

WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY



TENDER DOCUMENT

FOR

PRE-CAPACITY BUILDING PROGRAMME FOR GBS MANUFACTURING HUBS

CONTRACT NO: WMM LM 10/06/22 B GBS C

26 JANUARY 2024

ISSUED BY:

Issued and Prepared by:
Winnie Madikizela Mandela Local Municipality
Planning Development Department
51 Winnie Madikizela Mandela Street
Bizana
4800

Municipal Manager: Mr. L. Mahlaka
Contact Person: Ms. N. Mafumbatha
Tel: 039 251 0230

NAME OF TENDERER:

AMOUNT:

1. INTRODUCTION

The Winnie Madikizela Mandela Local Municipality requires services of a suitably qualified service provider who will conduct pre-capacity building for the manufacturing hubs project. This programme intends to upskill the 3 identified communities and thereby create a pool base of skilled workforce in Bizana who may participate directly or indirectly in the project upon operations.

1.1 BACKGROUND

The Municipality is in a process of developing 3 Manufacturing hubs, the main focus of these hubs will be to produce high quality building material through technology driven machinery.

The feasibility study of the project is currently underway and includes geotechnical and land survey study, and an environmental impact assessment

When all the above are in place and all approvals have been received, implementation will commence, where the manufacturing plant will be built and all necessary equipment installed. Production will commence, where SABS approved building material such as building blocks, concrete, slabs and paving blocks will be produced.

Part of the project includes pre-capacity building programme that will empower the communities and SMMEs within the community and will benefit SMMEs in the manufacturing and construction sectors.

The manufacturing sector forms part of the broader secondary sector of the economy that manufactures finished goods. All of manufacturing, processing and construction lies within the secondary sector. South Africa has a well-developed set of national standards which enable manufacturers and contractors to provide consumers with high quality products. The South African Bureau of Standards operates in terms of the Standards Act, 1993, as the national institution for the promotion and maintenance of standardisation and quality in connection with commodities and the rendering of services.

Competition in the district with regards to manufacturing of building material is fairly high considering that retailing sector in the building material has already established supply chain of the building material. However, Government programmes such as sanitation and RDP houses are considered to be the main target market for manufactured building material.

The establishment of the Manufacturing hubs will be among one of government initiatives in the district that can play a significant role in bridging the existing gap in the market.

The Environment in which the manufacturing hubs will operate is affected by various Macro-Environment factors such as Political, Economic factors, Social, Technological and Legal factors.

1.2 PROBLEM STATEMENT

Winnie Madikizela Mandela local municipality and Alfred Nzo District municipality at large is faced with a number of socio-economic challenges such as high level of unemployment, poverty, low skills levels and low levels of education.

The Municipality is also one of the four local municipalities in the Alfred Nzo District which is classified as a category B Municipality that covers an area of approximately 2 806 km, this is a political and administrative municipality that is located on the R61 road connecting KwaZulu Natal south coast boundary to the N2 leading to Mthatha. In order to respond to one of the stated socio-economic challenges in the District, and also a part of its mandate, the Municipality has a responsibility to provide water and Sanitation to its citizens. This responsibility poses both a challenge and an opportunity for local SMMEs in the District to supply material.



**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY
RE-ADVERT**

PROJECT NAME	CONTRACT NUMBER	CIDB	CLOSING DATE
Pre-Capacity Building for GBS Manufacturing Hubs	WMM LM 10/06/22 B GBS C	N/A	16 February 2024 @ 12h00

Bid proposals are hereby invited from suitably qualified and accredited service providers who are interested to submit their proposals to tender for the above-mentioned projects for Winnie Madikizela-Mandela Local Municipality.

Bid documents can be downloaded from e-tender portal website. (www.etenders.gov.za)

Bids should score a minimum point of 70% in order to be considered for further evaluation.

