

PARTICULARS OF THE BIDDER			
NAME OF THE BIDDING OR TENDERING			
COMPANY			
POSTAL ADDRESS			
	POSTAL CODE		
STREET ADDRESS			
(PHYICAL ADDRESS)			
	POSTAL CODE		
E-MAIL ADDRESS			
TELEPHONE NUMBER (TELKOM LINE)			
FACSIMILE NUMBER			
CELLPHONE NUMBER			
ALTERNATE CELLPHONE NO.			
CENTRAL SUPPLIER DATABASE NUMBER OF A			
BIDDING COMPANY			



TENDER COMPLETION AND RETURNABLE DOCUMENTS SCHEDULE

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD)

- ✓ Bidders must be registered on CSD and provide their registration number on the tender/ quotation document
- ✓ For a bidder to be considered, their status must reflect "tax compliance" on the date of tender/ quotation closure.

COMPLETION OF THE DOCUMENT

<u>PLEASE READ AND FOLLOW INSTRUCTIONS BELOW ON HOW TO COMPLETE</u> DIFFERENT FORMS IN THE DOCUMENT AND FILL THEM AS INSTRUCTED

- ✓ The tender documents must be completed in full i.e. MBD 1, MBD 4, MBD 5, MBD 6.1, MBD 8, MBD 9, Section 38 and the Form of Offer, including all witness signatures on all the above stated forms.
- ✓ NB! FAILURE TO ADHERE TO THE BELOW MENTIONED POINTS WILL INVALIDATE THE TENDER AND RESULT IN DISQUALIFICATION
 - MBD 1 must be fully completed and signed
 - MBD 4 -only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting.
 In a case of Joint Venture or multi- directors, full details of all Directors must be provided on the table on MBD 4.
 - MBD 6.1 must be fully completed.
 - MBD 8 only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting
 - MBD 9 must be fully completed and signed
 - **SECTION 38** only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting. Must be fully completed and signed, including signatures of witnesses.
 - Note that should you answer "NO" to any of the declaration questions on section 38 form, then supporting documents MUST be attached
 - **SIGNATORY AUTHORITSATION –** complete and sign the form

NB!! BLANK SPACES WILL LEAD TO DISQUALIFICATION



T2.1 : LIST OF RETURNABLE DOCUMENTS

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

1. DOCUMENTS REQUIRED FOR TENDER RESPONSIVENESS (Mandatory)

- 1. Municipal account for the business and directors not in arrears for more than 90 days or municipal account from private provider or statement of account from landlord with valid lease agreement.
- 2 Certified Company registration certificate
- Valid Tax Pin
- 4. Certified copy or original certificate of BBBEE issued by SANAS/CIPC/Sworn Affidavit signed and stamped by commissioner of oath (For joint ventures the certificate must be consolidated)
- 5. Certified ID Copies of Owners/Directors/Shareholders
- 6. All pages signed, initialed, and completed
- 7. CSD summary report not older than one month
- 8. Authority for Signatory on company letter head
- registration with a professional body SAQA/ ETAQ/ LGSETA or any relevant SETA
- 10. Proof of purchase of the tender document
- 11. Affirmable ownership declaration
- 12 Joint venture (JV) agreement if applicable
- 13 Compulsory enterprise questionnaires (MBD Forms in the document)

NB. Failure to adhere to above conditions will lead to automatic disqualification.

2. OTHER RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)

- Compulsory Enterprise Questionnaire*(MBD Forms)
- Declaration affidavit
- Qualifications
- Personnel Schedule
- Financial rating
- Latest audited financial statements



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NB! THE BID DOCUMENTS SHOULD BE RETURNED PACKAGED IN THE MANNER IN WHICH THEY APPEAR IN THE TABLE OF CONTENTS FOR EASE OF REFERENCE.



