Opposite Police Station, New Hanover upon payment of a non-refundable tender fee of **R475.00**, payable in cash only.

Tenders are to be submitted in a sealed envelope, clearly marked “**Appointment of a panel suitable training service providers for the provision of training programs for a period of 3 years, Bid No: T2023/24/07**” and deposited in the tender box situated in the reception area of the uMshwathi Municipal Offices in New Hanover, on or before the **closing date and time of 23 November 2023 at 12h00**, where the tenders will be opened in public. Late tenders or tenders received by way of facsimile or e-mail will, under no circumstances, be considered. All prices quoted shall be valid for 120 days.

All enquiries relating to these documents must be addressed to the General Manager Corporate Services, Mrs. TT Mathenjwa on 033 816 6800 or email: [thulilem@umshwathi.gov.za](mailto:thulilem@umshwathi.gov.za) during working hours, 07h30 to 16h00, Monday to Friday.

Tenders will be evaluated using Responsiveness criteria, functionality and the 80/20 principles of the Preferential Procurement Policy Framework Act, No. 5, 2000 with its 2022 Regulations. Functionality weight: Company Experience (30 points), Facilitator qualification and experience (30 points), Company profile and accreditation (30 points) and methodology (10 points), Proposals that fail to achieve minimum score of 70% will not qualify for further evaluation. The Municipality does not bind itself to accept the lowest or any proposal, either wholly or in part, or to give any reason for such.

#### **Claim for Specific Goals for 20 Points Allocation**

**To claim 20 points for specific goals, the company must have the following ownership:**

<b><u>GOALS</u></b>	<b><u>POINTS</u></b>	<b><u>VERIFICATION METHOD</u></b>
<b><u>Historical Disadvantaged Black Person</u></b> 100% Black Person Equal or greater than 51%	<b><u>Max 10</u></b> 10 05	<b><u>CIPC/ CSD</u></b>
<b><u>Historical Disadvantaged Women</u></b> 100% Black Person Equal or greater than 51%	<b><u>Max 5</u></b> 5 2.5	<b><u>CSD</u></b>
<b><u>Historical Disadvantaged Disabled Person</u></b> 100% Black Person Equal or greater than 51%	<b><u>Max 5</u></b> 5 2.5	<b><u>CSD</u></b>

Yours faithfully

Mr. N.M. Mabaso  
**Municipal Manager**

TENDER NO.	T2023/24/07				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**T2 RETURNABLE DOCUMENTS**

TENDER NO.	T2023/24/07				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## T2.1 LIST OF RETURNABLE DOCUMENTS

### 1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

- The **official Bid document** must be fully completed in indelible black ink and no retyping will be accepted. Where information requested does not apply to the Bidder and the space is left blank, it will be deemed to be not applicable.
- The Bidder must be in **good standing** to do business with the public sector, bidder or any its directors/ shareholders is listed on the National Treasury Register of Tender Defaulters i.t.o Prevention and Combating of Corruption Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The bidder must adhere to the **Pricing Instructions**,
- The **Municipal Bid Documents (MBDs) 4, 6.1, 8, 9** by the bidder must be completed and signed.
- Department of Labour valid letter of good standing Compensation for Occupational Injuries and Diseases Act (COIDA),
- Company municipal utility bill on rates proving no arrears for more than 3 months, in the case where the company is operating in areas where municipal charges are not applicable, both Proof of Resident (Ward Cllr) and Affidavit must be submitted or signed lease agreement and municipal utility bill on rates where a company is renting.
- Certified ID certificate(s) of all directors, members and/or shareholders,
- Business account bank confirmation letter.
- Central Supply Database (CSD) Number/ Report
- Company / CC / Trust / Partnership / registration certificates and
- Certificate of Authority for Signatory and Registration/ID.
- Each page of this document must be initialed failure to initial may result in your proposal being disqualified

TENDER NO.	T2023/24/07				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## SCHEDULE 1