The bids will be evaluated on the **80/20 or 90/10** preferential points system

Failure to submit the following fully completed document(s) will render the bid null and void:

- A copy of Entity Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 3 months), proof of CSD Registration
- SARS Valid PIN Printout
- Bid documents MBD1, MBD4, MBD6.1, MBD 8 and MDB 9
- Billing Clearance Certificate or Statement of Municipal Accounts confirming that no undisputed municipal accounts are overdue by more than 30 days and a signed letter by the bidder confirming that the institution does not have outstanding accounts more than 30 Days on the day of the tender closing.
- Evaluation Criteria: 80 or 90= Price, 20 or 10= Specific Goals as per the attached MBD 6.1 respectively
- In case of a joint venture, an original valid Tax Compliance Document of both partners should be submitted as well as a signed agreement by both parties clearly indicating the lead partner
- The Minimum Threshold for Local Content for the above-mentioned projects is 100% (If Applicable)

Advert Date: 26th January 2024

Closing Date: All tenders must be emailed to tenders.scm@mbizana.gov.za by no later than the date and time stated above after which they will be opened. All tenders must be clearly marked the Name of the project and Reference number indicated above. Failure to do so your tender may not be considered

No late, incomplete or facsimile bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. Winnie Madikizela-Mandela Local Municipality reserves the right to accept part or full bid. For technical enquiries, please contact Mr. B. Hlangabezo on (061) 604 0632, email: hlangabezob@mbizana.gov.za during working hours. For Supply Chain Management related enquiries, please contact Mr. Z. Khala at (079) 886 0942, email: khalaz@mbizana.gov.za during working hours

.....
Mr. L. Mahlaka
Municipal Manager

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Letter of Consent

Name and Domiciliumcitandi of organization

The Municipal Manager

Winnie Madikizela-Mandela Local Municipality

P.O. Box 12

Bizana

4800

Sir/Madam

Granting of authority to request information from any legal entity relevant to this Bid

I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered. I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material value to Winnie Madikizela-Mandela Local Municipality and directly relevant to the consideration of my/our Bid.

I/we _____ grant my/our consent to such source to provide confidential information.

I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Winnie Madikizela-Mandela Local Municipality, would affect the consideration of my/our Bid in any way. The Winnie Madikizela-Mandela Local Municipality wishes to inform you that all information regarding your personal matters is treated as strictly confidential.

Please tick the appropriate box.

<input type="checkbox"/>	I/We hereby consent to the above
<input type="checkbox"/>	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Winnie Madikizela-Mandela Local Municipality responsible for not considering my/our Bid.

Signature: Date:

Witness: Signature:

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)							
BID NUMBER:		CLOSING DATE:		CLOSING TIME:			
DESCRIPTION							
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).							
BID RESPONSE DOCUMENTS MAY BE SENT VIA EMAIL TO THE EMAIL ADDRESS PROVIDED BELOW OR AS PER TENDER REQUIREMENTS							
TENDERS.SCM@MBIZANA.GOV.ZA for tenders above R300 000 inclusive of VAT							
OR							
QUOTES.SCM@MBIZANA.GOV.ZA for quotations below R300 000 but above R30 000 inclusive of VAT							
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:		
PEOPLE LIVING WITH DISABILITY [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		MILITARY VETERAN		<input type="checkbox"/> Yes <input type="checkbox"/> No	
[DOCUMENTARY PROOF/ SWORN AFFIDAVIT (FOR PEOPLE LIVING WITH DISABILITIES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR TARGETED GOALS]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE		R	
SIGNATURE OF BIDDER			DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:				TECHNICAL INFORMATION MAY BE DIRECTED TO:			
DEPARTMENT				CONTACT PERSON			
CONTACT PERSON				TELEPHONE NUMBER			
TELEPHONE NUMBER				FACSIMILE NUMBER			
FACSIMILE NUMBER				E-MAIL ADDRESS			
E-MAIL ADDRESS							

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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
<p>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.</p>	

**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:

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MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

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

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the

management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?**YES / NO**

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED (FULL NAMES)

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

I ACCEPT THAT THE MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
South African	1.5	3		
Black	1.5	3		
Women	1.75	3.5		
Youth	1.75	3.5		
Leaving with disability	1.75	3.5		
Military Veterans	1.75	3.5		
Total Points Allocated	10	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>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.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js367bW

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 proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
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.

