

LEKWA LOCAL MUNICIPALITY



LEKWA LOCAL
MUNICIPALITY

THE APPOINTMENT OF 5 x QUALIFIED AND ACCREDITED TRAINING SERVICE PROVIDERS TO SERVE ON LEKWA LOCAL MUNICIPALITY'S PANEL OF TRAINING SERVICE PROVIDERS FOR 36 MONTHS PERIOD.

CS 01/2022/2023

TENDER DOCUMENT

Issued by:
Lekwa Local Municipality
PO Box 66
STANDERTON
2430

NAME OF TENDERER:

TOTAL BID PRICE (EXCL. VAT):

TOTAL BID PRICE (INCL. VAT):

PREFERENCE / BBBEE GRADING:

CENTRAL SUPPLIER DATABASE NO:

TAX COMPLIANT STATUS PIN

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TENDER

This part of the Bid Specification Document consists of the following two sections:

- **Part T1: Tendering Procedures**

This section details the:

- tender notice and invitation to tender; and
- tender data pertaining to the rules of the tender and the evaluation method

- **Part T2: Returnable Documents**

This section details the:

- list of returnable documents for evaluation and contract purposes ; and
- returnable document requirements listed in Forms A to N

Part A: Tendering Procedures

A1. Tender Notice and Invitation to Tender

Tenders are hereby invited from experienced vendors for the CS 01/2022 -.2023

Tender documents will be available as from **10 August 2022** from the Lekwa Local Municipality Website. Documents can be obtained during normal working hours which are 07h30 - 16h15 Mondays to Thursdays and 07h30 to 13h30 on Fridays. **This bid document is also available at no cost on the e-Tender Website .**

Duly completed tenders enclosed in a sealed envelope marked **“TENDER NO: CS 01/2022/2023 THE APPOINTMENT OF 5X QUALIFIED AND ACCREDITED TRAINING SERVICE PROVIDERS TO SERVE ON LEKWA LOCAL MUNICIPALITY’S PANEL OF TRAINING SERVICE PROVIDERS FOR 36 MONTHS PERIOD. LLM: /2022 ; CLOSING DATE: “29 August 2022 at 12h00”** with the name of the Tenderer, shall be deposited in the tender box provided at the Lekwa Local Municipality in Standerton before **12h00** on the closing date.

Technical queries may be directed to **Mr Siphon Mtshali** on **017 712 9600** or email:
Tender documents enquiries may be directed to **Ms Lerato Nhlapo** on **017 712 9600** or email Lnhlapo@lekwalm.gov.za.

There will be **no** compulsory clarification briefing. All tenders will be subjected to functionality evaluation. The 80/20 point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No 5 of 2000 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Preferential Procurement Policy of Lekwa Local Municipality where 80 points will be allocated in respect of price and 20 points in respect of BBEE. All bidders must be registered on the Central Supplier Database (CSD).

Tenderers must have the necessary skills, experience and capacity to perform the required work.

The closing date and time for the tender is **“29 August 2022 at 12h00**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Tenders should be valid for a period of 90 days

The Municipality is not obliged to appoint the bidder with the lowest price but will consider the bidder scoring the highest number of points in line with the set criteria. The Lekwa Local Municipality reserves the right not to make any appointment for this tender.

Mr. M.J. LAMOLA

MUNICIPAL MANAGER

LEKWA LOCAL MUNICIPALITY
The Appointment of Qualified and Accredited Training Service Providers to Serve on Lekwa Local
Municipality's Panel Of Training Service Providers For 36 Months Period. CS

[MBD1] PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LEKWA LOCAL MUNICIPALITY)					
BID NUMBER:	CS 01/2022/2023	CLOSING DATE:	29 August 2022	CLOSING TIME:	12H00
DESCRIPTION	THE APPOINTMENT OF QUALIFIED AND ACCREDITED TRAINING SERVICE PROVIDERS TO SERVE ON LEKWA LOCAL MUNICIPALITY'S PANEL OF TRAINING SERVICE PROVIDERS FOR 36 MONTHS PERIOD.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Corner Dr. Beyers Naude & Mbonani Mayisela Streets					
Standerton, 2430					
Tender Box Situated at Main Entrance- Reception of Lekwa Local Municipality					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

LEKWA LOCAL MUNICIPALITY

The Appointment of Qualified and Accredited Training Service Providers to Serve on Lekwa Local Municipality's Panel Of Training Service Providers For 36 Months Period. CS

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>		<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES, ANSWER PART B:3]</p>	
<p>TOTAL NUMBER OF ITEMS OFFERED</p>		<p>TOTAL BID PRICE</p>	<p>R</p>
<p>SIGNATURE OF BIDDER</p>		<p>DATE</p>	
<p>CAPACITY UNDER WHICH THIS BID IS SIGNED:</p> <p>_____</p>			
<p>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</p>		<p>TECHNICAL INFORMATION MAY BE DIRECTED TO:</p>	
<p>DEPARTMENT</p>	<p>Finance- SCM Unit</p>	<p>CONTACT PERSON</p>	<p>Mr Siphon Mtshali</p>
<p>CONTACT PERSON</p>	<p>Ms Lerato Nhlapo</p>	<p>TELEPHONE NUMBER</p>	<p>017 712 9600</p>
<p>TELEPHONE NUMBER</p>	<p>017 712 9600</p>	<p>FACSIMILE NUMBER</p>	<p>N/A</p>
<p>FACSIMILE NUMBER</p>	<p>N/A</p>	<p>E-MAIL ADDRESS</p>	<p>Smtshali@lekwalm.gov.za</p>
<p>E-MAIL ADDRESS</p>	<p>Lnhlapo@lekwalm.gov.za</p>		

**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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO 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:

A.2 Tender Data

GENERAL CONDITIONS OF THE BID PROPOSAL

2.1 Definitions

In these Conditions of Bid, words and expressions shall have the meanings assigned to them in the various parts of the Bid Documents and in addition, the following words and expressions shall have the meanings assigned to them hereunder:

Words and Expressions	Meaning
"Addendum" and "Addendum to Bid"	any document so entitled and pertaining to the Bid, as may be issued by the Council to prospective Bidders at any time prior to the Closing of Bids
"Authorised"	by or with the prior written instruction, consent or approval of the Council and "unauthorised" means the converse.
"Closing of Bids"	the time and date before which Bids must be received by the Council and after which no further Bids will be accepted by the Council.
"Conforming Bid"	a bid which is strictly in accordance with the Bid Documents in all respects, without variation, addition, omission or qualification whatever.
"Bidder"	any person, firm, or juristic party which submits a Bid to the Council in response to the Invitation issued or published by the Council inviting the submission of Bids.
"Bid Period"	the period between the issue by the Council, of an invitation to submit Bids for the project or the issue of the Bid Documents, whichever is the earlier, and the Closing of Bids.
brand names, trademarks, names, patent or producer,	Any reference in circumstances to brand names, trademarks, names, patent or producer, implies to be followed by the word " or similar" or " or equivalent".

2.2 INTERPRETATION

2.2.1 APPLICATION

These Conditions of Bid govern the submission and adjudication of proposals and the acceptance by the Council of any proposal. They shall not form part of nor be interpreted or construed as forming part of any subsequent Contract as may result from the acceptance by the Council of any Bid received, nor shall these Conditions of Bid have any force or significance in any such subsequent Contract.