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)						
,					SING	
BID NUMBER:		CLOSING DATE:	14 JULY 2022			12H00
COMPULSORY	BKRIEFING SESSION		N/A	TIME		12H00
	_	PANEL OF ACCREDITE			_	_
DESCRIPTION		ED TRAINING AS AND VUNICIPALITY WORKPLA		-		
		EQUIRED TO FILL IN AN				
		DEPOSITED IN THE BID		ZIT OOITIII	0.01101	avi (MBB1).
SITUATED AT:			-			
MORETELE LO	CAL MUNICIPALITY					
4065B MATHIBI	ESTAD					
0418						
SUPPLIER INFO	ORMATION					
NAME OF BIDD	ER					
POSTAL ADDR	ESS					
STREET ADDR	ESS				1	
TELEPHONE N	UMBER	CODE	N	IUMBER		
CELLPHONE N	UMBER	_	<u> </u>			
FACSIMILE NUI	MBER	CODE	N	IUMBER		
E-MAIL ADDRE	SS					
VAT REGISTRA	TION NUMBER					
TAX COMPLIAN	ICE STATUS	TCS PIN:	OR	CSD No:		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] B-BBEE STATUS LEVEL SWORN SWORN						
			AFFI	DAVIT	No	



IA 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 A **FOREIGN BASED** ARE YOU THE ACCREDITED SUPPLIER FOR Yes □No **REPRESENTATIVE** IN SOUTH THE GOODS AFRICA FOR THE GOODS IIF YES. Yes No /SERVICES /SERVICES /WORKS OFFERED? /WORKS **ANSWER PART** [IF YES ENCLOSE PROOF] OFFERED? B:3] TOTAL NUMBER OF ITEMS TOTAL BID OFFERED PRICE R SIGNATURE OF BIDDER DATE CAPACITY UNDER WHICH THIS BID IS SIGNED TECHNICAL INFORMATION MAY BE BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: DIRECTED TO: MRS. A.L. **DEPARTMENT** SCM **CONTACT PERSON** MATSEMELA TELEPHONE MRS. M PHENYA **CONTACT PERSON NUMBER** 012 716 1331 TELEPHONE NUMBER 012 176 1408/14 **FACSIMILE NUMBER** N/A **FACSIMILE NUMBER** N/A E-MAIL ADDRESS **E-MAIL ADDRESS** Mphenya11@gmail.com Portia.mahlo@moretele.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, COMPLETED WITH A BLACK PEN
- 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.

	GOT FIER PATABAGE (GGD), A GGD NOMBER MGGT BE TROVIDED.
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?
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?



NEEDED FOR THE IMPLEMENTATION OF MORETELE LOCAL MUNICIPALITY WORKPLACE SKILLS PLAN FOR A PERIOD OF 36 MONTHS			
YES NO	<u> 50 MONTIS</u>		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FR SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE	ROM THE SOUTH AFRICAN REVENUE		
NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULA	RS WILL RENDER THE BID INVALID.		
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SI	ERVICE OF THE STATE.		
SIGNATURE OF BIDDER:			
CAPACITY UNDER WHICH THIS BID IS SIGNED:			
DATE:			

ADVERT



- Moretele Local Municipality hereby invites accredited training service providers to be appointed on a
 panel of training service providers for the Implementation of the Workplace Skills Plan for the period of
 36 Months, Skills Programme and Structured Learning, for the training of both Moretele Local
 Municipality and unemployed Community members, according to the LGSETA requirement.
- Bid documents may be obtained from the office of the Revenue, Moretele Local Municipality, 4065B
 Mathibestad, upon payment of a non-refundable amount of R250, 00 per bid document. Bid documents
 will be available as from, 04th July 2022; 08:00 to prospective bidders.
- 3. A compulsory briefing session is compulsory for this bid.
- 4. Please note that no bid documents will be given to couriers unless the courier company is in the possession of a letter on an official letterhead, confirming on behalf of the Company the full details of the specific bid/bids to be collected, as well as the payment of the full amount payable for bids required.

Bids Marked: Advert- BID/CONTRACT NUMBER: MLM/ATSP/2022-25 APPOINTMENT OF A PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS TO RENDER VARIOUS SPECIALISED TRAINING AS AND WHEN NEEDED FOR THE IMPLEMENTATION OF MORETELE LOCAL MUNICIPALITY WORKPLACE SKILLS PLAN FOR A PERIOD OF 36 Months. Must be placed in the bid box Moretele Local Municipality, 4065B Mathibestad not later than 12h00 on 14 July 2022 where-after the bids will be opened in public.

