

MUNISIPALITEIT DAWID KRUIPER MUNICIPALITY



BID

APPOINTMENT OF A PANEL OF ACCREDITED SERVICE PROVIDERS FOR SKILLS DEVELOPMENT IN DAWID KRUIPER MUNICIPALITY FOR A PERIOD OF THREE YEARS

DIRECTORATE CORPORATE SERVICES

PRIVATE BAG X6003

UPINGTON

8800

NOTICE TN006/2023

Bidders Name : _____

Bid Price : R _____

DAWID KRUIPER MUNICIPALITY

APPOINTMENT OF A PANEL OF ACCREDITED SERVICE

PROVIDERS FOR THE DAWID KRUIPER LOCAL MUNICIPALITY

FOR A PERIOD OF THREE YEARS

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DAWID KRUIPER MUNICIPALITY

Republic of South Africa



DAWID KRUIPER MUNICIPALITY PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

APPOINTMENT OF A PANEL OF ACCREDITED SERVICE PROVIDERS FOR THE DAWID KRUIPER LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS

DAWID KRUIPER MUNICIPALITY**SECTION "A"****GENERAL CONDITIONS OF QUOTATION****TABLE OF CLAUSES**

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GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. Definitions

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

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**Dawid Kruiper: Republic of South Africa**

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on Dawid Kruiper municipality's website.
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information inspection**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent Rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for Dawid Kruiper municipality, the intellectual, copy and patent rights or ownership of such documents or projects will vest in Dawid Kruiper municipality.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

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Dawid Kruiper: Republic of South Africa**8. Inspections, tests and analyses**

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

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**Dawid Kruiper: Republic of South Africa****9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The

packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and Documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

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14. Spare parts

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information

pertaining to spare parts manufactured or distributed by the supplier:

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Variation Orders | <p>18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> |

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person. restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

Dawid Kruiper: Republic of South Africa**24. Antidumping and countervailing duties and rights**

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

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| 28. Limitation of Liability | <p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p style="margin-left: 40px;">(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p style="margin-left: 40px;">(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p> |
| 29. Governing Language | <p>29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p> |
| 30. Applicable law | <p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.</p> |
| 31. Notices | <p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p> |
| 32. Taxes and duties | <p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.</p> <p>32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.</p> |

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| 33. Transfer of contracts | 33.1 | The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser |
| 34. Amendment of contracts | 34.1 | No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing. |
| 35. Prohibition of restrictive practices | 35.1 | In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding. |
| | 35.2 | If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998. |
| | 35.3 | If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned. |

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

DAWID KUIPER MUNICIPALITY

SPECIFICATION

APPOINTMENT OF A PANEL OF ACCREDITED SERVICE PROVIDERS FOR SKILLS DEVELOPMENT IN DAWID KUIPER MUNICIPALITY FOR A PERIOD OF THREE YEARS

1. SCOPE OF BID

Bids are invited for the Skills Development Programme in the Dawid Kuiper Municipality from 01 July 2023 until 30 June 2026.

Bidders will be responsible for the provision and implementation of Learnerships and Skills programmes in terms of the requirements of the Municipality's Workplace Skills Plan.

Potential Service Providers must be willing to perform the tendered service(s) in the Dawid Kuiper Municipality Area.

Officials of the Municipality will visit the offices of bidders to verify that the bidder meet the requirements of the Municipality.

2. CLOSING DATE

- 2.1. Sealed bids clearly marked **“TN006/2023 :APPOINTMENT OF A PANEL OF ACCREDITED SERVICE PROVIDERS FOR SKILLS DEVELOPMENT IN DAWID KUIPER MUNICIPALITY FOR A PERIOD OF THREE YEARS** must be placed in the Municipal tender Box before or at 14:00 on **Friday, 05 May 2023** and will be opened directly thereafter in the Councillor Chambers at the Municipal Offices.