2.2.2 LANGUAGE

These Conditions of Bid shall be interpreted in the English language.

2.2.3 GOVERNING LAW

All Bids, as well as the adjudication thereof and the acceptance of any bid shall be subject to the law of the Republic of South Africa.

2.2.4 SINGULAR, PLURAL AND GENDER

In these Conditions of Bid, words importing the singular include the plural and words imparting the masculine include the feminine and neuter and vice versa where the context requires.

2.2.5 HEADINGS AND SUB-TITLES

The clause headings and sub-titles in these Conditions of Bid shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Conditions of Bid.

2.2.6 SCHEDULE AND FORMS TO BE COMPLETED BY THE BIDDER

2.2.6.1 Bidders must complete the proposal Documents where entries by the Bidder are required, in indelible black ink, and notice must be taken that tip-ex or any other corrective measures may not be used in the document.

2.2.6.2 All alterations must be initialled by the authorised submitter.

2.3 AMENDMENTS TO THE BID DOCUMENTS

2.3.1 AMENDMENTS BY THE BIDDER

2.3.1.1 Bidders shall not make any unauthorised amendment or addition to any part of the text or content of the proposal Documents. If any such unauthorised amendments, alterations or additions are made by the Bidder, these will be deemed to be of no force or significance in the Bid and will be ignored in the evaluation and adjudication of the Bid.

2.3.1.2 Any point of difficulty in the interpretation of the Bid Documents must be clarified with the Council as early as possible during the Bid Period. If a query by any Bidder is found to be of significance, the Council will inform all Bidders accordingly as soon as possible.

2.3.2 AMENDMENTS BY THE EMPLOYER

2.3.2.1 The Council shall be entitled, at any time prior to the Closing of Bids, to make any variation, amendment or addition to, or omission from the Bid Documents, including to the time and date set for the Closing of Bids, by the issuing of an Addendum (or Addenda).

2.3.2.2 Any Addendum so issued shall be deemed to form part of the Bid Documents and shall be communicated in writing to all parties who have acquired the Bid Documents from the Council. Prospective Bidders shall comply in all respects with the content of any such Addendum and failure to do so will render any Bid subsequently submitted, as invalid.

2.3.2.3 No variation by the Council of the Bid Documents will be of any force or effect unless set out in an Addendum as described above, despite the fact that a variation of or amendment to the Bid Documents may have been implied in or may reasonably be inferred from any other document issued or statement made by the Council.

2.4 SIGNING OF BID

The Bid must be signed in the presence of the subscribing witnesses, by the person named in the form entitled "Authority of Signatory" in the section "Forms to be Completed by the Bidder" of the Bid Documents, as duly authorised by the Bidder to do so.

2.5 CONFIDENTIAL NATURE OF DOCUMENTS

The content of the Bid Documents is private and confidential and Copyright in every aspect thereof remains vested in the Council. Recipients of the Bid Documents shall not be entitled to utilise the Bid Documents or any part of the content thereof for any purpose whatsoever, other than for the preparation and submission of their Bid and shall, whether a Bid is submitted or otherwise, treat the details of the documents as private and confidential.

2.6 COSTS INCURRED BY BIDDERS

The Council will neither be responsible for nor pay for any costs whatever, incurred by any Bidder or any recipient of the Bid Documents in preparing a Bid, nor in providing any such further information pertaining to the Bid as may be required by the Council or in terms of these Conditions of Bid.

2.7 ACCEPTANCE OF BID

The Council is not bound to accept any Bid or the lowest bid sum offered, and reserves the right to award in part or in whole.

2.8 PERIOD OF VALIDITY OF BIDS

2.8.1 Proposals shall remain valid and open for acceptance by the Council for a period of three (3) months after Closing of Bids.

2.8.2 Prices must be firm during this period and not linked to any exchange rate whatsoever.

2.9 REPUDIATION OF BID OR INVALIDATION OF CONTRACT

2.9.1 If the Council is satisfied that the Bidder or any person, whether an employee, partner, director, member or shareholder of the Bidder, or a person acting on behalf of or with the knowledge of the Bidder:

2.9.1.1 Has offered, promised or given a bribe or other gift or remuneration or reward to any person in connection with obtaining a contract; or has acted in a fraudulent or corrupt manner in obtaining a contract; or

2.9.1.2 Has approached an officer or employee of the Council in order to influence the award of a contract in the Bidder's favour; or

2.9.1.3 Has entered into an agreement or has made an arrangement, whether legally binding or not, with another person, firm or company to:

2.9.1.3.2 Refrain from bidding for this Contract; or

2.9.1.3.2 as to the amount of the Bid to be submitted by either party;

2.9.1.3.3 Except only where such other person or firm is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council; or

2.9.1.4 Has disclosed to another person, firm or company other than the Council, the exact or approximate amount of its proposed Bid, except only when:

2.9.1.4.1 the disclosure, in confidence, had been necessary in order to obtain insurance premium quotations required for the preparation of the Bid; or

2.9.1.4.2 such other person, firm or company is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council;

2.9.2 The Council may, in addition to other legal remedies, repudiate the Bid or declare the Contract invalid if the Contract has been awarded.

2.10 BIDDER'S ADDRESS FOR THE DELIVERY OF NOTICES

Each Bidder shall, indicate a place in the Republic of South Africa and specify it in the "Bidders Particulars" form, where legal process and all notices pertaining to the Bid may be delivered to him. Such address shall not be a postal box, private bag or electronic address, but shall be the address

of a physical location within South Africa (e.g. street address, property/stand number or farm name etc.).

2.11 ADDITIONAL INFORMATION REQUIRED

2.11.1 The Council may request any Bidder to clarify any aspect of its Bid and also reserves the right to instruct a public accountant to report on the financial status of the Bidder, and the Bidder must render all reasonable assistance in such an investigation.

2.11.2 The additional information so obtained, as well as all written information submitted by the Bidder with and in support of its Bid, will be considered to form the basis on which the Bid has been prepared and submitted.

2.12 TAXES AND LEVIES

The bidder must submit with this bid an original and valid Tax Pin from the South African Revenue Services (SARS).

2.13 CLEARANCE FROM MUNICIPALITIES

The contractor must provide clearance from the municipality where they are based indicating that they are not in arrears with regard to their respective municipal services accounts.

2.14 NO ACCEPTANCE OF BIDS FROM PERSONS IN THE SERVICE OF THE STATE

2.14.1 No bids will be considered from persons in the service of the state

2.14.1.1 MSCM Regulations: "in the service of the state" means to be –

2.14.1.1.1 a member of any municipal council;

2.14.1.1.2 a member of any provincial legislature; or

2.14.1.1.3 a member of the national Assembly or the national Council of provinces;

2.14.1.1.4 a member of the board of directors of any municipal entity;

2.14.1.1.5 an official of any municipality or municipal entity;

2.14.1.1.6 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);

2.14.1.1.7 a member of the accounting authority of any national or provincial public entity; or

2.14.1.1.8 an employee of Parliament or a provincial legislature.