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.

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

2. THE OBJECTIVES OF THE PROJECT.

- 2.1 The main objective of the manufacturing hubs is to intensify the level of production in the manufacturing sector in order to significantly improve the local and district economy; create job opportunities for the unemployed, reduce economic leakages occurring and in turn increased contribution to GDP.

Specific Objectives:

- Develop a technology driven manufacturing hub for the production of building material to support developments occurring in Mbizana and Alfred Nzo District at large;
- Significantly reduce the leakages prevailing within the manufacturing sector, and assist in ensuring that revenue circulates within the local and district's economy
- Create an enabling environment for the development of small businesses through enhancing the skills base for SMMEs operating in the manufacturing and construction sectors;
- Contribute to job creation opportunities within the District
- To increase income generation for Mbizana and surrounding communities
- To intensify the contribution of the manufacturing sector to the District Gross Value Added.

3. CRITICAL MILESTONES

- 3.1 Pre-capacity building will entail;
- Conflict management basic for 30 people, level 5
 - Heavy duty vehicle driving license for 15 people, code 14
 - Construction plant (earthmoving) for 15 people
 - Entrepreneurship and basic business skills, safety, health and environment for 150 people, level 3
 - Plumbing for 15 people, level 2
 - Carpentry for 6 people, level 2
 - Mechanical for 5 people, level 2
 - Forklift drivers for 45 people
 - Brick layer training for 15 people, level 2
 - Skills analysis for 200 people

This programme will equip communities and SMMEs with a broad understanding and knowledge of the above-mentioned fields. The programme will be delivered through lectures, interactive methods, group discussions and practical testing and licensing. Due to the rural nature of our area all trainings will be conducted physically rather than virtually. Training should empower the audience with relevant information that will enable them to participate in the transformation of the manufacturing sector and their communities. The training should also instil project execution principles and Improve knowledge of the manufacturing hubs project and its goals.

Besides the preparation and delivery of the course content, the training service provider will be responsible for organising and conducting the scheduled activities of the agreed training course, as well as provide the following arrangements;

- Hiring of training facilities and where applicable accommodation, student stip-end, transport, all meals and refreshments and any other costs related to this pre-capacity building.
- Lunch meals and refreshments during the training sessions with more than 5 hour duration.
- Training material including but not limited to projector, flip chart, pens, files, note pads etc

4. OUTCOMES AND DELIVERABLES.

The appointed service provider will be required to conduct accredited training as follows;

- Conflict management basic for 30 people, level 5
- Heavy duty vehicle driving license for 15 people, code 14
- Construction plant (earthmoving) for 15 people
- Entrepreneurship and basic business skills, safety, health and environment for 150 people, level 3
- Plumbing for 15 people, level 2
- Carpentry for 6 people, level 2
- Mechanical for 5 people, level 2
- Forklift drivers for 45 people,
- Brick layer training for 15 people, level 2
- Skills analysis for 200 people

The training course that comprises of at least the following;

- Training duration not exceeding 6 months which includes delivery of content.
- Inception report including a clear methodology to be used in training for Conflict Management; Safety, Health and Environmental basic; Heavy Duty Vehicle Driving License; Construction Plant (Earthmoving); Entrepreneurship and Basic Business Skills; Plumbing; Carpentry; Mechanical; Forklift drivers and Brick layer Training, the understanding of the consultant's TORs, work plan, staff to be

hired, timeline, logistics, organization as well as detailed explanation of the evaluation plan for their achievements. To be delivered latest 1 week before the start of the assignment.

- Mid-Line detailed Implementation Report including the list, contact and detailed information of supported beneficiaries, the scope of services provided, challenges faced in implementation and proposed interventions. The midline report will be submitted to the municipality.
- Comprehensive skills analysis report.
- Final Report: The final report should include a detailed report of the activities implemented during the agreed project timeline. In addition, the report will include the detailed achievements, challenges, lessons learned, registers, certificates, licenses as well as recommendations.