- 5. Bids will remain valid for 90 days.
- 6. Bidders will also be required to show compliance with the Preferential Procurement Policy and empowerment Act. In case of a Joint Venture a valid Joint Venture agreement should be provided to the Moretele Municipality.
- 7. All bid will be evaluated in accordance with the **80/20** Preferential Procurement Points on the basis of Price and Preference.
- 8. Evaluation will be based on functionality and price



- 9. An updated record of payment of rates, taxes, services to the relevant Municipality must be attached. Failure to do so will invalidate the bid submitted.
- 10. The lowest or any bid will not be accepted, and the Council reserves the right to accept the whole, a part or any bid at all. The council reserves the right to increase or decrease quantities as indicated in the technical specifications.
- 11. Bid document must include the BBBEE status level of contributors verified and accredited agencies to be attached.
- 12. Enquiries related to the bid can be directed to Mrs. Ouma Matsemela (012 716 1331), Mrs Modiegi Phenya (012 716 1408).

MORETELE LOCAL MUNICIPALITY PRIVATE BAG X 367 MAKAPANSTAD 0404



BID NUMBER: MLM/ATSP/2022/25 APPOINTMENT OF A PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS TO RENDER VARIOUS SPECIALISED TRAINING AS AND WHEN NEEDED FOR THE IMPLEMENTATION OF MORETELE LOCAL MUNICIPALITY WORKPLACE SKILLS PLAN FOR A PERIOD OF 36 MONTHS

GENERAL CONDITIONS OF CONTRACT (NOT TO BE ALTERED)

PROCUREMENT: GENERAL CONDITIONS OF CONTRACT Dated July 2010 as set out by the National Treasury: Republic of South Africa TABLE OF CLAUSES

- 1. Definitions
- 2. Application
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- 6. Patent Rights
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- 8. Inspections, tests and analyses
- 9. Packing
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- 23. Termination for default
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- 28. Limitation of Liability
- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. Transfer of contracts
- 34. Amendments of contracts
- 35. Prohibition of restrictive practices



1. Definitions

- 1. The following terms shall be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the 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.
- 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.
- 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 nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the 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 as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.



5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful 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.

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.

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.

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.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders



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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these 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.

21. Delays in the supplier's delivery and/or performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier

22. Penalties



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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 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

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.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices



- 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.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any 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.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and

signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, 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 **restrictive practices** 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 0f 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.

TERMS OF REFERENCE

SPECIFICATIONS /TERMS OF REFERENCE

1. Background

The municipality is experiencing a high backlog in terms of skills development. The municipality is further tasked with ensuring that the municipal employees get the required skills in the areas identified as skills gaps so as to ensure a competent and skilled workforce.

The skills acquired through the appointment of accredited service providers will ensure competency of the workforce in that this will be able to compete equally in the national and international arena toward the fulfilment of the national mandate as encapsulated in the Reconstruction & Development programme and National Skills Development Strategy III.

The skills development is one of the projects identified as part of the Integrated Development Plan as approved by Council. It is therefore expected that this project will be informed and linked to the long-term vision of the municipality.

2. Overall Objective/s

The overall objective why the Moretele Local Municipality would like to appoint the accredited service providers is to ensure that municipal employees get the training which is credible and from which they will be given the competency certificates informed by the employees' commitment and output on the training programme.



Another objective includes the drive to empower the municipal employees who must participate in the ultimate WSP so that they are skilled and competent to compete equally in the job market with the counterparts from somewhere else.

It is based on this that the following scope of work as presented be met by bidding companies:

3. Scope of work

The scope of work should entail preparation, presentation, assessment and moderation of the accredited training programmes. Service Providers are hereby invited to tender for the WSP programmes.

- LGSETA or relevant SETA accreditation or programme approval status against all learning programmes/unit standards mentioned in the Learnership/Skills programme
- Upload learners on the LGSETA or relevant SETA database before commencement of the Learnership/Skills programme.
- Registration of learners on the LGSETA or relevant SETA Learner Management System
- Facilitation of classroom training and provision of all learning materials
- Formative assessments including remedial per learner per unit standard
- Moderation of Portfolios of Evidence as required by LGSETA or relevant SETA
- Summative assessment on completion of all Unit Standards
- Co-ordination of the LGSETA or relevant SETA Verification processes
- Issuing of the LGSETA or relevant SETA Statements of Results upon completion and Certification at the end of the programme

The successful training provider will be required to sign a detailed Service Level Agreement before the commencement of the project.