3. SPECIAL CONDITIONS OF THE BID PROPOSAL

3.1 The transaction shall be subject to any stipulations in any Act, Ordinance or By-law pertaining thereto.

3.2 No proposals by any person that is not accredited to enter into an agreement will be considered and if it is established that it is the case, the contract agreement in this regard will be considered null and void by Council.

3.3 Disputes must be settled by means of mutual consultation, mediation (with or without legal representation) or when unsuccessful, in a South African court of law on an attorney and client scale.

3.4 Should any legal action be deemed necessary to determine any aspect arising out of these conditions or to enforce any rights in terms of these conditions, then and in that event the parties hereto agree categorically to the jurisdiction of the Magistrate's Court to hear such action and to pass judgment notwithstanding the fact that the cause of action is beyond the jurisdiction of the Court: Provided always that Council shall have the right in its sole discretion to take action in any accredited higher court in any matter exceeding the ordinary jurisdiction of the Magistrate's Court.

3.5 Council reserves the right to accept any cost proposal in a bid submitted or part thereof and will not be obliged to accept the lowest bid price submitted in a bid OR any cost proposal submitted.

3.6 Council reserves the right to alter quantities based on the supplied rates.

3.7 All Bids will be adjudicated in terms of the Lekwa Local Municipality's Procurement Policy and in compliance with the criteria as set out in the Preferential Procurement Framework Act, Act No. 5 of 2000.

3.8 The successful bidder(s) must accept to make good or reimburse the Council on all damages or repairs that arise from the actions in executing this bid award.

3.9 The successful bidder(s) must accept to remove all equipment, restore the system(s) to the original state(s) at their own costs and and/or reimburse the Council in full in the event of failing to deliver as proposed in this bid.

3.10 The successful bidder(s) will at all times report to and obey the instructions of the Council's representative in relation to this bid.

3.11 Any variation to the execution in terms of this bid must be by mutual agreement by all parties concerned and served with official notices in writing.

4. TERMS OF REFERENCE

PROSPECTIVE BIDDERS ARE HEREBY INVITED TO SUBMIT PROPOSALS FOR THE **CS**
01/2022/2023 - THE APPOINTMENT OF QUALIFIED AND ACCREDITED TRAINING
SERVICE

PROVIDERS TO SERVE ON LEKWA LOCAL MUNICIPALITY'S PANEL OF TRAINING SERVICE PROVIDERS FOR 36 MONTHS PERIOD. CS: 01/2022/2023

4.1 GENERAL INFORMATION

4.1.1 Purpose

4.1.1.1 The Lekwa Local Municipality is soliciting bids for Provision of Panel, Training Service Providers with wide experience in various expertise

4.1.2 TYPE OF CONTRACT

4.1.2.1 The contract will be to render Provision of Panel, Training Service Providers to Lekwa Local Municipality.

4.2 SUBMISSION OF PROPOSALS (BIDS)

4.2.1 Each bidder is required to return the complete set of bid documents (including drawings if applicable) with all the required information and complete in all respects.

4.2.2 The original Bid document must be submitted together with your detailed proposal (Annexure B).

4.2.3 Bidders must initial all the pages of the proposal document and sign the Bidder particulars page in full (Page 2).

4.2.4 The cost proposal on your official quote(s) submitted in your Annexure B may not contain unbalanced rates.

4.2.5 Your official quote must reflect your Trade Name, Legal Name, Vat Registration Number, Postal Address, Physical Address, Banking Details and sufficient technical description as applicable.

4.2.6 Any items that do not appear on your official quote as required in 2.2.5, may be submitted on your official letter head.

4.2.7 Bidders shall not tamper with the Bid Documents which must be submitted as issued. Where Bid Documents have been issued in a bound condition, and found to have been unbound and rebound may be deemed unacceptable.

4.2.8 The proposal document and all Addenda as may have been issued by the Council, duly signed, by an authorised agent, together with the Bidder's covering correspondence (if any) and detailed proposal must be enclosed in a sealed envelope, clearly endorsed on the outside.

4.2.9 The Bid proposal must be placed and sealed in an envelope clearly marked "THE MUNICIPAL MANAGER, LEKWA LOCAL MUNICIPALITY, CS 01/2022/2023 -" and must be deposited in the

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4.2.10 Bids must be placed in the tender box of the Municipality before the Closing of Bids, situated at:

The Main Reception
Lekwa Local Municipality Corner of Dr.
Beyers Naude and Mbonani Mayisela
Streets
Standerton
2430

4.2.11 The bids will be opened in public.

4.2.12 Telegraphic or facsimile transmission of bids, save only for amendments to or withdrawal of bids already submitted, in accordance with Conditions of Bid, will not be permitted.

4.2.13 Bids received after the Closing of Bids and time will not be considered.

4.2.14 Bidders will not be permitted to alter their Bid Sum after Bids have been opened.

4.2.15 A Bidder may not submit more than one Conforming Bid.

4.2.16 The Bid must include the company profile with the completion of all the forms as provided in this bid.

4.2.17 The bid must be signed by an authorised agent.

4.3 BACKGROUND

4.3.1 The project objectives are to provide the municipality with efficient, Accredited and sound Training.

4.4 SPECIFICATIONS/DELIVERABLES

The specifications shall entail the following: **CS 01 /2022/2023**

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SPECIFICATION:

Potential Service Provider should provide their respective capacity to provide Training on the following areas:

Programme Name	Type of Intervention	NQF Level	SAQA ID Number	Accreditation Status Y/N	Tick program you bidding for
Environmental Practice	Learner-ship	4	50309		
Operating Regulations on High Voltage Systems (ORHVS)	Skills Programme	5	101173		
Microsoft Office	Skills Programme	4	98867		
Microsoft Excel – Introduction & intermediate.	Skills Programme	Latest Version	66071		
Library Practice	Skills Programme	4	50520		
Fire Prevention and investigation	Skills Programme	5	57803		
Local Government Councillors Practice	Skills Programme	3	58578		
Safety Management	Skills Programme	4	79807		
Peace Officer Training Course	Skills Programme	4	91671		
GRAP Assets Accounting	Skills Programme	6	115520		
Property Valuation and management	Skills Programme	7	90505		
Customer Care	Skills Programme	4	102059 110685		
ISO 45001: 2018 ISO 14001: 2015	Skills Programme	5	99714		
Cable Jointing and Termination	Skills Programme	4	58204		

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Records management	Skills Programme	5	86446		
Traffic Management	Skills Programme	4	62289		
Risk Management 101	Skills Programme	5	96743		
Practical Labour Law	Skills Programme	6	102427		
Website Development	Skills Programme	4	71593		
SHE Reps Training	Skills Programme	4			
First Aid Level I, II, III	Skills Programme	Level 1 to 3			
Safe Handling of Chlorine	Skills programme				
Cleaning and hygiene	Skills Programme	4			

The following are the special conditions applicable to this request for proposals:

- The appointment of panel for training service provider(s) will be for a period of **36 months (03 years)** reckoned from the date of signing a service agreement with LLM.
- The successful Training Company (s) may be assigned work as and when required.
- For every assignment, an assignment letter will be issued to the assigned Training Service Provider after the sourcing of quotations as needed.
- LLM may, in respect of any assignment, negotiate fees with any successful Training Service Provider.
- The successful Training Service Providers will be required to provide LLM with abreakdown of the fees to be charged by provider in advance.
- The successful Training Service Provider will be expected to disclose to LLM any conflict of interest that may have an impact on them providing any of the training services referred to above, irrespective of when it may arise.
- A Training service provider assigned any work may not cede, assign or sub-contract any part thereof to any person unless with the written consent of LLM or as may be required by the applicable laws, for instance where correspondent training provider may be necessary.
- The inclusion to LLM's panel of Training Service Provider does not guarantee assignment of work to any of successful Training Service Provider.
- The successful Training Service Provider shall report directly to the: Human Resources Manager or any person delegated by LLM in respect of any engagement (instructions, training management etc.) and for the receipt and handling of all forms of reports and all administration pertaining to any particular assignment

FINANCIAL AND CONTRACTUAL ARRANGEMENTS

- The following conditions are set by the Lekwa Local Municipality:
- The Council accepts the original bid price will be valid for 90 days (3 months).
- Payment will be made within 30 days after receipt of invoices.

