

**uMLALAZI MUNICIPALITY**

**TENDER NO. : KZN ULM 16/24/25**

**TENDER DOCUMENT FOR:**

**DEVELOPMENT OF REVENUE ENHANCEMENT STRATEGY**

**CLOSING DATE: 23 APRIL 2025 AT 12:00**

|  |  |
| --- | --- |
| **COMPILED BY**: Finance Department  P O BOX 37  Butcher Street, 3815 | **SCM OFFICES ADDRESS**  KV Challenor Street ( Industrial Areas)  ESHOWE, 3815 |
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**SERVICE PROVIDER’S DETAILS:**

|  |  |
| --- | --- |
| **NAME OF SERVICE PROVIDER** |  |
| **CONTACT PERSON** |  |
| **E-MAIL ADDRESS** |  |
| **TELEPHONE NUMBER** |  |
| **PHYSICAL ADDRESS** |  |
| **POSTAL ADDRESS** |  |

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# NOTICE



**UMLALAZI MUNICIPALITY**

**RE-ADVERTISEMENT**

**Notice No. 40/24/25**

**INVITATION FOR THE SUBMISSION OF TENDERS**

|  |  |  |  |
| --- | --- | --- | --- |
| **TENDER DESCRIPTION** | **TENDER NUMBER** | **CLOSING DATE AND TIME** | **FUNCTIONALITY** |
| **DEVELOPMENT OF REVENUE ENHANCEMENT STRATEGY** | KZN ULM  **16/24/25** | 23 April 2025 at 11 KV Challenor Street, Eshowe at 12h00 | * Experience on similar projects = 30 * Key Personnel / Expertise & competencies = 20 * Methodology =20 * Locality= 10 |

Tenderers are hereby invited in terms of Section 112 of the Local Government: Municipal Finance Management Act 56 of 2003 read with uMlalazi Supply Chain Management Policy to undertake the following:-

Sealed tenders endorsed **tender number and description** must reach the Municipal Manager, uMlalazi Municipality, and must be hand delivered and placed in the Tender Box at the Municipal Buildings, KV Challenor Street, Eshowe by no later than 12h00 on the above stipulated dates.

This tender will be evaluated based on returnable documents, functionality and price where 80/20 point system as per stipulated specific goals of thistender in terms of Preferential Procurement Regulations, 2022.

Bidders who meet the functionality requirements will be called for presentations.

Specific Goals: -

|  |  |  |  |
| --- | --- | --- | --- |
| **NO.** | **Categories** | **Weight** | **80|20** |
| **1.** | **Ownership Goals**:   * an EME or QSE which is at least 100% owned by black people * an EME or QSE which is at least 51% owned by black people * an EME or QSE which is at 25% - 50% owned by black people | **100%**  60%  20% | **10**  6  2 |
| **2.** | **Reconstruction & Development Programme Goals**:   * Enterprise Located within uMlalazi Municipality * Enterprise Located within District Municipality = 2 * Enterprise Located within the Province = 1 | **100%**  50%  25% | **4**  2  1 |
| **3.** | **SMME Development (EME and QSE):**   * an EME or QSE which is at least 100% owned by black people * an EME or QSE which is at least 51% owned by black people * an EME or QSE which is at 25% - 50% owned by black people | **100%**  50%  25% | **4**  2  1 |
| **4.** | **Combination of other goals:**   * an EME or QSE that is 100% owned by : Black ( Youth , Women , Disabled People ,Military Veterans), residing within uMlalazi Municipality | **100%** | **2** |
|  |  | **100%** | **20** |

Registration on the Councils Database is preferred prior to the submission and closing of the tender. It is the responsibility of the Tenderer to ensure that the Data Base registration documents are received by the Supply Chain Management Office. Further information in this regard can be obtained from the Supply Chain Management Unit on 035 – 473 3300 ext. 3445. Tenderers are requested to register on Central Supplier Database (CSD)

Tender documents must be collected **at the Municipal offices Financial Services Revenue Section, Hutchinson Street, Eshowe on Monday to Fridays from 08:30 to 14:30. Tender Documents will be available from 07 April 2025 up to 16 April 2025 at a non-refundable cost of R1000.00 and will be available on eTenders Portal at no cost.** EFT payments will be accepted and must be made on or before 16:00 pm on the last day of **purchasing tender document. Payment may be deposited to uMlalazi Municipality as per the** following banking details; First National Bank; Account Number 52191090523, Branch 220230, use company name as reference. **Proof of payment will required to receive tender document.**

**There will be no briefing session,** for further information or clarities contact Mr. Khulekani Nxumalo on **071 883 5179** or email: khulekanin@umlalazi.gov.za during normal office hours.

Late tenders, telegraphic or facsimiled tenders will **NOT** be accepted. Canvassing in the gift of Municipality is strictly prohibited and will lead to disqualification of tenders. UMlalazi Local Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole/ part of the bid.

**MR. N.N. SHANDU**

**MUNICIPAL MANAGER**

Display date: 03 April 2025

**Definitions**

The following terms shall be interpreted as indicated:

1. “**Closing time**” means the date and hour specified in the bidding documents for the receipt of bids.
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.
3. “**Contract price**” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
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.
5. "**Countervailing duties**" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
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.
7. “**Day**” means calendar day.
8. “**Delivery**” means delivery in compliance of the conditions of the contract or order.
9. “**Delivery ex stock**” means immediate delivery directly from stock actually on hand.
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 supplies are so delivered and a valid receipt is obtained.
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.
12. ”**Force majeure**” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable, 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.
13. “**Fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
14. “**GCC**” means the General Conditions of Contract.
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.
16. “**Manufacture**” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
17. “**Order**” means an official written order issued for the supply of goods or works or the rendering of a service.
18. “**Project site**,” where applicable, means the place indicated in bidding documents.
19. “**Municipality or Client”** means the organization purchasing the goods and services.
20. “**Republic**” means the Republic of South Africa.
21. “**SCC”** means the Special Conditions of Contract.
22. **“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.
23. “**Written”** or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

# INSTRUCTIONS AND CONDITIONS OF TENDER

* 1. **RETURN OF DOCUMENT**

The completed and signed set of Tender Documents shall be sealed in an envelope endorsed

“**DEVELOPMENT OF THE REVENUE ENHANCEMENT STRATEGY**” must reach the Municipal Manager, uMlalazi Municipality, by hand and placed in the Tender Box at the SCM offices, KV Challenor road (Industrial Area), by no later than 12:00 pm on the date as per advert where they will be opened in public.NB: Late tenders, telegraphic or facsimile tenders will not be considered.

* 1. **COMPLETION OF TENDER DOCUMENT**
* Tender document must duly completed in very manner
* Forms in this tender document must be completed and signed.
* All pages allocated signing spaces must be signed
* Tenderers will make provision for all machinery, labour, material, equipment and all non-incidentals needed for the execution and completion of the project in accordance with the tender documents.
  1. **AUTHORITY FOR SIGNING**

Authority to sign the documents on behalf of the tenderer must be submitted with the tender and remain in force unless replacement submission is made and accepted by the municipality.