3. GENERAL REQUIREMENTS

- 3.1. This bid document as a whole, without any alteration, modification, deletion, editing or formatting of the documents content, must be completed and returned no later than the closing date and time to be evaluated. Any incomplete, altered, modified, edited or formatted document will not be considered.
- 3.2. The lowest or only bid will not necessarily be accepted.
- 3.3. Bids per fax or E- mail will also not be considered, only the original signed document will be accepted.
- 3.4. The following forms, Summary of items and bid price, MBD 1, MBD 4, MBD 5, MBD 6.1, MDB 7.2, MBD 8 and MBD 9, must be completed.
- 3.5. Bids will be evaluated in accordance with the applicable Preferential Point Scoring System as set out in the Councils Supply Chain Management Policy.

4. COMPULSORY DOCUMENTATION

These documents **must be attached** to the bid form. Bids not containing these documents will be deemed as Non - Responsive.

4.1 **A copy of the Municipal account not older than 3 months and not in arrears for more than 90 days, on date of submission.**

4.2 If the bidder is not liable for levies for municipal services, a Sworn Affidavit indicating reasons as to why a municipal account cannot be submitted and/or a valid Lease Agreement indicating such must be provided.

4.3 **B-BBEE points would be allocated if:**

4.3.1 **A certified copy of B-BBEE verification certificate accredited by South African National Accreditation System (SANAS) or**

4.3.2 **An original Sworn Affidavit fully completed with black ink, must be attached to the bid document or**

4.3.3. **A copy of a DTI BBEE certificate must be attached to the bid document.**

5. BID PRICING

5.1 Bidders are required to quote prices according to the price schedules and specifications.

5.2 Price(s) quoted must be valid for at least 120 days from bid closing date.

5.3 Price(s) quoted must be firm and must be inclusive of VAT.

5.4 All prices must include delivery cost, accommodation and travel cost.

5.5 The Dawid Kruiper Municipality reserves the right to accept the bid as a whole or in part.

6. METHOD OF DELIVERY AND ADDRESS

Training services must be rendered in Upington and/or Rietfontein area.

7. LEGAL REQUIREMENTS

7.1 Bidders must comply with the following legislation:

- Skills Development Act, 1998 (Act 97 of 1998);
- Skills Development Levies Act, 1999 (Act 9 of 1999); and
- National Qualifications Framework Act, 2008 (Act 67 of 2008).
- South African Qualifications Act, 1995
- Employment Equity Act, 1998
- The National Skills Development Strategy for South Africa
- Human Resource Development Strategy for the Public Service, 2008 – 2013
- Adult Education and Training Act No.52, 2000
- Occupational Health and Safety Act No.181 of 1993
- Supply Chain Regulations
- Municipal Finance Management Act

7.2 **Bidders must be accredited with the Education & Training Quality Assurance Body requirements from the relevant ETQA body. Proof to be included in the Tender document.**

7.3 Bidders must be registered with any of the approved SETA's. Bidders must provide proof of registration/accreditation with the relevant SETA in the document.

8. SPECIFIC REQUIREMENTS

8.1 KEY OBJECTIVES

- a) To source accredited Skills Development Providers to offer learning programs identified.
- b) To improve the skills base of employed learners within the jurisdiction of the Dawid Kruiper Municipality
- c) To provide access to learning for the unemployed.
- d) To enable the Dawid Kruiper Municipality to achieve its Annual Training Plan and Annual Performance Plan targets.

8.2 CONTRACT PERIOD

The Contract will commence on 1 July 2023 until 30 June 2026.

Successful registration on the Panel of Service Providers does not automatically constitute a contract with the Municipality.