### RESOLUTION OF BOARD OF DIRECTORS

**Resolution** of a meeting of the Board of Directors/ Members/ Partners of:

		(Enterprise Name)
Held at		
	(place)	
On		
	(date)	

**RESOLVED that:**

1	The enterprise submits a bid/ tender to uMshwathi Municipality in respect of the following project: <b>TENDER T2023/24/07: APPOINTMENT OF A PANEL SUITABLE TRAINING SERVICE PROVIDERS FOR THE PROVISION OF TRAINING PROGRAMS FOR A PERIOD OF 3 YEARS</b>	
2	Mr./ Mrs./ Ms.	
	In his/ her capacity as:	(position in the Enterprise)
	And who will sign as follows:	(Authorized signature)
	Be, and is hereby authorized to sign the bid/ tender, and any and all other documents and/or correspondence in connection with and relating to the bid/ tender, as to sign any contract, and any and all document, resulting from the of the bid/ tender to the enterprise mentioned above.	

**Directors/ Members/ Partners of:**

	Name	Capacity	Signature
1			
2			
3			

**Note:**

1. Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors/ Members/ Partners of the Enterprise.

**ENTERPRISE STAMP**

Not Compulsory

TENDER NO.	T2023/24/07				
		BIDDER	WITNESS	EMPLOYER	WITNESS

SCHEDULE 2

RECORD OF ADDENDA TO TENDER DOCUMENT

I/ we confirm that the following communication received from the uMshwathi Municipality before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: (attached additional pages if more space is require)

	Date	Title Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

I/ we confirm that no communications were received from uMshwathi Municipality before the submission of this tender offer, amending the tender documents.

NAME OF REPRESENTATIVE	SIGNATURE	DATE

TENDER NO.	T2023/24/07				
		BIDDER	WITNESS	EMPLOYER	WITNESS



## SCHEDULE 3

### COMPULSORY ENTERPRISE QUESTIONNAIRE

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

**Section 1: Name of Enterprise**

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

#### Section 3: Particulars of sole proprietors and partners in partnerships

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

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

#### Section 4: Particulars of companies and close corporations

4.1	Company Registration No.	
4.2	Close Corporation No.	
4.3	Tax Reference No.	

#### Section 5: Record in the service of the state

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

A member of any municipal council		An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the PFMA 1999 (Act 1 of 1999)	
A member of any provincial legislation		A member of an accounting authority of any national or provincial public entity.	
A member of the National Assembly or the National Council of Province		An employee of Parliament of provincial legislature.	
A member of the board of directors of any municipal entity.		An official of any municipality or municipal entity.	

TENDER NO.

T2023/24/07

BIDDER

WITNESS

EMPLOYER

WITNESS

# APPOINTMENT OF A PANEL SUITABLE TRAINING SERVICE PROVIDERS FOR THE PROVISION OF TRAINING PROGRAMS FOR A PERIOD OF 3 YEARS

Bid Number: T2023/24/07

## RESPONSIVENESS/ COMPLIANCE CHECK CRITERIA

**NB:** uMshwathi Municipality may verify any information submitted in terms of this bid and any information that is incorrect may result in that bid being automatically disqualified and not considered for further evaluation.

### RESPONSIVENESS CRITERIA

No bid will be considered by uMshwathi Municipality unless it meets the following responsiveness criteria (for the bid to be considered responsive, the bid **must** meet the following requirements amongst others):