* 1. **ACCEPTANCE OF TENDERS**
     1. The Bidder or a competent authorised representative of the Professional Service Provider who submitted the tender has attended the compulsory briefing meeting (if applicable to this tender).
     2. The tender offer is signed by a person authorised to sign on behalf of the Bidder.
     3. A Bidder who submitted a tender as a Joint Venture if accepted in the bid document, must include an acceptable Joint Venture Agreement in this bid.
     4. Acceptance of the tender will not guarantee that the programme, methods and other details will be approved. Municipality may consider reviewing such prior entering into a contract agreement.
     5. The Municipality does not bind itself to accept the lowest or any other bid and reserves the right to accept the whole part of the bid.
     6. The uMlalazi Municipality will not be held responsible for any cost incurred for submitting this tender.
     7. Failure to comply with the foregoing instructions may lead to the tender not being considered.
     8. When the bid is accepted, the successful tenderer will be informed and the contract negotiated indicating the financial implications and terms of service will be entered into.
     9. **In terms of Section 38 of the Supply Chain Management Policy the Municipality reserves the right to reject any Bid**:

1. If any municipal rates and tariffs or municipal service charges owed by that Company owner or any of its directors to the municipality or municipal entity or to any other municipality or municipal entity are in arrears for more than 3 (three) months.
2. Who in last 5 (five) years has failed to perform satisfactory on a previous contract with the municipality or municipal entity or any other organization of state after written notice was given to that Service Provider that performance was unsatisfactory.
   * 1. Canvassing in gift of Municipality is strictly prohibited and will lead to disqualification of the Proposal.
     2. Registration on the Councils Database shall be mandatory to the successful bidder. This will apply on final award of this tender.
   1. **LIST OF COMPULSORY RETURNABLE DOCUMENTS TO BE SUBMITTED BY TENDERER**

|  |  |  |
| --- | --- | --- |
| **Item** | **Description** | **Remark** |
|  | Valid tax clearance certificate (original) valid as at date of tender closing | Compulsory |
|  | Company / CC /Trust / Partnership / Registration certificates and Certified copies of identity document of Directors / Owners / Members / Shareholders, Joint Venture Agreement and Power of Attorney in case of Joint Ventures | Compulsory |
|  | Proof of registration with CSD | Compulsory |
|  | Rates Clearance Certificate | Compulsory |
|  | Preferential Procurement Points claim from in terms of the preferential procurement regulations 2022 | Compulsory |
|  | Verification documents for Preferential Procurement Points for specific goals (refer to MBD 6.1) | Further evaluation |
|  | Declaration of interest | Compulsory |
|  | Declaration of Bidders past Supply Chain Management practices | Compulsory |
|  | Certificate of Independent Bid Determination | Compulsory |
|  | Certificate of authority to sign documents | Compulsory |
|  | Record of addenda to tender document | Compulsory |
|  | Amendments or qualifications by the tenderer if applicable | Compulsory |

* 1. **EVALUATION METHOD**

1. Compulsory returnable documents.
2. Functionality
3. Price and preferential procurement system as specified in the bid.
   1. **VALIDITY PERIOD**

The tender undertakes that bid will be valid for a period of **120 (Hundred and twenty**) days and that the Tenderer will not retract or change the tender during the period that the uMlalazi Municipality is scrutinizing the acceptance thereof.

* 1. **COMPETENCE OF KEY PERSONNEL AND QUALITY** 
     1. To carry out and complete work the Proffessional Service Provider shall employ only such person as are careful competent and efficient in their various professions. All key personnel presented by the tenderer during bidding stage for evaluation purposes must be maintained or remain unchanged for the duration of the contract “ no substitution without municipity’s written approval will be allowed’’
     2. Appointed bidder will be required to maintain all quality presented during bidding process which has significantly influenced decision making in awarding of this tender, this shall be part of the service level agreement.
  2. **LOCATION AND GEOGRAPHICAL SIZE OF THE MUNICIPALITY**

The administrative center of uMlalazi Local Municipality (KZN284) (Eshowe) is situated along the north eastern coast of Kwa Zulu Natal, 140km north east of Durban. UMlalazi municipality is located within King Cetshwayo District. Geographically, the municipal area covers 2 217km² and consist of 28 electoral wards with dominance of rural wards, and there are 14 tribal authority areas of which AmaKhosi are custodians thereof on behalf of the Ingonyama Trust Board.

* 1. **INSPECTION**

The successful tenderer must be acquainted with uMlalazi Municipality area. The service provider must make his own arrangements to familiarize themselves with area of work.

* 1. **PRICING INSTRUCTIONS** 
     1. The offer or price may be subjected to negotiation, not exceeding the applicable rates as per Engineering Council of South Africa (ECSA). Should consensus is not reached on negotiations, municipality reserves a right to move to the next service provider.
     2. Offer must be inclusive of skill transfer as applicable as per specifications of this tender as articulated in the scope of work.
     3. The fees shall be paid in line with the Engineering Council of South Africa (ECSA) guidelines breakdown in terms of percentage of project phases.
     4. The price must be unconditional.
     5. **The offer will be all inclusive** of disbursement or and additional services that will be determined on each project to be allocated***. No additional services or disbursement will be paid except where not those not included in the pricing schedule.***
     6. It is the responsibility of the Consultant to establish triggered additional services that are stated in the pricing schedule or form of offer prior submitting the bid. **This includes Environmental Impact Assessment (EIA) and Water Use License Authorization (WULA).**
     7. Tenderers to submit tender prices in accordance with the description, requirements of each project specifications issued by the Municipality. **The price must be unconditional.**
     8. Normal fees will be adjusted to actual project costs after contractor’s appointment and final project costs is determined.
     9. Recoverable costs will not be subjected to actual project costs or change of project size.
     10. All prices quoted shall be inclusive of Value Added Tax (VAT) if the contractor is registered as vat vendor.
     11. Prices quoted must include complete delivery of services including level of construction monitoring stated in specification.
     12. Vendors not registered for Value Added Tax with SARS will be treated as Non VAT vendors
     13. Consultants submitting quotation should be registered with Central Suppliers Database, CSD number must be supplied. If supplier is not registered they cannot be considered. If supplier wants to be registered with CSD they must go to www.csd.gov.za and get themselves registered.
  2. **PAYMENT INSTRUCTION:-** 
     1. Payment will be made by the municipality to the Service Provider upon delivery of service, which payment will be made via electronic transfer of funds to the Contractor’s financial institution subject receipt of a valid tax invoice accompanied with relevant supporting documents specified in this contract.
     2. No payment will be made if such work fall outside the ambit of the contract and approved **Contract Price**, all variation orders must be approved in writing by a person authorized to do so.
     3. The disbursement fees shall be paid in terms of the form of offer and written approval shall be obtained from the client before any additional services is rendered by the consultant.
     4. The Service Provider is obliged to submit the invoice together with all supporting documents required by Project Manager including deliverables.
     5. Valid tax invoice must be submitted on the last day of each month and payment shall be made in 30 days after date of invoice.