8.3 EXPECTED OUTCOMES

8.3.1 The service **provider** will be responsible for the following:

- To provide reports/feedback on Skills Development Programs to the Skills Development Unit.
- To compile and submit required learner documents as per the Municipality's requirements.
- To ensure that Learner enrolments and Certification are in line with the National Learner Record Database (NLRD) requirements.
- For the completion of attendance registers for the entire qualification (workplace and theoretical training)
- To keep accurate assessment and moderation records for each qualification/Unit Standard.
- To conduct all formative and summative assessments and generate a report.
- To moderate at least 10% of assessments (classroom-based and workplace-based).
- To conduct learner induction sessions in collaboration with the Municipality.
- To up-load learner enrolments and achievements on a learner management system (LMS) compliant to relevant SETA/NLRD specifications.
- To provide support to learners.
- Provide the Municipality with the tax invoices documents.
- Maintain a database of all learners and of all documents for the specific training course (including the learners that have exited the program).
- Training providers must submit a detailed course outlay for each training course applied for.
- Bidders must provide their own training venues, facilities and equipment.

8.3.2 Successful bidders will be expected to comply with guidelines of the Department of Higher Education and Quality Council for Trades and Occupations.

8.4 TRAINING PROGRAMS REQUIRED

- The Municipality is in need of the training programmes as set out in the table attached hereto.
- Skills Development Programs required for employees of the Municipality.

- Skills Development Programs required for unemployed person in the Municipal area. (Table 2)

8.5 EMPLOYED LEARNERS

NO	TYPE OF LEARNING PROGRAMME		UNIT STANDARD NUMBER	NQF LEVEL	ACCREDITATION YES/NO	NO OF LEARNERS WHICH CAN BE ACCOMMODATED
1.	Skills Program (Unit Standard Based)	Further Education and Training Certificate: Generic Management	57712	NQF LEVEL 4		
2.	Skills Program (Unit Standard Based)	Further Education and Training Certificate: Archives and Records Management	64069	NQF LEVEL 4		
3.	Skills Program (Unit Standard Based)	Advanced Diploma in Leadership Coaching	94704	NQF LEVEL 7		
4.	Learnership	Certificate: Municipal Financial Management	48965	NQF LEVEL 6		
5.	Skills Program (Unit Standard Based)	Advanced Certificate: Management	90665	NQF LEVEL 6		
6.	Skills Program (Unit Standard Based)	Occupational Certificate: Safety, Health and Quality Practitioner Occupational Health and Safety Practitioner	99714	NQF LEVEL 5		
7.	Skills Program (Unit Standard Based)	VAT Reconciliation	61595	NQF LEVEL 8		
8.	Skills Program (Unit Standard Based)	Supply Chain Management	74149	NQF LEVEL 8		
9.	Skills Program (Unit Standard Based)	Security Management	57713	NQF LEVEL 6		
10.	Skills Program (Unit Standard Based)	Risk Based Auditing	59989	NQF LEVEL 8		
11.	Skills Program (Unit Standard Based)	Law Enforcement by Laws	61729	NQF LEVEL 6		
12.	Skills Program (Unit Standard Based)	Labour Relations in workplace	93994	NQF LEVEL 6		
13.	Skills Program (Unit Standard Based)	Labour Law	93994	NQF LEVEL 5		
14.	Skills Program (Unit Standard Based)	IT Skills – Supervisory Level	19970	NQF LEVEL 8		