The service provider is required to produce all the deliverables during the contract period.

5. PROJECT DURATION AND COST

- 5.1 It is expected that the project be completed in a period of 4 months effective from the date of appointment. The target dates for each milestone (as well as the associated deliverable) and the amount of financial compensation for the work done must be clearly stated in the implementation plan.
- 5.2 Due to the urgency of the project it is critical that timeframes are strictly adhered to. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.

6. RELEVANT SKILLS AND EXPERIENCE.

- 6.1 Below is a summary of Mandatory requirements:
- Project leader must hold at least one of the
 - ***Diploma or degree in Project management, Human Resource Management or Business Administration***
- 6.2 Skills and abilities required in the team to execute the project include the following:
- Research, analytical, writing and communication skills;
 - Understanding of local economic development
 - Records management
 - Project administration
 - Ability to conduct outcome based assessment

- Facilitation
- Skills development
- Gather information
- Strategic planning
- Excellent analytical, report writing, presentation, research and communication

6.3 It is therefore recommended that the service provider ensures that people with relevant skills are part of the project. A list of people containing, among other things, names, qualifications and experience who will be directly involved in the project must be submitted. This should clearly indicate what roles each team member will play.

A company / team profile containing, among other things, names, qualifications and experience of persons who will be **directly** involved in the project must be included.

6.4 All team members that will be directly involved in the project will be expected to attend all progress report meetings as scheduled and agreed upon by both parties. The selected team members shall stay the same for the duration of the project and cannot be changed without prior discussions with and approval from the municipality.

7. CAPACITY BUILDING AND SKILLS TRANSFER.

7.1. The municipality considers skills development as an integral part of the out-sourcing process. The process should ensure that skills development and transfer is achieved within the municipality. Proposals should indicate how skills development and transfer would be achieved in the municipality.

8. INFORMATION GATHERING

8.1 The successful Service Provider is expected to contact all the relevant Planning, Local Economic Development or Small Medium Micro Enterprise Officials and required officials and units within the local, district and provincial spheres of government to obtain relevant information that is required for the project.

8.2 In the light of the event that the service provider needs a letter to confirm the motive for requesting information from the different spheres of government or parastatals, the municipality will provide the requested letter.

However, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the service provider.

9.TERMS AND CONDITIONS OF THE BID

9.1 General

- 9.1.1 Awarding of the bid will be subject to the Service Provider's express acceptance of the municipal Supply Chain Management general contract conditions.
- 9.1.2 The municipality and Service Provider will sign a Services Level Agreement upon appointment.
- 9.1.3. Staffing requirements will be identified on the onset of the project and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the municipality.
- 9.1.4 No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the municipality, except where duly authorized to do so in writing by the municipality.
- 9.1.5 Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in municipality.
- 9.1.6 The successful Service Provider agrees to keep all records and information of, or related to the project confidential and not discloses such records or information to any third party without the prior written consent of municipality.
- 9.1.7 The municipality reserves the right to terminate the contract in the event that there is clear evidence of non-performance and non-compliance with the contract.
- 9.1.8 The service provider may be required to do a presentation in person or virtually to the municipality or partners; at their own cost should it be deemed necessary to do so.

10 Format of Proposal

- 10.1 All proposals are to respond to requirements as per the Terms of Reference
- 10.2 All proposals should be clearly indexed and easy to read

11.FINANCIAL PENALTIES

- 11.1 Financial penalties shall be imposed for agreed milestones, targets, and deadline not met without providing:
 - Timely notification of such delays.
 - Valid reasons for the delays.
 - Supporting evidence that the delays were outside of the influence of the service provider.
- 11.2 Payments will be made only for work performed to the satisfaction of the municipality and per the payment schedule that will be part of the service level agreement.
- 11.3 Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract.
- 11.4 Original copies of invoices to substantiate all costs must be provided.
- 11.5 A pricing schedule, **submitted on a separate sheet from the technical proposal for ease of evaluation**. The pricing schedule should include the following:
 - The names of the persons nominated to be used on the project;
 - All monetary amounts must be in South African Rand;
 - Disbursements must be indicated separately and inclusive; and
 - VAT must be included.