* + 1. In the event that the Municipality is not satisfied with the performance of the Service Provider, the Municipality shall give written notice to this effect to the Service Provider providing sufficient detail and a reasonable time frame to enable the Service Provider to rectify such performance.
    2. In the event of the entire amount or a portion of the invoice being disputed by the Municipality, only the portion in dispute shall be withheld from payment, until the dispute is resolved. The undisputed portion shall be paid to the Service Provider within the stipulated time frames.
    3. The Service Provider shall immediately give notice of any circumstances preventing them from completing their obligations in terms of the contract
  1. **PENALTIES** 
     1. If within the period(s) specified in the contract, the Municipality shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, an amount of **R150 per calendar day** of the delay until actual delivery or performance. The Municipality may also consider applying termination clause of the contract should non-compliance with delivery timeframes constitutes gross breach of this contract.
     2. Failure to deliver the goods or service within the period(s) specified in the contract as a result of an event of force majeure, the service provider must report in writing with evidence required and Municipality shall assess the submission on its discretion.
     3. Notwithstanding the provisions of **penalties and termination Clauses**, 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
  2. **AMENDMENTS UPWARD OF TENDERED PRICE**

1. Tenders must further note and accept that any variance upward of the prices tendered will not be considered by Municipality as a reason to amend the said tendered price.
2. Any attempts to invoke an increase in tendered price will render the tender invalid and it will be discarded.
   1. **COST OF TENDER**

The Municipality does not hold itself liable for any or all of the costs involved by the tender in compiling a tender. Should a tender withdraw an offer after being given written acceptance thereof all costs of re-advertising will be for that tenderer’s account.

* 1. **ALTERNATIVE**

Should a tenderer wish to submit an alternative, he may do so subject to the tender being submitted additional to and based on the specifications as listed in the tender document. Any letter or documents describing such alternative must be in duplicate.

* 1. **MANDATORY OBJECTION PERIOD**

All administrative actions and decisions taken by the Municipality through its officials may become subject to an appeal process. As such, in terms of Section 62 of the Municipal Systems Act 32 of 2000, a period of fourteen (14) days will be set aside to allow for the submission of appeals against the award / process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appointed appeal panel sets aside the appointment of the successful bidder as the service provider for this contract, the appointment will then be confirmed by the municipality in writing.

* 1. **OTHER GENERAL TERMS AND CONDITIONS OF THIS BID**
  2. Awarding of contract will be subject to the Service Provider’s acceptance of offer in writing.
  3. Project personnel requirements will be confirmed during project initiation and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Municipality.
  4. All secretarial services such as arranging meetings, setting of agenda’s and minute taking shall be the responsibility of the Service Provider.
  5. No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the uMlalazi Local Municipality except where duly authorized to do so in writing by the uMlalazi Local Municipality.
  6. The successful Service Provider agrees to keep all records and information of, or related to the project confidential and not discloses such records or information to any third party without the prior written consent of uMlalazi Local Municipality.
  7. **CONTRACTAGREEMENT/SERVICE LEVEL AGREEMENT**

The successful Service Provider shall sign a Service Level Agreement/ Contract with the Municipality.

# SPECIFICATIONS OF TENDERS

**GUIDELINE**

**3.1. BACKGROUND**

Bids are invited from suitable experienced and qualified service providers to submit proposals to develop revenue enhanced strategy that will assist the Municipality addresses all its the revenue and debtors collection challenges and also enhancing and increasing the Municipality’s revenue base. The service provider will be expected to perform an environmental assessment and analysis in order to identify focus areas to enhance management of revenue.

The following is the snapshot of the debtor’s books as at 31 December 2024



The municipality has contracted the services of external debt collectors, including attorneys for the recovery of outstanding debts. Included in the above snapshot, are amounts owed by government departments within Kwa-Zulu Natal, Public Works being the leading debtor and parastatals, namely Eskom and Transnet. Further to that, the municipality operates a licensing/testing station but limited to only code 8 driver’s licenses.

The strategy must include detailed initiatives and implementation plans for each of the strategic focus area identified. The strategy on debt collection must be developed for all debtors with the exception of Government debt. It should focus in the formulation and implementation of strategies to improve financial management and controls within the municipality. In addition, the Strategy must outline key initiatives that will improve the revenue management organisation with the view to turn it around into an effective organisational machinery that helps the municipality increase its revenue base. The desired outcome from these initiatives is a stable and improved financial position for the municipality, not grants dependent, and therefore an improved service delivery position.

* 1. **PROJECT DURATION**

**3.2.1** Strategy must be delivered within 90 days from date of appointment.

1. **DETAILED PROJECT PHASES**

**4.1. INCEPTION**

Establish client requirements and preferences, refine user needs and options, appointment of necessary consultants, and establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies.

1. Assist in developing a clear project brief.
2. Attend project initiation meetings.
3. Advise on procurement policy for the project.
4. Advise on the rights, constraints, consents and approvals.
5. Define the services and scope of work required.
6. Conclude the terms of the agreement with the client.

1. Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
2. Determine the availability of data, drawings and plans relating to the project.
3. Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly.
4. Provide necessary information within the agreed scope of the project to other consultants involved.
5. Deliverables will typically include:
6. Agreed services and scope of work.
7. Signed agreement.
8. Report on project, site and functional requirements.
9. Schedule of required surveys, tests, analyses, site and other investigations.
10. Schedule of consents and approvals and related lead times.

**4.2. CONCEPT AND VIABILITY (ALSO TERMED PRELIMINARY DESIGN)**

Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project).

1. Agree documentation programme with other consultants if involved.
2. Attend design and consultants meetings.
3. Establish the concept design criteria.
4. Prepare initial concept design and related programmes.
5. Advise the client regarding further surveys, analyses, test, and investigations which may be required.
6. Establish regulatory authorities’ requirements and incorporate into the design.
7. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
8. Establish access, utilities, services and connections required for the design.
9. Prepare preliminary process designs – preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
10. Provides costs estimates and comment on life cycle costs as required.
11. Liaise, co-operate and provide necessary information to the client and other consultants if involved.

**4.3. DESIGN DEVELOPMENT (ALSO TERMED DETAIL DESIGN)**

Develop the approved concept to finalise the design, outline specifications, cost plan, financial

viability and programme for the project).

1. Review documentation programme with other consultants involved.
2. Attend design and consultants meetings.
3. Incorporate clients and authorities’ detailed requirements into the design.
4. Incorporate other consultants’ designs and requirements into the design as may be required.
5. Prepare design development drawings including draft technical details and specifications.
6. Review and evaluate design and outline specification and exercise cost control.
7. Prepare detailed estimates of construction cost.
8. Submit the necessary design documentation to local and other authorities for approval.

**4.4. DOCUMENTATION AND PROCUREMENT**

Prepare procurement and construction documentation, construction documentation, confirm and

implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.)