CRITERIA FOR SELECTION

- Programmes to be presented must each have table of contents if more than one they
 need to be divided in file dividers Packaging neat and quality binding (250mg front and
 rear cover, plastic cover, ring binding or smart binding.
- The provider must have verifiable experience in rolling out this training to municipal officials up to the issuing of the Statement of Results by LGSETA or relevant SETA.



- The training provider must give us the course contents, including the providers proof of Accreditation Certificate from the relevant ETQA (Please note that Accreditation Certificate needs to be against the qualification/unit standards the municipality intends to implement)
- The programme must be based on NQF Level and have credits.

KEY ELEMENTS OF PROJECT PLAN

- Company years of experience and project delivered
- Facilitators years of experience and qualifications
- Reference Municipalities or companies where projects were successfully delivered

DURATION

- The project time lines will be determined by number of credits in line with the SAQA notional hours' determination.
- The engagement of an accredited training provider is not based on an indefinite period of time but the provider will be utilised as and when necessary.
- That does not give him/her an entitlement to claim or demand that work should be given to him/her
- The fact that an accredited training service provider is appointed should not be seen as an entitlement or expectation to demand / claim that the work should always be given to them.
- The allocation of work of work is dictated by the circumstances as and when it is necessary as well as the discretion of the Rustenburg Municipality. The aforementioned services are expected to be rendered for the duration of two (2) years.
- A data shall be developed wherein the information of all appointed panel of accredited training providers will be kept including costing of the programmes
- Every after a period of a year, these providers who are kept in our training data base will be requested to submit new pricing quotation of training programme for the year in question
- After the submission of all necessary documents, programmes that are 30 000.00 and below will be processed through the quotation
- All programmes that are 30 000.00 and above will then be processed through an evaluation process of individual accredited training providers



- During the period of the appointment of an accredited training provider till up to the end period of 2 years, all providers on the training data base will be required to go through the evaluation process once in a year for programmes approved should the provider be recommended for appointment
- In a case whereby a provider performs according to the requirements of a service level agreement with an option to renew the contract should the same training need be identified in the WSP of the next financial year, will not be required to go through the evaluation process
- If the training service provider does not perform according to the service level agreement will be disqualified.



BID NUMBER: MLM/ATSP/2022/25 APPOINTMENT OF A PANEL OF ACCREDITED TRAINING SERVICE PROVIDERS TO RENDER VARIOUS SPECIALISED TRAINING AS AND WHEN NEEDED FOR THE IMPLEMENTATION OF MORETELE LOCAL MUNICIPALITY WORKPLACE SKILLS PLAN FOR A PERIOD OF 36 MONTHS

FUNCTIONALITY

For a bidder to qualify, it is a requirement that a bidder score a minimum of 70% out of a maximum of 100 points for functionality.

	and the state of t			
ITEM	CRITERIA	WEIGHT	VALUE	SCORE
1.	COMPANY EXPERIENCE with	30		
	relevant appointment and			
444	reference letters			
1.1.1	0-2 Years (value = 10)			
1.1.2	3-4 Years (value = 20)			
1.1.3	5 years and above (value = 30)			
2.	KEY PERSONNEL	25		
2.1	Facilitator(s) with Hons or Post			
	Grad Diploma or higher			
	1-2 years (value = 05)			
2.1.1	3-5 years (value = 10)			
2.1.2	6-7 years (value = 15)			
2.1.3	8 years and above (value = 25)			
3	REGISTRATION WITH	20		
	RELEVANT			
	ETQA/SAQA/LGSETA			
	RELEVANT SETA			
	ACCREDITATION			
	(COMPANY)			
3.1	Not registered (value = 0)			
3.2	Registered (value = 20)			
4.	METHODOLOGY/ PROPOSAL	25		
4.1	Detailed project plan submitted			
	and attached (value = 10)			
	Project plan with limited			
	information (value = 05)			
	No submission (value = 0)			
4.2	Experience of delivering relevant			
	training/course			
	(8 or more relevant training/			
	courses: value = 15)			
	(5 to 7 relevant training/ courses:			
	value = 10)			
	(2 to 4 relevant training/ courses:			
	value = 05)			
	(0.1.4.1			
	(0 to 1 relevant training/ courses:			
	value = 0)			
TOTAL		100		