15.	Skills Program (Unit Standard Based)	Internal Auditing	49554	NQF LEVEL 7		
16.	Skills Program (Unit Standard Based)	Integrated Development Planning	50205	NQF LEVEL5		
17.	Skills Program (Unit Standard Based)	Information Technology	61592	NQF LEVEL 6		
18.	Skills Program (Unit Standard Based)	Human Resource Planning & implementation	61592	NQF LEVEL 6		
19.	Skills Program (Unit Standard Based)	Human Resource Development	50332	NQF LEVEL 5		
20.	Skills Program (Unit Standard Based)	Health & Wellness	61595	NQF LEVEL 5		
21.	Skills Program (Unit Standard Based)	Financial Auditing for Internal Auditors	49554	NQF LEVEL 8		
22.	Skills Program (Unit Standard Based)	Environmental Health	66789	NQF LEVEL 6		
23.	Skills Program (Unit Standard Based)	Contract Management	377896	NQF LEVEL 8		
24.	Skills Program (Unit Standard Based)	Auditing & Ethics	12891	NQF LEVEL 7		
25.	Skills Program (Unit Standard Based)	Advanced driving	57713	NQF LEVEL 3		
26.	Skills Program (Unit Standard Based)	NC: Ward Committee Governance	57823	NQF LEVEL 2		
27.	Skills Program (Unit Standard Based)	ND: Public Finance Management Administration	49554	NQF LEVEL5		
28.	Skills Program (Unit Standard Based)	NC: Environmental Practice	49605	NQF LEVEL 4		
29.	Skills Program (Unit Standard Based)	NC: Community Development Local Economic Development	83393	NQF LEVEL 5		

30.	Skills Program (Unit Standard Based)	FETC: Design foundation	49127	NQF LEVEL 4		
31.	Skills Program (Unit Standard Based)	NC: Design techniques	60509	NQF LEVEL 5		
32.	Skills Program (Unit Standard Based)	FETC: Generic management (junior manager)	57712	NQF LEVEL 4		
33.	Skills Program (Unit Standard Based)	NC interactive media (junior multimedia designer)	49121	NQF LEVEL 5		
34.	Skills Program (Unit Standard Based)	FETC: New Venture Creation	66249	NQF LEVEL 4		
35.	Skills Program (Unit Standard Based)	Further Education & Training Certificate: Environmental Practice	50309	NQF LEVEL 4		
36.	Skills Program (Unit Standard Based)	Further Education and Training Certificate: Generic Management: Disaster Risk Management	64870	NQF LEVEL 4		
37.	Skills Program (Unit Standard Based)	Further Education & Training Certificate Municipal Finance and Administration	50372	NQF LEVEL 5		
38.	Skills Program (Unit Standard Based)	Further Education and Training Certificate: Generic Management Disaster Risk Management	64870	NQF LEVEL 4		
39.	Skills Program (Unit Standard Based)	National Certificate: Municipal Governance	60529	NQF LEVEL 5		
40.	Skills Program (Unit Standard Based)	National Certificate: Municipal Governance	67467	NQF LEVEL 5		
41.	Skills Program (Unit Standard Based)	National Certificate Municipal Integrated Development Planning	50205	NQF LEVEL 5		
42.	Skills Program (Unit Standard Based)	National Certificate: Ward Committee Governance	57823	NQF LEVEL 2		

43.	Skills Program (Unit Standard Based)	Further Education & Training Certificate: Information Technology: Technical Support	78964	NQF LEVEL 4		
44.	Skills Program (Unit Standard Based)	National Certificate: Information Technology (System development)	48872	NQF LEVEL 3		
45.	Skills Program (Unit Standard Based)	Identify and apply responsibilities, functions, and qualities of the auditor	13061	NQF LEVEL 6		
46.	Skills Program (Unit Standard Based)	National Certificate: Local Government Council Practices	58578	NQF LEVEL 3		
47.	Learnership	FETC: Traffic law enforcement	62289	NQF LEVEL 4		
48.	Learnership	National Diploma: Legal interpreting	50023	NQF level 5		
49.	Recognition of Prior Learning	Occupational Certificate: Electrician	91761	NQF level 4		
50.	Skills Program towards a Qualification	National Certificate: Public Administration	66955	NQF level 5		
51.	Skills program towards a qualification	Certificate: Bid Committees	337061	NQF Level 5		
52.	Learnerships	National Certificate: Horticulture	66589	NQF level 2		
53.	Learnerships	National Certificate Supervision of Civil Engineering Construction Processes: Road Works	23674	NQF level 4		
54.	Learnerships	National Certificate: Occupationally Directed Education Training and Development Practices	50334	NQF level 5		
55.	Learnership	Further Education and Training Certificate: Water and Wastewater Treatment Process Control Supervision	61709	NQF level 3		