1. Attend design and consultants meetings.
2. Prepare specifications and preambles for the works.
3. Check cost estimates and adjust designs and documents if necessary to remain within budget.
4. Prepare documentation for the contractor procurement.
5. Review designs, drawings and schedules for compliance with approved budget. Call for tenders and/or negotiation of prices and or/ assist the principal consultant where relevant.
6. Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.
7. Evaluate tenders.
8. Prepare contract documentation for signature.
9. Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.

**4.5. CONTRACT ADMINISTRATION AND INSPECTION**

Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.

1. Attend site handover.
2. Carry out contract administration procedures in terms of the contract.
3. Prepare schedules of predicted cash flow
4. Prepare pro-active estimates of proposed variations for client decision making.
5. Attend regular site, technical and progress meetings.
6. Review the contractor’s quality control programme and advice and agree a **quality assurance plan.**
7. Inspect the **works** for quality and conformity to contract documentation, not less than once every 2 weeks during the course of the **works**.
8. Review the outputs of quality assurance procedures and advise the **contractor** and **client** on the adequacy and need for additional controls, inspections and testing.
9. Adjudicate and resolve financial claims by contractor(s).
10. Assist in the resolution of contractual claim by the **contractor.**
11. Establish and maintain a financial control system.
12. Clarify details and descriptions during construction as required.
13. Prepare valuations for payment certificates to be issued by the principal agent.
14. Instruct witness and review all tests and mock ups carried out both on and off site.
15. Check and approve contractor drawings for design intent.
16. Update and issue drawings register.
17. Issue contract instructions and when required.
18. Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
19. Inspect the works and issue practical completion and defects lists.
20. Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals.

**4.6. CLOSE-OUT**

Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project.

1. Inspect and verify the rectification of defects.
2. Receive, comment and approve relevant payment valuations and completion certificates.
3. Prepare and/ or procure as-built drawings and documentation.
4. Conclude the final accounts where relevant.
5. **KEY OUTPUTS AND DELIVERABLES**
6. Inception
7. Concept and Viability (also termed Preliminary Design)
8. Design Development (also termed Detail Design)
9. Contract Administration, Inspection and site supervision
10. Close-out
11. **REPORTING**
12. **TIME FRAMES FOR PROJECT MILE STONE**

|  |  |
| --- | --- |
| **Key mile stone** | **Time Frame** |
| Preliminary Design | Will be determined on each project specifications |
| Final design |
| Tendering stage documentation |
| Contract Administration |
| Close Out report |

* 1. **The following conditions also apply:**

1. Failure to transfer skills shall constitute breach of this contract.
2. Skill transfer to take place at Company office submitted at tender stage or at Municipal office where appropriate.
3. Editable version documents will be produced and left with the municipality for future use.
4. Only professional registered person be used to transfer skills.
5. Prior arrangements be made municipality nominated personnel to ensure his/her availability.
6. **MONITORING, REPORTING REQUIREMENTS AND PERFORMANCE MANAGEMENT** 
   1. Monitoring, reporting requirements and performance includes but not limited to:
7. Submit, written reports on the project progress as per the agreed reporting requirements.
8. The service provider should be available to present progress reports during the contract.
   1. **Format of communication** - All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail). All plans and contract documents submitted for approval shall be in hardcopy format.
   2. **MANAGEMENT MEETINGS**
   3. To be able to manage the contract, the Employer and Consultants will have various meetings, to proactively and jointly manage and minimise adverse risks to the project. The attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.
   4. Regular meetings of a general nature may be convened and chaired by the *Employer’s Agent* as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Title and purpose | Approximate time & interval | Location | Attendance by: |
| Risk register and compensation events | Every two weeks | To be confirmed | *Employer’s Agent, Consultant* |
| Overall contract progress and feedback | Monthly | To be confirmed | *Employer’s Agent, Consultant* |

* 1. Meetings of a specialist nature may be convened as specified elsewhere in this Scope or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *services*. Records of these meetings shall be submitted to the *Employer’s Agent* by the person convening the meeting within five days of the meeting.
  2. All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.
     1. **Time frames for deliverables and penalties** will be based on the approved programme as form part of the annexures.
     2. **Consultant’s key persons:**

The Service Provider shall at all times maintain the involvement of the key personnel as the exigencies of this contract require.

The service provider must supply key staff throughout the duration of the contract:

* + - 1. Project Leader/ Project Manager:

Project Leader will ultimately be responsible for all works undertaken on this contract and as such shall at a minimum be expected to do the following:

1. be the primary contact person at the service provider and shall compile, receive and respond to all contractual communications between the service provider and the Employer.
2. review, approve and sign all reports being submitted
3. attend all start-up meetings, site inspections and design discussion meetings.
4. attend all Supply Chain meetings as described in Stage 4.
5. attend all site clarification meetings
   * + 1. Project Designer:

The project designer shall be the technical expert for this appointment and as such shall at a minimum be expected to do the following:

1. Review, approve and sign design related reports and drawings being submitted
2. Attend all start-up meetings, site inspections and design discussion meetings
3. Carry out all detailed visual assessments.
4. Inspect trial pits and trial trenches on site during investigations.
5. Attend Supply chain meetings as described in Stage 4.
6. Attend Site clarification Meetings.
7. Advise on technical issues during construction contracts.
8. **CLOSE OUT REPORT PROCESS**

1. Inspect and verify the rectification of defects.
2. Receive, comment and approve relevant payment valuations and completion certificates.
3. Prepare and/ or procure as-built drawings and documentation.
4. Conclude the final accounts where relevant.
5. **FORM OF OFFER**

**TENDER KZN ULM 16/24/25**

The Municipal Manager

uMlalazi Municipality

P O Box 37

ESHOWE

3815

Sir,

I/We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ do hereby tender for the **DEVELOPMENT OF THE REVENUE ENHANCEMENT STRATEGY** as per specifications and scope of work in the tender document for an amount of:-

Total carried from pricing schedule, in figures (Exclusive of VAT) R \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**15% VAT** (**if vat registered**) R \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total carried from pricing schedule, in figures (Inclusive of VAT) R \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total amount in words:

The above fees include all required information or resources to complete the tender as per the specifications.

Until such time that a formal agreement is compiled and accepted, these tenders will be in conjunction with your acceptance or the persons acting on your behalf and will be a binding contract between both parties.

Upon the terms set out in the conditions of tender, I/We hereby acknowledge that:-

1. I/We have read and acquainted myself/ourselves with the terms and conditions of tender and understand the purpose thereof and agree that all such conditions shall form part of this tender;

2. This Offer may be accepted by uMlalazi Municipality by signing the Form of Acceptance within the period of validity stated in this Tender document, whereupon the Tenderer becomes the **Service Provider** in terms of this this contract.