FUNCTIONALITY EVALUATION

The requirements of the proposed team by the service provider must possess the following expertise, skills and formal qualifications to obtain the maximum allowable functionality points:

It is a condition of tender that tenderers must complete and submit all schedules to acquire functionality points. **The minimum threshold shall be 60 percent. Tenders that do not meet the minimum threshold shall be eliminated.**

Bidders that fail to submit the compulsory returnable documents shall not be considered in the functionality evaluation stage.

Criterion	Assessment	Points Awarded	Max Score
Company Past Experience	<ul style="list-style-type: none"> Provide Minimum of ten (10) years training experience in relevant sector. Evidence: Attach 10 recent reference letters of appointments not older than 5 years from contactable municipalities where training was rendered. 	30	30
	<ul style="list-style-type: none"> Provide 5-9 years training experience. Evidence: Attach 10 recent reference letters of appointments not older than 5 years from contactable municipalities where training was rendered. 	15	
	<ul style="list-style-type: none"> Provide less than 5 years training experience. Evidence: Attach 10 recent reference letters of appointments not older than 5 years from contactable municipalities where training was rendered. 	5	
Qualifications and experience of Facilitators	<ul style="list-style-type: none"> ✓ Provide 8 or more Facilitators CVs with a minimum of NQF level 06 qualification, and 5 years' experience in teaching or facilitation. ✓ Attach proof of working for the bidder. 	25	25
	<ul style="list-style-type: none"> ✓ Provide 3 to 7 Facilitators CVs with a minimum of NQF level 06 qualification, and 03 years' experience. ✓ Attach proof of working for the bidder for at least 3 years. 	10	
	<ul style="list-style-type: none"> ✓ Provide less than 3 Facilitators CVs with the relevant qualifications minimum of NQF level 06 and experience of at least 03 years. 	5	
Company Accreditation	<ul style="list-style-type: none"> ❖ Provide a valid accreditation letter from the relevant SETAs, QCTO or Authority Body, for the training interventions relevant to local government. 	20	20
	<ul style="list-style-type: none"> ❖ Failed to provide a valid accreditation letters that meets the requirements. 	0	
Bank Rating	<ul style="list-style-type: none"> ○ Provide bank rating confirmation letter with Grade A 	5	5
	<ul style="list-style-type: none"> ○ Provide bank rating confirmation letter with Grade B 	4	
	<ul style="list-style-type: none"> ○ Provide bank rating confirmation letter with Grade C 	3	
	<ul style="list-style-type: none"> ○ Provide bank rating confirmation letter with Grade D 	2	
	<ul style="list-style-type: none"> ○ Provide bank rating confirmation letter with Grade E 	1	
	No bank rating confirmation letter provided	0	
Maximum Score:			80

Bidders that have achieved the minimum qualification score **60 points above** shall be appointable to form part of the Panel for provision of training at the municipality for a period of 36 months.

PREFERENCE POINTS

For the appointment of the Panel, the preference points is not applicable. Only functionality criteria shall be considered.

Part B: Returnable Documents

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

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

<u>Form A: Compulsory Enterprise Questionnaire</u>	21
<u>Form B: Declaration of Bidder's Past Supply Chain Management Practices</u>	24
<u>Form C: Declaration of Interest(Compulsory)</u>	26
<u>Form D: Authority of Signatory(Compulsory)</u>	30
<u>Form E: SARS Declaration of Good standing (CSD Registered)(Compulsory)</u>	33
<u>Form F: Financial References / Bank Details</u>	35
<u>Form G: Municipal Utility Account (Compulsory)</u>	37
<u>Form H: CK of the enterprise and certified ID copies (Compulsory)</u>	39
<u>Form: I Declaration Certificate for Local Production and Content</u>	47
<u>Form J: Contract Form</u>	51
<u>Form K: Certificate of Independent Bidder Determination</u>	60
<u>Form L: Declaration of Procurement above 10 Million</u>	62
<u>Form M: Pricing Schedule / Bill of Quantities(Compulsory)</u>	69
<u>Form N: Form of Offer (Compulsory)</u>	70

Provide a detailed methodology detailing how the training will be executed in order to meet the Employer's objectives (Compulsory)

FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE

In the case of a Joint Venture this page is to be completed and submitted in respect of each partner.

1. NAME OF ENTERPRISE AND CONTACT PERSON

2. _____
CONTACT NUMBER

3. _____
FAX NUMBER

4. _____
E-MAIL ADDRESS

5. _____
POSTAL ADDRESS

6. _____
PHYSICAL ADDRESS

7. _____
VAT REGISTRATION

8. _____
TAX REFERENCE NUMBER

9. _____
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN
SUBMITTED?

IF YES, WHO WAS THE CERTIFICATE ISSUED BY? (delete which not applicable) **YES / NO**

- An accounting officer as contemplated in the close corporation act (CCA)
- A verification agency accredited by the South African National Accreditation System (SANAS)
- A registered auditor

12. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA **YES / NO**
FOR THE GOODS / SERVICES / WORKS OFFERED?

Signature

Date

Capacity under which the Bid is signed

Name of bidder

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT
WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM A:**

1. For Closed Corporations

- CK1 or CK2 as applicable (Founding Statement)

2. For Companies

- A copy of the Certificate of Incorporation
- Certified Copies of the ID's of the Directors and
- the shareholders register

3. For Joint Venture Agreements

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

4. For Partnership

- Certified Copies of the ID's of the partners

5. One-person Business / Sole trader

- Certified Copy of ID

6. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

- Original and valid B-BBEE Status Level Verification Certificates or Certified Copy thereof.