12. UNDUE DELAY REMEDIES

- 12.1 Should it be found that the delay of the project in terms of the agreed time period is unreasonable then there shall be a penalty in terms of percentages which will be deducted from the payment as indicated below.

10 days overdue	15 days overdue	20 days overdue	25 days overdue	More than 30 days overdue
5%	10%	20%	50%	100%

13.EVALUATION PROCEDURE

The bids will be evaluated in two stages, namely:

- Stage 1- Functionality
- Stage 2- Price and Specific goals

Only Bidders who score 70% or more on stage 1 would be evaluated further.

ITEM	Weight
STAGE 1 OF EVALUATION – FUNCTIONALITY	
Functionality	100
Previous Experience	50
Capacity and Expertise (accreditation)	40
Methodology	10
STAGE 2 OF EVALUATION – PRICE & SPECIFIC GOALS	
Specific goals	20
Price	80
TOTAL	100

50 Points for previous experience are spread as follows:

- Traceable record of experience in conducting a minimum of 5 Technical skill training or Soft skills training including appointment letters and completion letters. 50 points may be awarded.
- Traceable record of experience in conducting a minimum of 4 Technical skills training or Soft skills training including appointment letters and completion letters. 40 points may be awarded
- Traceable record of experience in conducting a minimum of 3 Technical skills training or Soft skills training including appointment letters and completion letters. 30 points may be awarded.
- Traceable record of experience in conducting a minimum of 1 Technical skills training or Soft skills training including appointment letter and completion letter. 10 points may be awarded

40 Points for Capacity and Expertise are spread as follows:

- Accreditation with relevant SETA (10 points)
- Registered with Quality Council for Trades and Occupation (QCTO) (10 points)
- Registered Assessor with relevant SETA (10 points)
- Curriculum vitae and qualification of team with clear roles and traceable references (10 points)

10 Points for Methodology are spread as follows:

- Clear proposal containing the implementation plan for the training, Availability to start immediately and carry out the project on a sustained basis until completion. Quality assurance steps indicated, skills transfer and clear reporting mechanism. Budget breakdown.

C1.1 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:

PROFESSIONAL SERVICES: PRE-CAPACITY BUILDING FOR GBS MANUFACTURING HUBS

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 Service Provider 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);

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 Service Provider in the conditions of Contract identified in the Contract Data.

Signature:.....**Name:**

.....

Capacity:

.....

For.....**the**.....**tenderer:**

.....

.....
.....

(Name and domicilium citandi of organization)

Name and Signature of Witness:.....**Date:**.....

Acceptance

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

The terms of the Contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this agreement)

Part C2 Pricing Data (see volume 2)

Part C3 Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of Contract identified in the Contract Data. Failure to fulfill 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, signed copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Service Provider) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding Contract between the parties.

Signature(s):

Name(s).....

Capacity: MUNICIPALITY MANAGER

FOR WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY, 51 MAIN STREET, BIZANA, 4800

(Name and domiciliumcitandi of organization)

Name and Signature of Witness: Date:

OFFICIAL STAMP:

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Schedule of Deviations

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Notes:

1. The extent of deviations from the tender documents issues by the Employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final Contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter is arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the Contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject _____

Details _____

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

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

For the tenderer:

Signature(s): **Name(s):**

Capacity:

FOR TENDERER:

.....

....

(Name and domiciliumcitandi of organization)

Name and Signature of Witness:.....**Date:**

Signature(s):

Name(s):.....

Capacity: **MUNICIPALITY MANAGER**

FOR WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY, 51 MAIN STREET, BIZANA, 4800

(Name and domiciliumcitandi of organization)

Name and Signature of Witness: Date:

OFFICIAL STAMP