**THE CONDITIONS OF TENDER I/WE READ AND ACCEPT**

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

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

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

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

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

**Address:** …………………………………………………………………………………………………..

**Telephone number:**  ……………………. **Fax number:** ………………………………………..

**Witness Signature:** ……………………………………………………………………………………….

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

**Date:**……………………………………………………………………………………………………….

***[Failure of a Tender’s to sign this form will invalidate the tender]***

# FORM OF ACCEPTANCE

**-Contract No: KZN ULM 16/24/25**

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

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

**Name (in capitals) : MR N.N. SHANDU**

**Capacity : MUNICIPAL MANAGER**

**Name of Employer : uMLALAZI MUNICIPALITY**

**Address : P.O BOX 37**

**ESHOWE**

**3815**

**Witness Signature : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name (in capitals) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

# FORMS TO BE COMPLETED BY THE TENDERER

**COMPULSORY DOCUMENTATION**

# TAX CLEARANCE

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

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

**SIGNED ON BEHALF OF TENDERER**: ………….......................................................

# 

# COMPANY / CC / PARTNERSHIP / JV / SP REGISTRATION CERTIFICATES & ID DOCUMENTS OF ALL DIRECTORS

*[****NOTE:*** *Registration Certificates for Companies, Close Corporations and Partnerships, or JV Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors must be attached here. Tenderers must include certified ID copies of all directors, members and partners]*

**In addition to the above, the tenderer must insert here certified copy of identity documents of all directors**

**ATTACH PROOF TO THIS PAGE**

**SIGNED ON BEHALF OF TENDERER**: …………......................................................

# PROOF OF CENTRAL SUPPLIER DATABASE REGISTRATION

***NOTE:*** *attach full summary of CSD report*

**ATTACH PROOF TO THIS PAGE**

**SIGNED ON BEHALF OF TENDERER**: …………......................................................

# RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE

In terms of Clause 38 of the Supply Chain Management Policy the uMlalazi Municipality reserves the right to reject any tender if any municipal rates and tariffs or municipal service charges owed by that tenderer or any of its directors to the municipality or to any other municipality or municipal entity are in arrears for more than 3 (three) months.

Tenderers are required to submit proof of payment of municipal rates and tariffs for the municipality in which the business is situated/ located.

This serves to confirm that m**y company’s municipal rates and taxes are paid up to date and the following is attached**:

1. An copy of the most recent municipal statement not older than 3 months, indicating the status of payment of all municipal accounts and taxes, electricity, water, refuse, rates and levies, from the Municipality in which jurisdiction it’s business is situated or;

2. In the case where the tenderer does not own property/is a tenant for the purpose of its business establishment, the tenderer to provide copy of lease agreement and a recent statement from its landlord certifying that all the tenants payments in respect of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies are paid up to date or;

3. In a case where the Service Provider cannot supply any of the above. The person would have to obtain a Rate Clearance Certificate from the Municipality that the person resides in. Service Provider would need a certified copy of the ID of all Directors and a certified copy of the company’s CK Tendering, to obtain a certificate ; or

4. Tenders who are **not** registered with any municipality for the payment of rates and services due to their location may submit proof of residence / business address certified by a Municipal Councillor, but only if the residence is the same address as the business address; and

**Attach proof to this page in terms of the above**

**SIGNED ON BEHALF OF TENDERER**: …………......................................................

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

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

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

1. **GENERAL CONDITIONS**
   1. The following preference point systems are applicable to invitations to tender:

* the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
* the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
  1. **To be completed by the organ of state**

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

1. The applicable preference point system for this tender is the 90/10 preference point system.
2. The applicable preference point system for this tender is the 80/20 preference point system.
3. Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
   1. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
4. Price; and
5. Specific Goals.
   1. **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

|  |  |
| --- | --- |
|  | **POINTS** |
| **PRICE** | 80 |
| **SPECIFIC GOALS** | 20 |
| **Total points for Price and SPECIFIC GOALS** | **100** |

* 1. Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
  2. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

1. **DEFINITIONS**
2. **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
3. **“price”** means an amount of money tendered for goods or services, andincludes all applicable taxes less all unconditional discounts;
4. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
5. **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
6. **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

**FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**POINTS AWARDED FOR PRICE**

3.1.1 **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

**80/20 or 90/10**

or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

POINTS AWARDED FOR PRICE

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

80/20 or 90/10

or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

1. **POINTS AWARDED FOR SPECIFIC GOALS** 
   1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
   2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
2. an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

1. any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

The specific goals will be applied in in terms of section 2(1)(a)(i) of the municipal supply chain policy to advance targeted groups as follows:

* Youth
* Women
* People living with disabilities
* Local businesses & SMME’s

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **5.2.1 SUMMARY TABLE FOR CALCULATION OF PRERERENTIAL POINTS FOR SPECIFIC GOALS** | | | | |
|  |  |  | <R50 Million | >R50 Million |
| **NO.** | **Categories** | **Weight** | **80|20** | **90|10** |
| **1** | Ownership Goals | 50% | 10 | 5 |
| **2** | Empowerment Goals | 20% | 4 | 2 |
| **3** | Reconstruction & Development Programme Goals | 20% | 4 | 2 |
| **4** | Other Goals (Specify) | 10% | 2 | 1 |
|  |  | **100%** | **20** | **10** |

**5.2.2 SPECIFIC GOAL NO.1-OWNERSHIP CATEGORY**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **#** | **Specific Goal(s)** | **Weight** | **80|20 PP** | **90|10 PP** | **Verification** |
|  | **Ownership Categories :** |  |  |  |  |
| **1** | **EME and QSE** |  |  |  |  |
|  | **1. an EME or QSE which is at least 100% owned by black people;** | **100%** | **10** | **5** | **Sworn Affidavit - QSE/EME General** |
|  | **2. an EME or QSE which is at least 51% owned by black people;** | **60%** | **6** | **3** | **Sworn Affidavit - QSE/EME General** |
|  | **3. an EME or QSE which is at 25% - 50% owned by black people;** | **20%** | **2** | **1** | **Sworn Affidavit - QSE/EME General** |
|  |  |  |  |  |  |
| **2** | **Broad Based Black Economic Empowerment :** |  |  |  |  |
|  | **BBBEE Level 1** | **100%** | **10** | **5** | **BBBEE Certificate** |
|  | **BBBEE Level 2** | **60%** | **6** | **3** | **BBBEE Certificate** |
|  | **BBBEE Level 3 & Below** | **20%** | **2** | **1** | **BBBEE Certificate** |
|  |  |  |  |  |  |
| **3** | **Ownership %** |  |  |  |  |
| **a)** | **Women Ownership(\*Must be South African)** |  |  |  |  |
|  | **ownership - 100% : Black ( Youth , Women , Disabled People ,Military Veterans)** | **100%** | **10** | **5** | **ID Copies : Directors |Co. Registration | CSD | Shareholders Certificate** |
|  | **ownership - > 51% : Black ( Youth , Women , Disabled People ,Military Veterans)** | **80%** | **8** | **4** | **ID Copies : Directors |Co. Registration | CSD | Shareholders Certificate** |
|  | **ownership - 25% - 50% : Black ( Youth , Women , Disabled People ,Military Veterans)** | **40%** | **4** | **2** | **ID Copies : Directors |Co. Registration | CSD | Shareholders Certificate** |
|  | **ownership - 100% : White ( Youth , Women , Disabled People ,Military Veterans)** | **20%** | **2** | **1** | **ID Copies : Directors |Co. Registration | CSD | Shareholders Certificate** |
| **b)** | **Men Ownership(\*Must be South African)** |  |  |  |  |
|  | **Men ownership - 100% : Black ( Youth , Men , Disabled People ,Military Veterans)** | **80%** | **8** | **4** | **ID Copies : Directors |Co. Registration | CSD | Shareholders Certificate** |
|  | **Men ownership - > 51% : Black ( Youth , Men , Disabled People ,Military Veterans)** | **40%** | **4** | **2** | **ID Copies : Directors |Co. Registration | CSD | Shareholders Certificate** |
|  | **Men ownership - 25% - 50% : Black ( Youth , Men , Disabled People ,Military Veterans)** | **20%** | **2** | **1** | **ID Copies : Directors |Co. Registration | CSD | Shareholders Certificate** |
|  |  |  |  |  |  |
| **4** | **Youth Development : (Below 35 Years )** |  |  |  |  |
|  | **Youth ownership - 100% : Black** | **100%** | **10** | **5** | **ID Copies : Directors |Co. Registration | CSD | Shareholders Certificate** |
|  | **Youth ownership - > 51% : Black** | **80%** | **8** | **4** | **ID Copies : Directors |Co. Registration | CSD | Shareholders Certificate** |
|  | **Youth ownership - 25% - 50% : Black** | **40%** | **4** | **2** | **ID Copies : Directors |Co. Registration | CSD | Shareholders Certificate** |
|  | **Youth ownership - 100% : White** | **20%** | **2** | **1** | **ID Copies : Directors |Co. Registration | CSD | Shareholders Certificate** |