### COMPULSORY RETURNABLE DOCUMENTS:

- The **official Bid document** must be fully completed in indelible black ink and no retyping will be accepted. Where information requested does not apply to the Bidder and the space is left blank, it will be deemed to be not applicable.
- The Bidder must be in **good standing** to do business with the public sector, bidder or any its directors/ shareholders is listed on the National Treasury Register of Tender Defaulters i.t.o Prevention and Combating of Corruption Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The bidder must adhere to the **Pricing Instructions**,
- The **Municipal Bid Documents (MBDs) 4, 6.1, 8, 9** by the bidder must be completed and signed.
- Department of Labour valid letter of good standing Compensation for Occupational Injuries and Diseases Act (COIDA),
- Company municipal utility bill on rates proving no arrears for more than 3 months, in the case where the company is operating in areas where municipal charges are not applicable, both Proof of Resident (Ward Cllr) and Affidavit must be submitted or signed lease agreement and municipal utility bill on rates where a company is renting.
- Certified ID certificate(s) of all directors, members and/or shareholders,
- Business account bank confirmation letter.
- Central Supply Database (CSD) Number/ Report
- Company / CC / Trust / Partnership / registration certificates and
- Certificate of Authority for Signatory and Registration/ID.
- Each page of this document must be initials failure to initial may result in your proposal being disqualified.

TENDER NO.	T2023/24/07				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**Claim for Specific Goals for 20 Points Allocation****To claim 20 points for specific goals, the company must have the following ownership:**

<b><u>GOALS</u></b>	<b><u>POINTS</u></b>	<b><u>VERIFICATION METHOD</u></b>
<b>Historical Disadvantaged Black Person</b> 100% Black Person Equal or greater than 51%	<b><u>10</u></b> 10 5	<b>CIPC/ CSD</b>
<b>Historical Disadvantaged Women</b> 100% Black Person Equal or greater than 51%	<b><u>5</u></b> 5 2.5	<b>CSD</b>
<b>Historical Disadvantaged Disabled Person</b> 100% Black Person Equal or greater than 51%	<b><u>5</u></b> 5 2.5	<b>CSD</b>

TENDER NO.	T2023/24/07				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## FUNCTIONALITY

The evaluation of this tender shall include functionality whereby the bids will be evaluated in terms of the evaluation criteria embodied in the bid documents.

- The minimum qualifying score for the functionality will be **70 out of 100 points (70%)** and the bids that fail to achieve the minimum qualifying score will not be consider for further evaluation.
- Only bids that achieved the minimum qualifying score for functionality will be evaluated

DESCRIPTION	POINTS AWARDED	MAXIMUM POINTS	VERIFICATION METHOD
<b>Company experience</b>  ( Full points will be allocated upon submission of both signed appointment and reference letters on official company letter head)			
Three (3) or more successful completed training projects	30	30	Signed Appointment letters accompanied by signed corresponding reference letters / letters of completion on official company letterhead
Two (2) successful completed training projects	20		
One (1) successful training project	10		
<b>Facilitator (s) experience and qualification</b> (Full points allocated upon submission of CV and required certified copies qualification)			
Relevant qualification of facilitator(s) as per selected training need in Table 1 with 5 years experience in facilitation  Submit proof of relevant qualification, valid and current accreditation letter of the facilitator/ valid registered Assessors, Facilitators and Moderators as per the selected training programs in Table 1  • Proof of relevant qualification submitted for all facilitators listed.  <b>NB: Bidders are not allowed to select a program if they do not have facilitators and moderators for those programs</b>	30	30	CV and certified copy of facilitator (s) qualifications/accreditation/valid Registered Assessors, Facilitators and Moderators as per the selected training programs
<b>Company profile and accreditation</b> (Certified copies of certificates to be attached)			

TENDER NO.	T2023/24/07				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Company profile & Accreditation letter of the Service Provider / accreditation certificate or program approval (approved) by SETA, QTCO professional body and or SAQA:  <b>NB: Bidders must provide valid and current accreditation letters/ License for the program which they have selected in table 1 above</b>	30	30	Current and valid accreditation certificate

### Training approach and methodology

( Comprehensive training approach and methodology)

Training Approach and Methodology Elaborate on the work procedures, with specific references to:  Breakdown of course content Training Plan Facilitation Assessments Management of training and Certification	10	10	Comprehensive approach and methodology is inclusive of all points mentioned in the bullets points above
Limited approach and methodology that does not cover all points	5		
No approach and methodology	0		

TENDER NO.	T2023/24/07				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## SITE INSPECTION CERTIFICATE

As required by the General Conditions of Contract. I/we visited the site of the works on the date specified below

I/we carefully examined the site, plans and contract documents, and have made myself/ourselves fully conversant with all the circumstances likely to influence the construction and cost of the works.