56.	Apprentice ships (artisan or artisan aids development)	Electrical Equipment Mechanic	OFO-671206			
57.	Apprentice ships (artisan or artisan aids development)	Plumber	DHET-2012 OFO-642601			
58.	Skills Programme	Peace Officer	377224	NQF2		
59	Skills Programme towards a Qualification	Water and Waste Water Treatment	QTCO aligned	NQF level 2 NQF level 4		
60	Skills Programme towards a Qualification	Water Reticulations Services	23475	NQF level 2		
61	Skills Programme towards a Qualification	Occupational Certificate: Fire Fighter (Hazmat)	98991	NQF level 4		
62	Skills Programme	Short course Minutes taking	13934	NQF level 5		
63	Skills Programme	Labour Relations in the workplace: Short Course	93993	NQF level 5		
64	Skills Programme towards a Qualification	Occupational certificate: Safety, Health and Quality Practioner (Occupational Health and Safety Practitioner)	99714	NQF level 5		
65	Short course: Non- credit	Handling / Transportation of Dangerous Goods		Below NQF level 1		
66	Short course: Non- credit	Handling of power tools		Below NQF level 1		

67	Short course: Non- credit	Working at heights		Below NQF level 1		
68	Short course: Non- credit	Working in confined spaces		Below NQF level 1		
69	Short course: Non- credit	Handling of telescopic boom handler		Below NQF level 1		
70	Short course: Non- credit	Front-end loader		Below NQF level 1		
71	Short course: Non- credit	Handling of Hazardous chemicals and substance control		Below NQF level 1		
72	Short course: Non- credit	First Aid 1& 2		Below NQF level 1		
73	Learnership	Internal Audit Technician	20358	NQF level 7		

18.2 LEARNERS (UNEMPLOYED)

NO	QUALIFICATION		UNIT STANDARD NUMBER	NQF LEVEL	ACCREDITATION YES/NO	MAXIMUM NO OF LEARNERS THE SERVICE PROVIDER WHICH TO TRAIN (INDICATE BELOW)
1.	Learnership	Certificate: Municipal Financial Management	48965	NQF LEVEL 6		
2.	Learnership	Advanced Certificate: Management	90665	NQF LEVEL 6		
3.	Learnership	Occupational Certificate: Safety, Health and Quality Practitioner Occupational Health and Safety Practitioner	99714	NQF LEVEL 5		
4.	Learnership	Supply Chain Management	74149	NQF LEVEL 8		
5.	Learnership	Security Management	57713	NQF LEVEL 6		
6.	Learnership	Labour Relations in workplace	93994	NQF LEVEL 8		
7.	Learnership	Labour Law	93994	NQF LEVEL 5		
8.	Learnership	Internal Auditing	49554	NQF LEVEL 7		
9.	Learnership	Integrated Development Planning	50205	NQF LEVEL 5		
10.	Learnership	Information Technology	61592	NQFLEVEL 6		

11.	Learnership	Human Resource Planning & implementation	61592	NQF LEVEL 6		
12.	Learnership	Human Resource Development	50332	NQF LEVEL 5		
13.	Learnership	Health & Wellness	61595	NQF LEVEL 4		
14.	Learnership	Financial Auditing for Internal Auditors	49554	NQF LEVEL 8		
15.	Learnership	Environmental Health	66789	NQF LEVEL 6		
16.	Learnership	Contract Management	377896	NQF LEVEL 8		
17.	Learnership	NC: Ward Committee Governance	57823	NQF LEVEL 2		
18.	Learnership	ND: Public Finance Management Administration	49554	NQF LEVEL 5		
19.	Learnership	NC: Environmental Practice	49605	NQF LEVEL 4		
20.	Learnership	NC: Community Development Local Economic Development	83393	NQF LEVEL 5		
21.	Learnership	FETC: design foundation	49127	NQF LEVEL 4		
22.	Learnership	NC: design techniques	60509	NQF LEVEL 5		
23.	Learnership	FETC: New Venture Creation	66249	NQF LEVEL 4		
24.	Learnership	Further Education and Training Certificate: Generic Management: Disaster Risk Management	64870	NQF LEVEL 4		
25.	Learnership	National Certificate: Municipal Governance	60529	NQF LEVEL 5		
26.	Learnership	National Certificate: Municipal Governance	67467	NQF LEVEL 5		