**5.2.3 SPECIFIC GOAL NO.2 –EMPOWERMENT CATEGORY**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **#** | **Specific Goal(s)** | **Weight** | **80|20** | **90|10** | **Verification** |
|  | **Sub-Contracting :** |  |  |  |  |
| **1** | **EME and QSE** |  |  |  |  |
|  | 1. an EME or QSE which is at least 100% owned by black people; | 100% | 4 | 2 | Sworn Affidavit - QSE/EME General |
|  | 2. an EME or QSE which is at least 51% owned by black people; | 50% | 2 | 1 | Sworn Affidavit - QSE/EME General |
|  | 3. an EME or QSE which is at 25% - 50% owned by black people; | 25% | 1 | 0,5 | Sworn Affidavit - QSE/EME General |
|  |  |  |  |  |  |
| **2** | **Local Economic Development Sub-Contracting (10%-30%) and 40 % where it is technically possible and subject to pre-approval.** |  |  |  |  |
|  | 1. Enterprise 100% owned by Youth | 100% | 4 | 2 | ID Copies : Directors |Co. Registration | CSD | Shareholders Certificate |
|  | 1. Enterprise 100% owned by Disabled People | 100% | 4 | 2 | ID Copies : Directors |Co. Registration | CSD | Shareholders Certificate |
|  | 1. Enterprise 100% owned by Women | 100% | 4 | 2 | ID Copies : Directors |Co. Registration | CSD | Shareholders Certificate |
|  | 2. Enterprise owned by Black People with CIDB Grading 4 or Less | 100% | 4 | 2 | ID Copies : Directors |Co. Registration | CSD | Shareholders Certificate |
|  | 3. Enterprise 100% owned by Military Veteran | 100% | 4 | 2 | ID Copies : Directors |Co. Registration | CSD | Shareholders Certificate |
|  | 3. Enterprise owned by Black Men with at least 51% | 50% | 2 | 1 | ID Copies : Directors |Co. Registration | CSD | Shareholders Certificate |
|  |  |  |  |  |  |

**5.2.4 SPECIFIC GOAL NO 3- RDP CATEGORY**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **#** | **Specific Goal(s)** | **Weight** | **80|20 PP** | **90|10 PP** | **Verification** |
|  | **Reconstruction and Development :** |  |  |  |  |
| **1** | **Promotion of Local Business(s)** |  |  |  |  |
|  | 1. Enterprise Located within the uMlalazi Local Municipality | 100% | 4 | 2 | Utilities : Directors or Co.| Affidavit | Existing Lease Agreement /councilor or Induna letters |
|  | 2. Enterprise Located within the King Cetshwayo District Municipality | 50% | 2 | 1 | Utilities : Directors or Co.| Affidavit | Existing Lease Agreement |
|  | 2. Enterprise Located within the Province | 25% | 1 | 0,5 | Utilities : Directors or Co.| Affidavit | Existing Lease Agreement |
|  |  |  |  |  |  |
| **2** | **SMME Development (EME and QSE)** |  |  |  |  |
|  | 1. an EME or QSE which is at least 100% owned by black people; | 100% | 4 | 2 | Sworn Affidavit - QSE/EME General |
|  | 2. an EME or QSE which is at least 51% owned by black people; | 50% | 2 | 1 | Sworn Affidavit - QSE/EME General |
|  | 3. an EME or QSE which is at 25% - 50% owned by black people; | 25% | 1 | 0,5 | Sworn Affidavit - QSE/EME General |
| **3.** | **Job Creation and Community upliftment** |  |  |  |  |
|  | 1.Community upliftment project (e.g. housing , schools ,infra donations etc.) equal to at least 0.5% of project Value | 100% | 4 | 2 | Bidder to propose |
| **4** | 2. Creation of Jobs /Labour intensive activities | 100% | 4 | 2 | Bidder to propose |

**SPECIFIC GOAL NO 4 – OTHER GOALS**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |
| **#** | **Specific Goal(s)** | **Weight** | **80|20 PP** | **90|10 PP** | **Verification** |
|  | **Other Categories :** |  |  |  |  |
| **1** | ***Combination of any other goals*** |  |  |  |  |
|  | User departments may combine any specific goals under categories 1,2 and 3 above in a manner that will help evaluate and apply preference points to the tender | 100% | 2 | 1 | *--Relevant Verification Documentation--* |

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

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **The specific goals allocated points in terms of this tender** | **Number of points**  **allocated**  **(90/10 system)**  **(To be completed by the organ of state)** | **Number of points**  **allocated**  **(80/20 system)**  **(To be completed by the organ of state)** | **Number of points claimed**  **(90/10 system)**  **(To be completed by the tenderer)** | **Number of points claimed (80/20 system)**  **(To be completed by the tenderer)** |
|  | N/A |  | N/A |  |
| **Ownership Goals**: **# 1**   * an EME or QSE which is at least 100% owned by black people * an EME or QSE which is at least 51% owned by black people * an EME or QSE which is at 25% - 50% owned by black people |  | **10** |  |  |
| **Reconstruction & Development Programme (RDP) Goals**: **Promotion of Local Business** **# 1**   * Enterprise Located within uMlalazi Municipality * Enterprise Located within District Municipality * Enterprise Located within the Province |  | **4** |  |  |
| **Reconstruction & Development Programme (RDP) Goals**:**SMME Development (EME and QSE) #2**   * an EME or QSE which is at least 100% owned by black people * an EME or QSE which is at least 51% owned by black people * an EME or QSE which is at 25% - 50% owned by black people |  | **4** |  |  |
| **Other Goals: Combination of other goals**: **#1**   * an EME or QSE that is 100% owned by : Black ( Youth , Women , Disabled People ,Military Veterans), residing within uMlalazi Municipality |  | **2** |  |  |
| **TOTAL** |  | **20** |  |  |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

* 1. Name of company/firm…………………………………………………………………….
  2. Company registration number: …………………………………………………………...
  3. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[Tick applicable box]

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

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the Service Provider may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
4. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have-
   1. disqualify the person from the tendering process;
   2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
   3. 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;
   4. recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
   5. forward the matter for criminal prosecution, if deemed necessary.