I/we further certify that I am/we are satisfied with the description of the works and the explanation given by or on behalf of the uMshwathi Municipality's representative at the inspection, and that I/we understand perfectly the work to be done, as specified and implied, in the execution of the contract.

SIGNATURE OF TENDERER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### SITE INSPECTION CERTIFICATE

This is to certify that (Company Rep) \_\_\_\_\_

Representing (Company Name) \_\_\_\_\_

Visited the site for this contract on \_\_\_\_\_

SIGNED : \_\_\_\_\_ For uMshwathi Municipality

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

STAMP

TENDER NO.	T2023/24/07				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## PRICING SCHEDULE

No	Type of training	Training required	Unit Standards	No. of employees	Price N/A at this stage
1	Technical	Construction of head walls	261658 & 15168	5	
2		Installation of storm water pipes	15195 & 12903	5	
3		Kerbing and channels	14575	5	
4	Information Technology	POPIE Act		204	
5		Microsoft applications	113836	8	
6	Management development	Performance management system	11473	5	
		Performance Management Workshop	Not unit standard based	23	
7		Risk management workshop	Not unit standard based	24	
8	Business skills	Persuasive communication	12433	27	
9	Office Support and Administration	Report writing and minute taking	115790, 12153, 13934& 243951	14	
10	Financial Management	Credit Control workshop	Not unit standard based	3	
11	Local Government	Municipal Finance Management (CPMD)		3	
12	Human Resources	Employee Assistance Program workshop	Not unit standard based	2	
And other training programs required in the following financial years					

**Bidders:- Please not the pricing schedule will be required when the services is required.**

**N/A at this stage as the pricing schedule will be required when the services is required.**

TENDER NO.	T2023/24/07				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## C1.1 FORM OF OFFER AND ACCEPTANCE

**BID No: T2023/24/07**

### **AGREEMENT AND CONTRACT DATA**

#### **i. Offer**

#### **BID No. T2023/24/07– APPOINTMENT OF A PANEL SUITABLE TRAINING SERVICE PROVIDERS FOR THE PROVISION OF TRAINING PROGRAMS FOR A PERIOD OF 3 YEARS**

The Bidder, identified in the Offer signature block, has examined the documents listed in the Bid Data and addenda thereto, and by submitting this offer has accepted the conditions of bid.

By the representative of bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder offers to perform all of 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 IS THE FOLLOWING:**

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

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

Or such other sum as may be ascertained in accordance with the contract.

I/we are registered VAT vendors and the above price INCLUDES VAT.

I/we acknowledge that the VAT vending status as disclosed on this tender form shall remain constant for all purposes under this contract and no claim for adjustment will be entertained for any such claim.

In the event of there being any errors of extension or addition in the priced schedule of quantities (and/or specification), I/we agree to their being corrected, the rates being taken as correct.

I/we undertake to complete and deliver the whole of the works comprised in the contract within the time stated.

I/we are formally associated by written agreement with the following firms, corporations or companies:

(Enter Nil if no affiliations)

I/we are fully paid up members in good standing of the following organisation(s):

(Enter Nil if no affiliations)

My/Our VAT vendor registration number is

TENDER NO.	T2023/24/07				
		BIDDER	WITNESS	EMPLOYER	WITNESS



I/We bank at the

branch of

where I/we have a

Account no.:

Bankers contact name \_\_\_\_\_ & tel. no. \_\_\_\_\_

I/we acknowledge that proof of the information entered in this offer required in terms of this document and/or provisional Letter of Acceptance, will be submitted and that the absence of such information or the failure to comply will render this offer unresponsive (invalid).