FORM B: 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) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audialterampartem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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:		
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:		

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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 (name)

_____ certify that the information furnished on this declaration form is true and correct.

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

FORM C: DECLARATION OF INTEREST

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 position in 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:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 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 Council 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**

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2.7.1 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:

2.7.2 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**

2.7.2.1 If yes, did you attach 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.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

2.8 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**

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 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:

FORM D: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :

Contact number :

Office address :

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

A **one- man business (Sole trader/owner)** shall confirm by attaching hereto a certified proof that he/she is the sole owner of the business e.g. (attaching a CK or company registration documents)

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on *(date)* _____

Mr _____

has been duly authorized to sign all documents in connection with the Tender for:

LLM .../2022 -

and any Contract which may arise there from on behalf of:

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY IN HIS CAPACITY AS:

DATE: _____

FULL NAMES OF SIGNATORY: _____

AS WITNESSES: 1. _____

2. _____

PRO-FORMA FOR JOINT VENTURES:

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

Mr/Ms _____,

authorised signatory of the company _____,
 acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: _____ Name: _____ Designation: _____

A Joint Venture Agreement and a (duly signed and dated original or certified copy of the letter of the authorised signatory on the Company Letterhead) or a certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM D:

- Duly signed and dated original or certified copy of Authority of Signatory on company letterhead.(Private Companies ,Close corporations & Joint ventures)
- A **one- man business (Sole trader/owner)** shall confirm by attaching hereto a certified proof that he/she is the sole owner of the business e.g. (attaching a CK or company registration documents)

FORM E: DECLARATION OF GOOD STANDING REGARDING TAX

The original Tax Pin must be submitted together with the bid. Failure to submit the Tax Pin will result in the invalidation of the bid. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Pin.

MBD 2 Tax Pin Requirements

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

1. In order to meet this requirement bidder is required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Pin Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Pin that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Pin must be submitted together with the bid. Failure to submit the original and valid Tax Pin will result in the invalidation of the bid. Certified copies of the Tax Pin will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Pin.

ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM E:

- Proof of Registration with Central Supplier Database (CSD)
- SARS e-filing PIN

FORM F: FINANCIAL / BANK DETAILS

Notes to tenderer:

1. The tenderer shall attach to this form a letter from the bank confirming the bank account and details
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:		
ACCOUNT NAME: <i>(e.g. ABC Civil Construction cc)</i>		
ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc.)</i>		
ACCOUNT NO:		
ADDRESS OF BANK:		
CONTACT PERSON:		
TELEPHONE NUMBER OF BANK OR CONTACT PERSON:		
How long has this account been in existence (tick which is appropriate):	0-6 months	
	7-12 months	
	13-24 months	
	More than 24 months	

Name of Tenderer: _____

Date: _____

Signature: _____

Full name of signatory: _____

ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM F:

- Original or certified copy of a letter from tenderer's bank (not older than three months from tender closure and must have a bank stamp)

**FORM G: MUNICIPAL UTILITY ACCOUNT
DECLARATION BY THE TENDERER**

I the undersigned _____

_____ has been duly authorized to sign all documents with the Tender for:

CS01 /2022/2023

on behalf of

(referred to herein as "the Bidder")

hereby make a declaration as follows:

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF
THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT
WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM G:**

- Municipal utility account invoice must be in line with the address on the CSD (not older that three months)
- If the company is operating on leased premises, both the lease agreement and the Municipal Utility account invoice must be attached, the same address as in both documents. (failure to do so will lead to disqualification)

FORM H: PREFERENCE SCHEDULE

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 (MBD 6.1)

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

1. GENERAL CONDITIONS

- 1.1 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

- 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 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 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 offers;
- 2.5 "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 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 "EME" means exempted micro enterprise that is any enterprise with an annual total revenue of R5 million or less.
- 2.10 "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;
- 2.11 "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;
- 2.12 "non-firm prices" means all prices other than "firm" prices;
- 2.13 "person" includes a juristic person;
- 2.14 "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;
- 2.15 "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;
- 2.16 "total revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 "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
- 2.18 "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.
- 2.19 Compulsory sub contracting successful tenderize must sub contracting 30% of all project above 30 million to EME or QSE own by youth, black woman and black people with disability.

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 (**Not Applicable**).

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- 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 B-BBEE.
- 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 B-BBEE, 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 (Not Applicable)

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:

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

Where

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

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 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 attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet

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the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

- 5.3 Tenderers other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: _____ = _____ (maximum of 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? **YES /NO**

8.1.1 If yes, indicate:

i) what percentage of the contract will be subcontracted?

_____ %

ii) the name of the sub-contractor?

iii) the B-BBEE status level of the sub-contractor?

iv) whether the sub-contractor is an EME?

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm:

9.2 VAT registration number

9.3 Company registration number

9.4 Type of Firm (Tick Applicable Box):

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Partnership/ Joint Venture/ Consortium |
| <input type="checkbox"/> | One Person business/ sole propriety |
| <input type="checkbox"/> | Close Corporation |
| <input type="checkbox"/> | Company |
| <input type="checkbox"/> | (Pty) Ltd |
| <input type="checkbox"/> | Other (Specify): |

9.5 Describe Principal Business Activities

9.6 Company Classification (Tick Applicable Box):

- | | |
|--------------------------|---|
| <input type="checkbox"/> | Manufacturer |
| <input type="checkbox"/> | Supplier |
| <input type="checkbox"/> | Professional service provider |
| <input type="checkbox"/> | Other service providers, e.g. transporter, etc. |

9.7 Municipal Information:
Municipality where business is situated

Registered Account Number

Stand Number

9.8 Total number of years the company/firm has been in business?

9.9 I/we, the undersigned, who is / are duly authorized to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i. The information furnished is true and correct;
- ii. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii. In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv. If the B-BBEE status level of contribution 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 favorable 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 forward the matter for criminal prosecution

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WITNESSES:

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SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:

ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM H:

- B-BBEE Certificate or Sworn Affidavit

FORM I: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD 6.2) (NOT APPLICABLE)

This Municipal Bidding Document (MBD 6.2) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. CS 01 /2022/2023

ISSUED BY: LEKWA LOCAL MUNICIPALITY
 NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrial-development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of (name of bidder entity),
 the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2

DATE:

NOT APPLICABLE

FORM J: CONTRACT FORM – (i) PURCHASE OF GOODS/WORKS

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 the **LEKWA LOCAL MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **LLM 59/2021** 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;
 - Central Supply Database registration;
 - 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 2011;
 - 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 fulfilment 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 authorized to sign this contract.

**NAME
(PRINT)**

.....

LEKWA LOCAL MUNICIPALITY
The Appointment of Qualified and Accredited Training Service Providers to Serve on Lekwa Local
Municipality's Panel Of Training Service Providers For 36 Months Period. CS

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

Witnesses
1.....
2.....
DATE:

(ii) CONTRACT FORM - RENDERING OF SERVICES

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

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

- 7. I hereby undertake to render services described in the attached bidding documents to the **LEKWA LOCAL MUNICIPALITY** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **LLM 59/2021** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
- 8. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Central Supply Database registration;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
- 9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 10. 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 fulfilment of this contract.
- 11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 12. I confirm that I am duly authorized to sign this contract.

NAME

LEKWA LOCAL MUNICIPALITY

The Appointment of Qualified and Accredited Training Service Providers to Serve on Lekwa Local Municipality's Panel Of Training Service Providers For 36 Months Period. CS

(PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

Witnesses
1
2
DATE:

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as..... accept your bid under reference number **CS 01 /2022/2023** dated “**29 August 2022**”,for the rendering of servicesindicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
CS 01/2022/2023				

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

SIGNED ATON THISDAY..... OF 2022

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

(i) CONTRACT FORM - SALE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER 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 purchase all or any of the goods and/or works described in the attached bidding documents from **LEKWA LOCAL MUNICIPALITY** in accordance with the requirements stipulated in (bid number) **CS 01/2022/2013** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller 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;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - 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) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(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 fulfilment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

**NAME
(PRINT)**

CAPACITY

SIGNATURE

**NAME OF
FIRM**

DATE

Witnesses
1.....
2.....
DATE:

(ii)

CONTRACT FORM - SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER)

1. Iin my capacity as..... accept your bid under reference number **CS 01/2022/2023** dated **"29 August 2022** for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)

3. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE.....