……………………………………….

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME**:…………………………………………….

**DATE:**………………………………………

**ADDRESS**:…………………………………………………………….

………………………………………………………………………………………………………………………………………………………………………………………………

……………………….…………..………………………………………………………………………….

…………………………………………………………………………….

# ATTACH DOCUMENTS VERIFICATION OF PREFERENTIAL PROCUREMENT POINTS FOR SPECIFIC GOALS

The bidder to attach documents required for verification of specific goals indicated on **table 1** of the preferential procurement points for specific goals (form MBD 6.)

**SIGNED ON BEHALF OF TENDERER: .......................................................................**

# 

# DECLARATION OF INTEREST

**MBD 4**

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her positionin relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

…………………………………………………………………………………………………

* 1. Identity Number:

………………………………………………………………………………………….………

* 1. Position occupied in the Company (director, trustee, shareholder²):

…………………………………………………………………………………...……………….

* 1. Company Registration Number:

……………………………………………………………………………………………..…..…

* 1. Tax Reference Number:

……………………………………………………………………………………………….…

* 1. VAT Registration Number:

…………………….……………………………………………………………………………

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

(a) 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);

(b) any municipality or municipal entity;

(c) provincial legislature;

(d) national Assembly or the national Municipality of provinces; or

(e) Parliament.

²”Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state?

**YES / NO**

* + 1. If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

…………………………………………………………….……....………………………………

Name of state institution at which you or the person connected to the bidder is employed :

………………………………………………………………………………………….…………

Position occupied in the state institution:

…………………………………………………………….………………………………………

Any other particulars:

………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

* + 1. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

**YES / NO**

* + - 1. If yes, did you attached proof of such authority to the bid document?

**YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

* + - 1. If no, furnish reasons for non-submission of such proof:

………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………...………………………………………

* 1. Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

**YES / NO**

* + 1. If so, furnish particulars:

………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………...…………………………………………………….

* 1. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by thestate and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

* + 1. If so, furnish particulars:

………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………...…………………………………………………….

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

**YES/NO**

2.10.1. If so, furnish particulars:

………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………...…………………………………………………….

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES/NO**

2.11.1. If so, furnish particulars:

………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………...…………………………………………………….

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Full Name** | **Identity Number** | **Personal Tax Reference Number** | **State Employee Number / Persal Number** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

4 DECLARATION

I, THE UNDERSIGNED (NAME)………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE IS CORRECT, AND THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………….. ..……………………………………………

Signature Date

…………………………………. ………………………………………………

Position Name of bidder

# DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

**MBD 8**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Question** | **Yes** | **No** |
| 4.1 | Is the bidder or any of its directors listed on the National Treasury’s database as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied). | Yes | No |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  **To access this Register enter the National Treasury’s website,** [**www.treasury.gov.za**](http://www.treasury.gov.za)**, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.** | Yes | No |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes | No |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes | No |
| 4.4.1 | If so, furnish particulars: | | |

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME)…………………………………………………**

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

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

**………………………………………... …………………………..**

**Signature Date**

**………………………………………. …………………………..**

**Position Name of Bidder**

# 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:

**uMlalazi Municipality**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Municipality / Municipal Entity)

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Bidder)

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

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

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

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

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;

(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without

consultation, communication, agreement or arrangement with any competitor.

However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

(a) prices;

(b) geographical area where product or service will be rendered (market

allocation)

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and

conditions of the bid; or

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

8. In addition, there have been no consultations, communications, agreements or

arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

1. 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.
2. 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

References

**¹ Includes price quotations, advertised competitive bids, limited bids and tenders.**

**² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

**³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

# CERTIFICATE OF AUTHORITY TO SIGN DOCUMENT

The Municipal Manager

uMlalazi Municipality

P O Box 37

ESHOWE

3815

**AFFIDAVIT**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the undersigned hereby declare that by resolution dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ I am authorized to sign these documents on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNED AT THIS DAY OF 2025**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**WITNESS**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TENDERER**

1. **RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

|  |  |  |
| --- | --- | --- |
| **No.** | **Date** | **Title or Details** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |

**Compulsory Note:**

1. Addendum issued by Municipality comes part of this bid and it is compulsory to every bidder to submit it with the bid.
2. If the bidder did not receive addendum through the email address provided in the briefing attendance register on the date agreed, it is the responsibility of the bidder to send an email in the email address provided in this document to request the said addendum.

NAME: ………………………………… POSITION: ……………………………

SIGNATURE: .......................................… DATE: …….......................................

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

1. **AMENDMENTS OR QUALIFICATIONS BY TENDERER**

|  |  |
| --- | --- |
| **PAGE** | **DESCRIPTION** |
|  |  |

If the tenderer does not wish to make any amendments to the tender documents nor any qualifications to his/her tender, the above space shall be crossed out and the words "NIL" written above the line.