It is agreed and understood that this tender is valid for 4 months from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding contract between us.

I/We understand that uMshwathi Municipality is not bound to accept the lowest or any tender and acknowledge that the uMshwathi Municipality may, if in its absolute discretion good and sufficient grounds are brought to its attention in writing within 5 working days from date hereof, decline to consider my/our offer.

Yours faithfully

**SIGNATURE:**

	<b>CAPACITY:</b>	
--	------------------	--

ON BEHALF OF:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

Name of Witness

\_\_\_\_\_

Signature of Witness

\_\_\_\_\_ Date: \_\_\_\_\_

TENDER NO.	T2023/24/07				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## uMSHWATHI MUNICIPALITY

### Appointment of a panel suitable training service providers for the provision of training programs for a period of 3 years

Bid Number: T2023/24/07

## GENERAL CONDITIONS OF CONTRACT

### TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law

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TENDER NO.	T2023/24/07				
		BIDDER	WITNESS	EMPLOYER	WITNESS

31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

## 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the tendering documents for the receipt of tenders.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad 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 tenderer, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer 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.

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- 1.16 "Imported content" means that portion of the tendering price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the tender will be manufactured.
- 1.17 "Local content" means that portion of the tendering price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manager's Representative" shall mean the Special projects Manager of uMshwathi Municipality.
- 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 "Municipality" shall mean the uMshwathi Municipality.
- 1.20 "Municipal Manager" Or 'Manager" shall mean the Municipal Manager of uMshwathi Municipality.
- 1.21 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.22 "Project site," where applicable, means the place indicated in tendering documents.
- 1.23 "Purchaser" means the organization purchasing the goods.
- 1.24 "Republic" means the Republic of South Africa.
- 1.25 "SCC" means the Special Conditions of Contract.
- 1.26 "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.
- 1.27 "Supplier" means the successful tenderer who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.28 "Tenderer" shall mean the person or persons undertaking to supply the respective Services specified herein and shall include the legal personal representative, successors and assigns of the Supplier.
- 1.29 "Tort" means in breach of contract.
- 1.30 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.31 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## 2. Application

- 2.1 These general conditions are applicable to all tenders, contracts and orders including tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tendering documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

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### 3. General

- 3.1 Unless otherwise indicated in the tendering documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a tender. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to tender are usually published in locally distributed news media and on the municipality/municipal entity website.

### 4. Standards

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

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

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

### 6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

### 7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful tenderer 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 located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tendering 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.

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## 8. Inspections, tests and analyses

- 8.1 All pre-tendering testing will be for the account of the tenderer.
- 8.2 If it is a tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the tenderer or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the tendering documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## 9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## 10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

## 11. Insurance

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

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## 12. Transportation

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

## 13. Incidental Services

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

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

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

## 14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. Warranty

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

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

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

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- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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.

#### **17. Prices**

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

#### **18. Variation orders**

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

#### **19. Assignment**

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

#### **20. Subcontracts**

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

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

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- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) If the supplier fails to perform any other obligation(s) under the contract; or
  - (c) If the supplier, in the 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 any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

## **24. Antidumping and countervailing duties and rights**

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

## **25. Force Majeure**

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

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

## **28. Limitation of Liability**

- 28.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.2 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28.3 Except in cases of criminal negligence or willful 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.

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### 31. Notices

- 31.1 Every written acceptance of a tender shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his tender or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### 32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any tenderer whose tax matters are not in order. Prior to the award of a tender SARS must have certified that the tax matters of the preferred tenderer are in order.
- 32.4 No contract shall be concluded with any tenderer whose municipal rates and taxes and municipal services charges are in arrears.

### 33. Transfer of contracts

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

### 34. Amendment of contracts

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

### 35. Prohibition of restrictive practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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**PRICING SCHEDULE**

(Professional Services)

Name of Bidder: ..... Bid Number: RFQ.....