FORM K: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging) ² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 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:

¹ Includes price quotations, advertised competitive bids, limited bids and offers.

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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

CS 01/2022/2023:

**THE APPOINTMENT OF QUALIFIED AND ACCREDITED TRAINING SERVICE PROVIDERS TO
SERVE ON LEKWA LOCAL MUNICIPALITY'S PANEL OF TRAINING SERVICE PROVIDERS
FOR 36 MONTHS PERIOD.**

(Bid Number and Description)

in response to the invitation for the bid made by:

LEKWA LOCAL 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

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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

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.*

FORM L: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

- 1. Are you by law required to prepare annual financial statements for auditing?
YES / NO
 - 1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
- 2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? YES / NO
 - 1.2. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
 - 1.3. If yes, provide particulars.
.....
.....
- 3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? YES / NO
 - 1.4. If yes, furnish particulars
.....
.....
.....
- 4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? YES / NO
 - 1.5. If yes, furnish particulars
.....
.....
.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

.....

Signature

.....

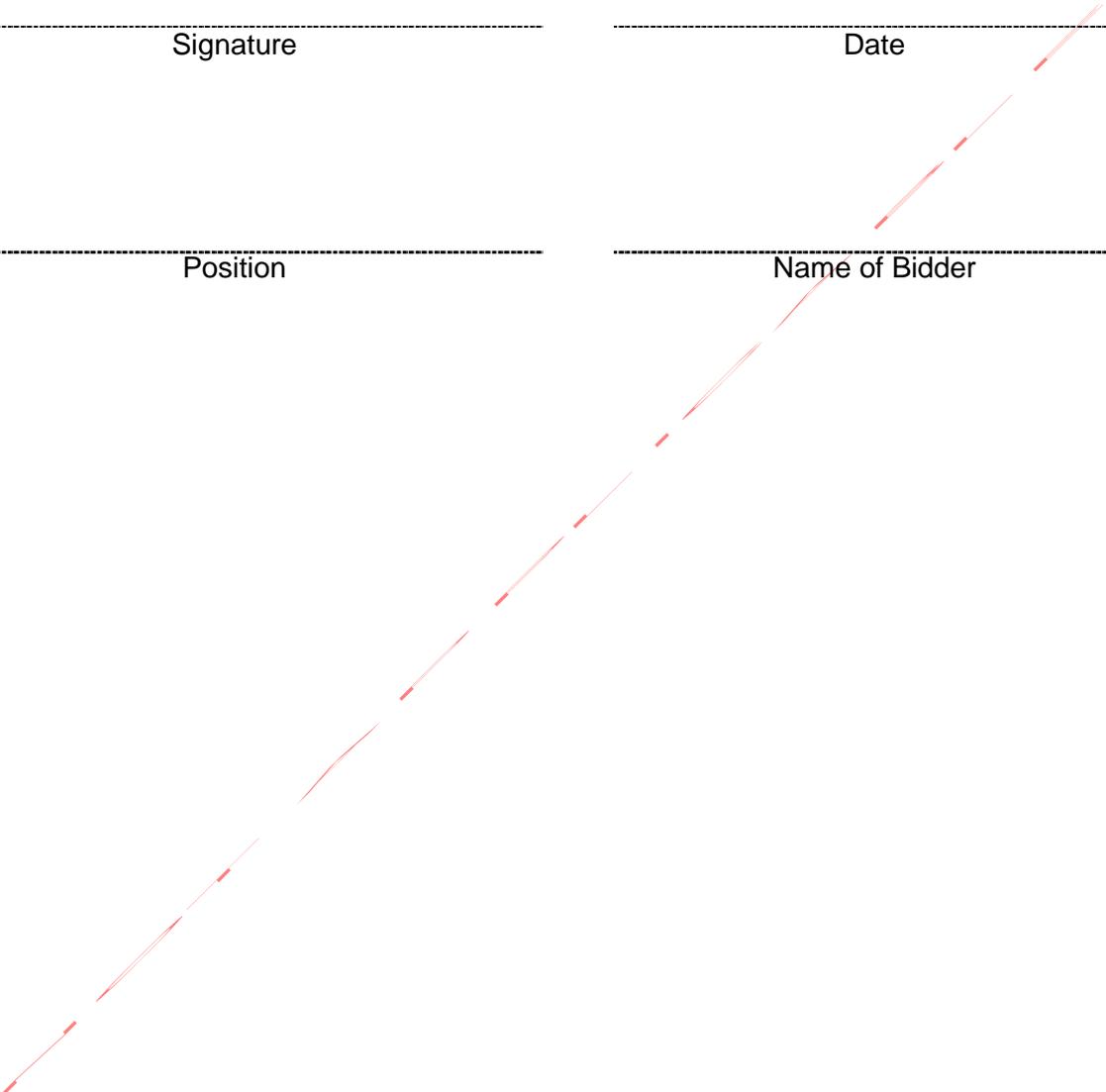
Date

.....

Position

.....

Name of Bidder



**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT
WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM J:**

- 3 Year audited financial statements.

NOT APPLICABLE

**FORM M: PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)****NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.****IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder:		
Bid #: CS 01 /2022/2023	Closing Time: 12h00	Closing Date: "29 August 2022

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

Required by:

.....
.....

At:

.....
.....

Brand and model

.....
.....

Country of origin

.....
.....

Does the offer comply with the specification(s)?

*YES/NO

.....
.....

If not, indicate deviation(s)