27.	Learnership	National Certificate Municipal Integrated Development Planning	50205	NQF LEVEL 5		
28.	Learnership	National Certificate: Ward Committee Governance	57823	NQF LEVEL 2		
29.	Learnership	Further Education & Training Certificate: Information Technology: Technical Support	78964	NQF LEVEL 4		
30.	Learnership	National Certificate: Information Technology (System development)	48872	NQF LEVEL 3		
31.	Learnership	National Certificate: Local Government Council Practices	58578	NQF LEVEL 3		
32.	Learnership	FETC: Traffic law enforcement	62289	NQF LEVEL 4		
33.	Skills Programme towards a Qualification	Water and Waste Water Treatment	QTCO aligned	NQF level 2 NQF level 4		
34.	Skills Programme towards a Qualification	Water Reticulations Services	23475	NQF level 2		
35.	Skills Programme towards a Qualification	Occupational Certificate: Fire Fighter (Hazmat)	98991	NQF level 4		

9. FINANCIAL TERMS

The Dawid Kruiper Municipality is a local government institution and as such the terms of payment are thirty (30) days from date of invoice.

10. FUNCTIONALITY:

A roll-out plan must be submitted for the Learning Programmes.

- a) Bidders must score 50 points and more.
- b) All evidence indicated in column C must be cross-referenced with column D (pages) – failure to do so may cancel functionality evaluation of the tender
- c) The evaluation of service provider's response will be evaluated in accordance with the criteria below.

CRITERIA		POINTS
1	Project Plan (Roll out / implementation)	30
2	Company Profile (Track Record and references)	20
3	Human Resource Capability (Project Leader and Education Training and Development Practitioners (ETDP), and Administrators	20

(A) SUBJECT// CATEGORY	(B) MAIN ITEMS	(C) ITEMS /DESCRIPTION	(D) CROSS REFERENCE TO PAGE No.	(E) SCORING	WEIGHT POINTS		
1. PROJECT PLAN (30 points)	1.1.ROLL OUT / IMPLIMENTATION	1. Bidders must provide a detailed approach in which the project will be implemented under these three phases/milestones: a). Planning b). Execution and c). Closure The Project roll-out/implementation plan must include: i. Deliverables at each phase in sequential order; ii. Expected Timeframes required to achieve the deliverables – learnerships, skills programmes, short courses iii. Person responsible for the deliverables; iv. Availability of learning, Training, and Assessment material. v. Risk and constraints vi. Monitoring and reporting of the project vii. Project closure/ statement of results/certification and (Exit Strategy and or sustainability for unemployed learners).		I – 5 points II – 4 points III – 4 points IV – 4 points V – 4 points VI – 4 points VII – 5 points 30 = Bidders has provided comprehensive and detailed information on rollout/ implementation plan (comprehensive and detailed information refers to: Bidders has provided all seven (7) items of the roll-out / implementation plan as per Column C, item Description	<table><tr><td>Weight points (max)</td></tr><tr><td>30</td></tr></table>	Weight points (max)	30
Weight points (max)							
30							
2. COMPANY PROFILE (20 points)	2.1. TRACK RECORDS AND REFERENCES	2.2.1. Track record 1. Bidders must provide company profile detailing previously completed projects		Track record 0 = None submission of the required profile	Track Record		