Closing Time: .....H.....

Closing Date ...../...../ 2023

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF A QUOTE.

Item	Description	Quantity	Unit Price in RSA Currency (All applicable taxes included)	Quote Price in RSA Currency (All applicable taxes included)
1.				
2.				
3.				
4.				
5.				
6.				
	<b>Sub Total</b>			
	Add VAT 15%			
	<b>Total tendered price</b>			

- The accompanying information must be used for the formulation of proposals.
- Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....
- Persons who will be involved in the project and rates applicable (certified invoices must be rendered in terms hereof)

4. **PERSON AND POSITION****HOURLY RATE****DAILY RATE**

..... R .....-..... R .....-.....

..... R .....-..... R .....-.....

..... R .....-..... R .....-.....

..... R .....-..... R .....-.....

..... R .....-..... R .....-.....

**TOTAL**

R.....-.....

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5. Period required for commencement with project after acceptance of bid .....Days
6. Estimated man-days for completion of project ..... Days
7. Are the rates quoted firm for the full period of contract? \*YES/ NO.
8. **If not** firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....

.....

.....

- Required by: **uMshwathi Municipality**
- At: **New Hanover Main Office; Opposite Police Station; New Hanover; 3230**
- Brand and Model: .....
- Country of Origin: .....
- Does the offer comply with the specification(s)? \*YES/NO
- **If not** to specification, indicate deviation(s): .....
- Period required for delivery ..... **Days**  
\*Delivery: Firm/Not firm
- Delivery basis: .....

**Note:** All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

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**MBD 4**  
**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state\*.
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 and/or take an oath declaring his/her interest.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state\*

<b>NO</b>	<b>YES</b>
-----------	------------

3.6.1 If so, furnish particulars.

.....

3.7 Have you been in the service of the state for the past twelve months?

**YES / NO**

3.7.1 If so, furnish particulars.

.....

\* 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.

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.....

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

**YES/NO**

3.8.1 If so, furnish particulars.

.....

.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

3.9.1 If so, furnish particulars

.....

.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

**YES / NO**

3.10.1 If so, furnish particulars.

.....

.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

**YES / NO**

3.11.1 If so, furnish particulars.

.....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

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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:

Name of Director	
Related company (CSD No.)	

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

Full Name	Identity Number	State Employee Number

## 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.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE
DATE	CAPACITY
COMPANY NAME: _____	



**MBD 6.1**  
**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for **Specific Goals**.

**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 R30 000.00 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 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) **Specific Goal**.

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 <b>SPECIFIC GOALS</b>	20
<b>Total points for Price and Specific Goals</b>	<b>100</b>

1.4 Failure to submit CIPC Registration document and/or Central Data Base Report.

1.5 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.

**2. DEFINITIONS**

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- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“Highest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to the other tenders;
- 2.3 **“lowest acceptable tender”** means a tender that complies with all the specifications and conditions of tender and has lowest price compared to the other tenders;
- 2.4 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“price”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts;
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.10 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.11 **“non-firm prices”** means all prices other than “firm” prices;
- 2.12 **“person”** includes a juristic person;
- 2.13 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.14 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.15 **“specific goals”** means specific goals as contemplated in section 2 (1)(d) of the Act which may include contracting with persons or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- 2.16 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.17 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

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### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for specific goals.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific goals, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

- $P_s$  = Points scored for comparative price of bid under consideration
- $P_t$  = Comparative price of bid under consideration
- $P_{\min}$  = Comparative price of lowest acceptable bid

### 5. Points awarded for a **Specific Goals**

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for a **specific goals stated in the tender advert** in accordance with the table below:

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

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Specific Goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points allocated (80/20 system) To be completed by the bidder
Race HDP (Black Equity Ownership)	10	
Gender HDP (HDP Women Equity Ownership)	5	
Disability HDP	5	

## 6 DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of firm : .....

6.2 VAT registration number : .....

6.3 Company registration number : .....

### 6.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium  
☐ One person business/sole propriety  
☐ Close corporation  
☐ Company  
☐ (Pty) Limited

[TICK APPLICABLE BOX]

### 6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

### 6.6 COMPANY CLASSIFICATION

- ☐ Manufacturer  
☐ Supplier  
☐ Professional service provider  
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

### 6.7 MUNICIPAL INFORMATION

Municipality where business is situated .....