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

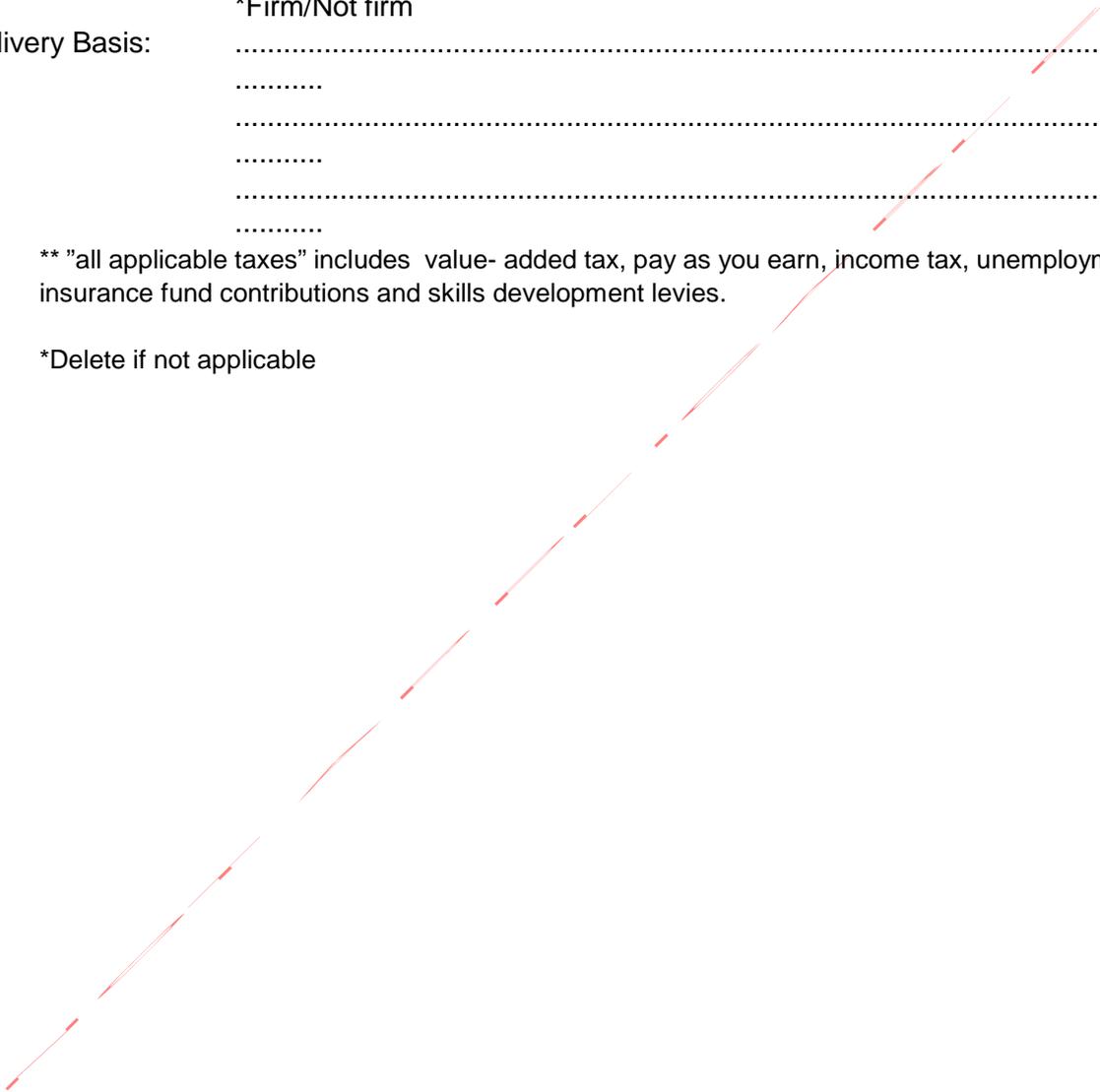
The Appointment of Qualified and Accredited Training Service Providers to Serve on Lekwa Local Municipality's Panel Of Training Service Providers For 36 Months Period. **CS:01**

Period required for delivery
.....
*Firm/Not firm

Delivery Basis:
.....
.....
.....
.....

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

*Delete if not applicable



(I): PRICE ADJUSTMENTS

Name of Bidder:		
Bid #: CS 01 /2022/2023	Closing Time: 12h00	Closing Date: "29 August 2022

A: NON-FIRM PRICES SUBJECT TO ESCALATION:

- In cases of period contracts, non firm prices will be adjusted (loaded) with the assessed contract price adjustments implicit in non firm prices when calculating the comparative prices
- In this category price escalations will only be considered in terms of the following formula:

$$Pa = (1 - V)t [D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o}] + VPt$$

Where:

- Pa = The new escalated price to be calculated.
 (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price**
 D1, D2 = Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
 R1t, R2t = Index figure obtained from new index (depends on the number of factors used).
 R1o, R2o = Index figure at time of bidding.
 VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations

- The following index/indices must be used to calculate your bid price

Index		Dated		Index		Dated	
Index		Dated		Index		Dated	
Index		Dated		Index		Dated	

- Furnish a breakdown of your price in terms of above-mentioned formula. The total of the various factors must add up to 100%.

FACTOR (D1, D2 etc. e.g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS:

The Appointment of Qualified and Accredited Training Service Providers to Serve on Lekwa Local Municipality's Panel Of Training Service Providers For 36 Months Period. **CS:01**

5. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD

6. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

(II) BILL OF QUANTITIES/ PRICING SCHEDULE

NB: PRICING OF MODULES NOT APPLICABLE AS THE FUNCTIONALITY WILL DETERMINE THE ESTABLISHMENT OF THE PANEL

FORM N: AGREEMENT AND CONTRACT DATA

Form of Offer and Acceptance

OFFER

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

CS 01 /2022/2023:

THE APPOINTMENT OF QUALIFIED AND ACCREDITED TRAINING SERVICE PROVIDERSTO SERVE ON LEKWA LOCAL MUNICIPALITY'S PANEL OF TRAINING SERVICE PROVIDERS FOR 36 MONTHS PERIOD.

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the 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:

Rand (in words);and
R _____

(in figures).

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

Signature(s)

Name(s)

Capacity

for the tenderer

(name and address of the organization)

Witness signature

Witness name

Date

ACCEPTANCE

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Purchaser during this process of offer and acceptance, are contained in the Schedule of Deviations attached (If any) to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a letter of acceptance, contact the Purchaser's representative (whose details are given in the Contract Data) to arrange the delivery of guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, at or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Supplier) within five days of the

date of such receipt notifies the Purchaser in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

LEKWA LOCAL MUNICIPALITY

NAME(s): (BLOCK LETTERS)

CAPACITY of authorized agents:

SIGNATURE(s) of authorized agents:

SIGNED aton this.....day of

WITNESSES: (Full name – BLOCK LETTERS – and signature)

1. Name Signature

2. Name Signature

LEKWA LOCAL MUNICIPALITY

SERVICES LEVEL AGREEMENT

Between

“LEKWA LOCAL MUNICIPALITY”

And

“.....”

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- 2. DURATION**
- 3. SERVICES**
- 4. PAYMENT TERMS**
- 5. OBLIGATIONS OF SERVICE PROVIDER**
- 6. ADMINISTRATION OF THE SERVICE**
- 7. CHANGE IN CIRCUMSTANCES**
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- 9. JURISDICTION**
- 10. ADDRESS FOR RECEIPT OF NOTICES AND DOCUMENTS**
- 11. VARIATION**
- 12. WAIVER**
- 13. GENERAL**
- 14. CONFIDENTIALITY AND PROTECTION OF PROPRIETARY INFORMATION**
- 15. WARRANTY OF AUTHORITY**
- 16. SEVERABILITY**
- 17. SERVICE REQUESTS**
- 18. FORMALITIES**
- 19. ENVIRONMENT**
- 20. WHOLE AGREEMENT**

THEREFORE THE PARTIES CONCLUDE THEIR AGREEMENT ON THE FOLLOWING TERMS AND CONDITIONS: -

1. PRECEDENCE

The terms and conditions of this agreement shall take precedence over any other terms and conditions that may have been discussed by the parties.

2. DURATION

2.1 Notwithstanding the date of signature, this agreement shall commence on _____ and shall continue until _____, unless terminated by either party giving **30 days notice in writing** to the other party.

3. SERVICES

3.1. shall provide the material as quoted in an order form to be the attached when the services are required

4. PAYMENT TERMS

4.1 shall submit a valid invoice to LLM for the provision of services on monthly basis.