		relating to qualification they have applied for or previously related projects completed, names of companies, duration of the projects, results and successes achieved in terms of completion. The Bidders must include the number of beneficiaries trained during the period and the contract value. 2. The bidder without a track record, must submit a joint venture memorandum of agreement with an experienced SDP in the qualification applied; provide the track record of the venture partner, and submit their accreditation letter of the qualification applied.		demonstrating previous completed projects 5 = Bidder submitted company profile where they completed minimum of two projects 10 = Bidder submitted company profile where they completed minimum of three projects	<table><tr><td>Weight points (max)</td></tr><tr><td>0</td></tr><tr><td>5</td></tr><tr><td>10</td></tr><tr><td></td></tr></table>	Weight points (max)	0	5	10	
Weight points (max)										
0										
5										
10										
		2.1.2 References The bidder must provide three (3) references of similar work done in the past three (3) years (Reference letters are deemed valid when they are for the work done in the past three (03) years and are for the projects listed on the company profile as per criteria 2.1.1 above		References 0 = None submission or submission of contactable references letters with irrelevant experience. 5 = Bidder has submitted between 1 -2 valid contactable references letters in training services 10 = Bidder has submitted 3 or more valid contactable references letters in training services	<table><tr><td>Weight points (max)</td></tr><tr><td>0</td></tr><tr><td>5</td></tr><tr><td>10</td></tr><tr><td></td></tr></table>	Weight points (max)	0	5	10	
Weight points (max)										
0										
5										
10										
HUMAN RESOURCE	3.1. PROJECT TEAM AND EDUCATION	3.1.1. Project Leader		Project Leader						

CAPACITY (20 Points)	TRAINING AND DEVELOPMENT PRACTITIONER (ETDP) ADMINISTRATORS AND PROJECT LEADER	1. The bidder must submit a comprehensive CV a project manager demonstrating a minimum of three (3) years experience in Project Management in the public sector with a specific references to training		0 = Non submission of information / project leader has irrelevant experience to the requirement. 10 = Submitted CV / Profiles of a Project Leader indicating three (3) years or more of experience in the public sector with a specific reference to training as per Column C, item Description.	<table><tr><td>Weight points (max)</td></tr><tr><td>0</td></tr><tr><td>10</td></tr><tr><td></td></tr></table>	Weight points (max)	0	10		
Weight points (max)										
0										
10										
		3.1.2. ETD Practitioners a) List of Facilitators, Registered Assessors, Registered Moderators and Mentors for the qualification applied for. (i) Facilitator – must have the relevant qualification which is at least 1 NQF level higher than the qualification applied for. The facilitators' qualifications must be submitted to prove that they are qualified for the qualification. (ii) Assessor – must be registered for the applied qualification (iii) Moderation – can be an assessor for the qualification applied for. The moderation's academic qualifications must be submitted to prove that they are subject matter experts		ETP Practitioners 0 = List of ETD practitioners with qualification and CV's not provided/ submission of irrelevant CVs/ profiles / CV's less than one (1) year. 10 = Bidders has provided detailed information on ETD practitioners. Detailed information refers to (e.g. list of ETD practitioners, their qualifications/ certificates and CVs/ profiles provided /	<table><tr><td>Weight points (max)</td></tr><tr><td>0</td></tr><tr><td>5</td></tr><tr><td>10</td></tr><tr><td></td></tr></table>	Weight points (max)	0	5	10	
Weight points (max)										
0										
5										
10										

		b) Qualifications / Certificates of the ETD Practitioners for the qualification/ applied for. c) Curriculum Vitae (CV) of the ETD Practitioners for the qualifications applied for. ETDP Practitioners should at least possess a minimum of three (3) years of experience in relevant applied qualifications.		Experience is three (3) years and above	
TOTAL FUNCTIONAL SCORE					70

DAWID KRUIPER MUNICIPALITY**SECTION "C"**

To: The Municipal Manager
Private Bag X6003
UPINGTON
8800

Sir

In response to the official notice calling for the supply and delivery of the services listed I/we, the undersigned, carrying on a business under the name of:

Address: _____

Tel nr: _____

do hereby quote to supply the services in accordance with the General Conditions of Quotation and the Specifications attached hereto except in so far as amended in our accompanying covering letter, at the prices given and to deliver those services within the stated delivery period measured from the date of the Council's letter of acceptance of my/our quotation. Quotation prices are included in Section "D" hereof.