**NB:** An amendment must leave the original document substantially intact.

**SIGNED ON BEHALF OF TENDERER**: .......................................................................

# FUNCTIONALITY

**Note: the bidder must achieve minimum of 66 % (53 Points) in functionality.** The Table below reflects **evaluation functionality components** and the overall weighting on each **Criteria component** of the functionality are as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| * + - 1. **BIDDER’S PREVIOUS EXPERIENCE** | | | |
| The bidder to demonstrate comprehensive proven experience on previously completed similar projects in **the past 6 years,** | | | |
| **Rating for Criteria** | **Guidelines For Criteria Application** | **Max Points** | **Verification Method** |
| **Excellent** (Points = 30) | Three (3) or more completed similar projects. | **30** | Attach appointment letters/ purchase orders and positive referral letters from previous Clients |
| **Good** (Points = 20) | Two (2) completed similar projects. |
| **Satisfactory** (Points = 15) | One (1) completed similar projects. |
| **Marginal** (Points = 10) | Bidder has relevant experience in relation to the project or completed only project of similar nature. |
| **Poor** (Points = 0) | Bidder has no experience |
| * + - 1. **KEY PERSONNEL (Required expertise**) | | | |
| Experience of the key staff (assigned personnel) in relation to the scope of work must reflect the following:   1. General experience (total duration of professional activity), level of education and training and positions held of each key staff member/expert member; 2. The education, training and experience of the key staff member/experts in the specific sector, field, subject, etc. which is directly linked to the scope of work; 3. The key staff members’/experts’ knowledge of issues which the tenderer considers pertinent to the assignment eg. Dealing with government sphere, Local conditions, affected communities, legislation, techniques etc. | | | |
| The CV should be structured under the following headings:   1. Personal Particulars 2. Name of institutions for tertiary education and dates associated therewith; 3. Qualifications (e.g. diploma; degrees etc., grades of membership of professional societies and professional registrations); 4. Name of current employer and position in enterprise; 5. Overview of post graduate experience (year, organization and position); and outline of recent assignments / experience that has a bearing on the scope of work. | | | |
| * 1. **PROJECT LEADER/PROJECT MANAGER ( Specify Post tittle if required)** | | | |
| **Rating for Criteria** | **Guidelines For Criteria Application** | **Max Points** | **Verification Method** |
| **Very Good** (Points = 20) | Outstanding levels of project specific education, training and experience (5 or more years of experience) | **20** | Attach curriculum Vitae (C.V) with traceable reference, certified Copies of Qualifications, professional registration certificates and identity document.  **NB: No point will be awarded if the current employer is not the bidding company** |
| **Good** (Points = 15) | Extensive levels of project specific education, training and experience (4 years of experience) |
| **Satisfactory** (Points = 10) | Reasonable levels of project specific education, training and experience (3 years of experience) |
| **Marginal** (Points = 5) | Limited levels of project specific education, training and experience; (2 years of experience) |
| 1. **METHODOLOGY / APPROACH PAPER** | | | |
| **Rating for Criteria** | **Guidelines For Criteria Application** | **Max Points** | **Verification Method** |
| The approach paper must respond to the scope of work with specific reference to sourcing of grant funding for municipal infrastructure projects. The approach paper should articulate and demonstrate bidder’s understanding of undertaking projects series of activities (as per scope of work) in sequence order.  The Tenderer must as such explain his/her understanding of the objectives and deliverables of the assignment and the Employer’s stated and implied requirements, highlight the issues of importance, and explain the approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources to meet the requirements. | | | |
| **Excellent** (Points = 20) | Besides meeting the “good” rating, important  issues are approached in an innovative and efficient way, indicating that the tenderer has a clear understanding and knowledge of state- of-the-art approaches. The methodology / approach paper details ways to improve the assignment’s deliverables | **20** | Attach proposed methodologies aligned with the scope of works as outlined in the bid description and scope |
| **Good** (Points = 15) | The methodology and approach are specifically tailored to address the specific assignment’s objectives, deliverables and requirements and is  sufficiently flexible to accommodate  changes that may occur during execution. The quality plan is specifically tailored to the critical characteristics of the assignment |
| **Satisfactory** (Points = 10) | The methodology and approach are reasonably aligned with the assignment’s objectives and  deliverables. The approach deals somewhat with the characteristics of the assignment. |
| **Marginal** (Points = 5) | The methodology and approach are generic and not tailored to address the specific assignment’s objectives, deliverables and requirements. The  approach does not adequately deal with the critical characteristics of the assignment. The quality plan is too generic. |
| **Poor** (Points = 0) | The methodology and approach are poor/are unlikely to satisfy project objectives, deliverables or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the assignment. |
| 1. **LOCALITY ( Business Location)** | | | |
| The Bidder must indicate and submit proof of operating office/ workshop as applicable proximity. | | | |
| **Rating for Criteria** | **Guidelines For Criteria Application** | **Max Points** | **Verification Method** |
| **Very Good (**Points = 10) | Bidder operating within King Cetshwayo District | **10** | Attach Proof of address |
| **Good** (Points = 5) | Bidder operating within Kwa-Zulu Natal Province |
| **Satisfactory** (Points = 3) | Bidder operating within South Africa |
| **OVERALL TOTAL** | | **80** |  |

# TENDERER’S PROVEN EXPERIENCE ON PROJECTS SUBMITTED ABOVE

**Assessment of bidder’s previous performance by independent reference: Tender No: KZN UML 12/24/25**

This must be sent by bidder to the reference listed in the experience of tenderer schedule. All assessment forms must be submitted together with projects appointment letters on company letterhead of previous employer.

|  |  |
| --- | --- |
| **Name of Bidder** |  |
| **Completed Contract / Project Name** |  |
| **Contract No** |  |
| **Commencement Date** |  |
| **Contract Duration** |  |
| **Contract Completion Date** |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Your assessment of the Contractor’s performance in the following areas: Please tick one of the blocks on the right hand side 1 = very poor, 2 = Poor, 3= Fair, 4 = Good, 5= Excellent | | **Performance Rating** | | | | |
| 1 | 2 | 3 | 4 | 5 |
| Quality of office administration | |  |  |  |  |  |
| Competence nominated project leader | |  |  |  |  |  |
| Co-operation during contract | |  |  |  |  |  |
| Quality of workmanship | |  |  |  |  |  |
| Time management and programme management | |  |  |  |  |  |
| Rectification of condemned work | |  |  |  |  |  |
| Quality of documentation | |  |  |  |  |  |
| Quality of software and system used | |  |  |  |  |  |
| Adequacy of professional support | |  |  |  |  |  |
| Stakeholder Engagement | |  |  |  |  |  |
|  | |  |  |  |  |  |
| Any other remarks considered necessary to assist in evaluation of the contract  …………………………………………………………………………………………………………………………………………………………………………………………………………………………………… | | | | | | |
| **Name of person completing this assessment form** |  | | | | | |
| **Representing Firm** |  | | | | | |
| **Telephone Number** |  | | | | | |
| **Email Address** |  | | | | | |
| **Date of Assessment** |  | | | | | |

|  |
| --- |
| I hereby declare that information completed above is true and correct and I understanding that I will be held responsible for any misrepresentation.  **Client Signature:……………………………………** |

Note: the evaluation schedule/project will not be considered if provided details are not traceable. **Bidders to make extra copies, or request additional copies via email provided.**

|  |
| --- |
| Official Company Stamp of company giving reference: |

**SIGNED OF TENDERER**: ............................

# BIDDERS PREVIOUS EXPERIENCE

Attach appointment letters/ purchase orders and positive referral letters from previous Clients

**SIGNED ON BEHALF OF TENDERER**: .......................................................................

# EXPERIENCE OF PROJECT LEADER/ PROJECT MANAGER

Attach curriculum Vitae (C.V) with traceable reference, certified Copies of Qualifications, professional registration certificates and identity document.

**NB: No point will be awarded if the current employer is not the bidding company**

**SIGNED ON BEHALF OF TENDERER**: .......................................................................

# METHODOLOGY

Attach proposed methodologies aligned with the scope of works as outlined in the bid description and scope

**SIGNED ON BEHALF OF TENDERER**: .......................................................................

# LOCALITY

Attach appointment letters/ purchase orders and positive referral letters from previous Clients

**SIGNED ON BEHALF OF TENDERER**: .......................................................................