4.2 LLM shall pay the amount charged within *30 days* of the date of a valid invoice into the bank account nominated by _____.

5. OBLIGATIONS OF

.....as a service provider shall render the following services:

referred to the bill of quantities on page 66 of the tender document.

6. ADMINISTRATION OF THE SERVICE

The Service Provider must ensure that they have the resources available (both staff and systems) to ensure that the material requested are available on order.

7. CHANGE IN CIRCUMSTANCES

If the circumstances surrounding the fulfilment of this agreement should alter materially from those prevailing at the time of signature of this agreement, then the parties undertake to renegotiate such of the terms and provisions of this agreement as may be necessary to ensure that this agreement remains fair and equitable to each of the parties.

8. BREACH OF AGREEMENT

8.1 If a dispute arises between the parties concerning any matter relating to this agreement, then both parties shall enter into negotiations, in good faith, in order to resolve the matter.

8.2 If the parties are unable to resolve the matter between them, they may but are not obligated to refer the matter to arbitration. The arbitrator may in turn appoint an independent expert in the field in which the dispute has arisen, provided that both parties accept and agree on the arbitrator and his choice of independent

expert and the terms and conditions of his appointment. The arbitrator shall decide the matter, and both parties shall agree to be bound by his decision.

8.3 In the event that the parties are unable to resolve the matter, or fail to agree on either an arbitrator or an expert, or the terms and conditions of his appointment, or if either party is in repeated breach of this agreement, then the party who has been aggrieved shall give written notice to the other party calling on it to remedy any breach of the agreement. If the other party fails to remedy the breach within 7 (seven) days of receipt of the notice, then the aggrieved party may elect to cancel the agreement, or to demand specific performance, without prejudice to its rights to claim damages and without prejudice to any other rights it may have in law.

9. JURISDICTION

Both Parties consent to the jurisdiction of the Magistrate’s Court in respect of any action or proceedings which may be brought against either of them by the other; provided that either party shall be entitled to bring any proceedings in the High Court where such proceedings would, but for this consent, fall outside the jurisdiction of the Magistrate’s Court.

10. ADDRESS FOR RECEIPT OF NOTICES AND DOCUMENTS

10.1 The parties choose the following as their addresses for the receipt of any notices or documents in terms of this agreement, including any documents that may be issued by a court of law:

10.1.1 : Physical Address:
: Lekwa Local Municipality
: Cnr. Dr. Beyers Naude & Mbonani Mayisela Streets.
: Standerton

10.1.2 : Postal Address:
: P O Box 66
: **STANDERTON**
: 2430

Fax : 017 712 6808
Tel : 017 712 9600

10.1.3 : Postal Address: (Details of the Potential Service Provider)
:
:
:
:
:
Cell :

10.2.1 Either party may change the address given above on written notice to the other, provided that the address is a physical place of business or residence, and not merely a postal address.

10.2.1 Every notice shall be deemed, unless the contrary is proved, to have been received: If delivered by hand, on the date of delivery;

10.2.2 If sent by prepaid registered post, 7 (seven) days after the date on which the notice is posted;

10.2.3 If sent by fax, on the first business day after the date of successful transmission of the fax.

11. VARIATION

No variation, alteration or consensual cancellation of this agreement shall be of any force or effect, unless in writing and signed by all of the parties.

12. WAIVER

No indulgence which either party may grant to the other shall constitute a waiver of any of the rights of that party, who shall not thereby be precluded from exercising any of its rights against the other party which may have arisen in the past or which might arise in the future.

13. GENERAL

13.1 Unless the context indicates otherwise the rights and obligations of any party arising from this agreement shall devolve upon and bind its successors-in-title.

13.2 Prior drafts of this agreement shall not be admissible in any proceedings as evidence of any matter relating to any negotiations preceding the signature of this agreement.

13.3 Neither party may cede or assign any of their rights or obligations in terms of this agreement to any person, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

14. CONFIDENTIALITY AND PROTECTION OF PROPRIETARY INFORMATION

14.1 All of the details of this Agreement shall be considered as confidential, and shall not be given in any form whatsoever to a third party, without prior written consent of the other party. This excludes any necessary information required by a third party in order to give effect to the provisions of this agreement.

15. WARRANTY OF AUTHORITY

15.1 Both parties, and the persons signing on behalf of the parties, warrant their authority to conclude this agreement.

15.2 Both parties further warrant that there is nothing that influence, or prevent any of the provisions of this agreement from being enforced.

16. SEVERABILITY

If any provision of this agreement is invalid or unenforceable for any reason, it will not thereby invalidate the whole agreement, unless the provision in question goes to the heart of the agreement. In such event, the party who is adversely affected by the invalid provision may elect to cancel the agreement; or to continue with it, or continue with it subject to agreement on any appropriate provision to replace the invalid or unenforceable one.

17. SERVICE REQUESTS

In support of services outlined in this Agreement, the Service Provider will respond to service requests submitted by the Customer within the following time frames:

- Within 3 (Three) Working days (during business hours).

18. FORMALITIES

The parties agree that they will do all things and sign all documents necessary to give effect to the terms of this agreement.

19. ENVIRONMENT

The service provider shall ensure that all material, services and works supplied in terms of the contract conform to all applicable environmental legislation.

20. WHOLE AGREEMENT

This written agreement constitutes the entire agreement between the parties, and no representation by any of the parties or their agents, whether made prior or subsequent to the signing of this agreement shall be binding on any of the parties unless in writing and signed by the parties.

Thus done and signed at _____ on this ____ day of _____ 2022

Mr. L.D. TSOTETSI
Acting Municipal Manager

AS WITNESSES For: **Lekwa Local Municipality**

1 _____

2 _____

Who by his/her signature as Director warrants that he/she is duly authorised

AS WITNESSES For: _____

1 _____

2 _____

LEKWA LOCAL MUNICIPALITY

The Appointment of Qualified and Accredited Training Service Providers to Serve on Lekwa Municipality's Panel Of Training Service Providers For 36 Months Period. CS 01/2022/20233

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

B. Imported directly by the Tenderer			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above					

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date: _____

Annex E

Local Content Declaration - Supporting Schedule to Annex C

DM
2021

Note: VAT to be excluded from all calculations

Tender description:
Designated products:
Tender Authority:
Tendering Entity name:

Local Products (Goods, Services and Works)

Description of items purchased

Local suppliers

Value

(E6)

(E7)

(E8)

(E9) Total local products (Goods, Services and Works)

Manpower costs

(E10) (Tenderer's manpower cost)

NOT A FINAL DRAFT

LEKWA LOCAL MUNICIPALITY

The Appointment of Qualified and Accredited Training Service Providers to Serve on Lekwa Local Municipality's Panel Of Training Service Providers For 36 Months Period.CS 01/2022/2023

Factory overheads (E11)(Rental, depreciation & amortisation, utility costs, consumables etc.)

Administration overheads and mark-up (E12)(Marketing, insurance, financing, interest etc.)

(E13) Total local content

Signature of tenderer from Annex B

C - C24

Date:

The guidance document can be found at: www.dti.gov.za/industrial_development/docs/ip/guideline.pdf

NOT APPLICABLE

NOT APPLICABLE