The undersigned agrees, that in terms of these documents this Tender shall remain open for acceptance for a period of **120 (one hundred and twenty)** days from the date on which quotations are returnable and that notification of acceptance by the Municipal Manager shall constitute a binding contract with effect from the date of such notification.

Bid price (all taxes included): R_____

Amount in words:

SIGNED AT _____ ON THIS _____ DAY OF _____
2023.

Signed by, or on behalf of the bidder, in the presence of the undersigned witnesses.

WITNESSES:

1. _____

2. _____

SIGNATURE OF BIDDER

DAWID KRUIPER MUNICIPALITY

SECTION “D”

SUMMARY OF ITEMS AND BID PRICES

All prices quoted must be VAT inclusive

After I/we have checked with the general conditions of bid and the specifications, I/we bid as follow:

Please note all prices must be VAT inclusive.

NOT APPLICABLE

Signature of Bidder

Witnesses: 1.....

2.....

DAWID KRUIPER MUNICIPALITY

SECTION “E”

FORMS TO BE COMPLETED

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DAWID KRUIPER MUNICIPALITY			
BID NUMBER:	TN006/2023	CLOSING DATE: Friday, 05 May 2023	CLOSING TIME: 14:00
DESCRIPTION	APPOINTMENT OF A PANEL OF ACCREDITED SERVICE PROVIDERS FOR THE DAWID KRUIPER MUNICIPALITY FOR A PERIOD OF THREE YEARS		
Dawid Kruiper Municipality			
Civic Centre			
Mutual Street			
Uppington			
8800			
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]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ 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]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ 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	Supply Chain Management Unit	DEPARTMENT	H.R
CONTACT PERSON	Mary Marabi	CONTACT PERSON	Leonard Zaula
TELEPHONE NUMBER	054 338 7182	TELEPHONE NUMBER	054 338 7040
FACSIMILE NUMBER	-	E-MAIL ADDRESS	
E-MAIL ADDRESS	mary.marabi@dkm.gov.za		leonard.zaula@dkm.gov.za

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

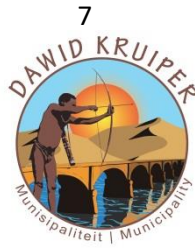
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



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 director's 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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

8.7 MUNICIPAL INFORMATION

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

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

8.10 Choose an item. Choose an item.



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	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>audi alteram partem</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 ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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 ☐	No ☐

4.2.1	If so, furnish particulars:		
Item	Question	Yes	No
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 ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
4.7.1	If so, furnish particulars:		

MBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



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:

**APPOINTMENT OF A PANEL OF ACCREDITED SERVICE
PROVIDERS FOR THE DAWID KRUIPER MUNICIPALITY FOR A
PERIOD OF THREE YEARS**

in response to the invitation for the bid made by:

DAWID KRUIPER MUNICIPALITY

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.

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.

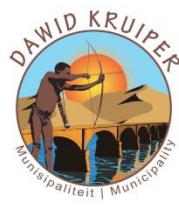
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



DAWID KRUIPER MUNICIPALITY

SECTION "F"

Annexures

Attach all annexures and documents to this page

1. Tax Clearance certificate
2. CSD registration
3. Certified B-BBEE Certificate or Original Sworn Affidavit/ A copy of a DTI BBEE certificate
4. A copy of a DTI BBEE certificate must be attached to the bid document.
5. Municipal account/ Valid Lease Agreement/Sworn Affidavit