Registered Account Number .....

Stand Number .....

6.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS. ....

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6.9 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 **Specific Goals** indicated in paragraph 5 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.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 5, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the **Specific Goals** 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

**WITNESSES:**

1. ....

.....  
SIGNATURE(S) OF BIDDER(S)

2. ....

DATE:.....

ADDRESS:.....

.....

.....

.....

TENDER NO.	T2023/24/07				
		BIDDER	WITNESS	EMPLOYER	WITNESS

## CONTRACT FORM – RENDERING OF SERVICES

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

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1

TENDER NO.	T2023/24/07				
		BIDDER	WITNESS	EMPLOYER	WITNESS

**CONTRACT FORM – RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I **NHLANHLA M. MABASO** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference number **T2023/24/07** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	SPECIFIC GOAL

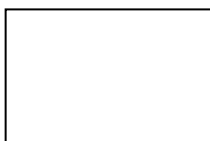
4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) NHLANHLA M. MABASO

SIGNATURE .....

OFFICIAL STAMP



WITNESSES

1. ....

MBD 8

TENDER NO.	T2023/24/07				
		BIDDER	WITNESS	EMPLOYER	WITNESS

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

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><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.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><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></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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		BIDDER	WITNESS	EMPLOYER	WITNESS



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

### CERTIFICATION

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

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

<b>NAME OF REPRESENTATIVE</b>		<b>AUTHORIZED SIGNATURE</b>	
<b>DATE</b>		<b>CAPACITY</b>	
<b>NAME OF ENTERPRISE:</b> _____			

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		BIDDER	WITNESS	EMPLOYER	WITNESS

## 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.

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		BIDDER	WITNESS	EMPLOYER	WITNESS

## MBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

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

in response to the invitation for the bid made by:

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

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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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
  - (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

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		BIDDER	WITNESS	EMPLOYER	WITNESS

STATEMENT OF PREVIOUS EXPERIENCE

The nomination of services, preferably of a similar nature. The requirements in this bid and which the service provider has successfully provided required for the evaluation purpose.

Failure to comply with either of these requirements may the tender be disqualified for further evaluation.

NAME OF ORGANIZATION	NATURE OF WORK	CONTACT PERSON	CONTACT NUMBER	PRICE

AUTHORIZED SIGNATURE: ..... NAME OF REPRESENTSTIVE..... DATE: .....

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# COMMITMENT OF TENDERER

Kindly provide particulars of commitments, which the tenderer is presently engaged and/ or involved with:

NAME OF ORGANIZATION	NATURE OF WORK	CONTACT PERSON	CONTACT NUMBER	PRICE

AUTHORIZED SIGNATURE: ..... NAME OF REPRESENTSTIVE..... DATE: .....

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		BIDDER	WITNESS	EMPLOYER	WITNESS

ALTERATIONS BY SERVICE PROVIDER

Should the service provider desire to make any changes or modifications to the contract or specification, then the service provider shall set out the proposals clearly on this sheet or, alternatively, state them in a covering letter attached to the quotation, and mention the letter/s on this sheet. If the form is not filled in, the quotation will be deemed to have been based upon this document.

If no departures or modifications are desired, this sheet must be marked **NIL**, and **signed by the Bidder**.

PAGE	CLAUSE OR ITEM

BIDDER: ..... DATE .....

TENDER NO.	T2023/24/07				
		BIDDER	WITNESS	EMPLOYER	WITNESS