No.	Course Description	Unit Standard	Credits	Duration
1	Accident Investigation - Advanced			
2	Fault find, repair and maintain AC motors, circuitry and controls as applied to air conditioning, refrigeration and ventilation installations	116463	8	
3	Diagnose, service and maintain automobile air conditioning systems	12226	12	
4	Explain computer architecture concepts	14917	7	
5	Conduct outcomes-based assessment	115753	15	
6	Manage assets of a business unit	243265	12	
7	Demonstrate knowledge and insight into a bid committee system applicable to an Organ of State in South Africa	337061	15	
8	Manage distribution, inventory and warehousing	252300	18	
9	Install and maintain basic plumbing components	119064	12	
10	Apply supervisory management principles in an enterprise	264235	10	
11	Clean and maintain area of responsibility	113818	8	
12	Operate a bulldozer in a bulk-product handling facility	15016	10	
13	Write a technical report	116384	4	
14	Chairing Disciplinary Hearing	10985	5	
15	Cherry Picker Operator Training (Renewal)			



16	Demonstrate and apply knowledge and understanding of the basic components and fundamental skills of effective communication	110506	4
17	Promote and support collaborative and partnership work within and between stakeholders and sectors	377847	8
18	Interpret and manage conflicts within the workplace	114226	8
19	Administer contracts for goods, works and services in the public sector	377896	5
20	Care for customers	246740	3
21	Apply the broad managerial and administrative framework to a local government environment	255576	8
22	Conciliate a dispute in relation to training legislation	119947	5
23	Apply legal administrative and alternative dispute resolution procedures in a paralegal context	119506	10
24	Manage diversity in the workplace	116928	14
25	Apply environmental management tools to assess impacts	119554	5
26	Explain the regulatory framework for environmental management	264458	8
27	Demonstrate an understanding of integrated environmental management analysis tools	264445	8
28	Conduct continuous hazard identification and risk assessment within a workplace	244383	2
29	Co-ordinate an event	13482	12
30	Examine candidates for the drivers licence	256515	6



31	Perform a vision-screening test in the working place	116505	2
32	Provide primary emergency care/first aid as an advanced first responder	254220	8
33	Provide first aid as an advanced first responder	376480	8
34	Operate the fleet	113827	12
35	Operate a frontend loader	262747	12
36	Front End Loader Operator Renewal		
37	Explain fundamentals of project management	120372	5
38	Demonstrate an understanding of Integrated Waste Management	264461	8
39	Prepare and conduct staff selection interviews	15235	3
40	Analyse leadership and related theories in a work context	120300	8
41	Plan, organise and control the day-to-day administration of an office support function	110531	4
42	Develop administrative procedures in a selected organisation	110003	8
43	Design an organisational structure which supports the achievement of the organisational mandate	252404	13
44	Plumbing Preparation for Trade Test		
45	Operate a backhoe/loader	262727	15
46	TLB Operator -Renewal		
47	Conduct pruning activities according to industry standards	262157	5



48	Demonstrate knowledge of basic indigenous plant		25	
	management	8387		
49	Use a Graphical User Interface (GUI)-based presentation		3	
	application to create and edit slide presentations	116933		
50	Use a Graphical User Interface (GUI)-based web-browser to		4	
	search the Internet	116931		
51	Use a GUI-based word processor to enhance a document		5	
	through the use of tables and columns	119078		
52	Use graphical User Interface (GUI)-based spreadsheet		4	
	application to create and edit spreadsheets	116937		
53	Using a Graphical User Interface (GUI)-based spreadsheet		3	
	application, enhance the functionality and apply graph/charts			
	to a spreadsheet	16943		
54	Apply monitoring and evaluation approaches and tools to		15	
	assess an organisation's or programme's performance in a			
	specific context	337059		
55	Demonstrate knowledge and insight into the principles of		5	
	monitoring and evaluation in assessing organisation and/or			
	programme performance in a specific context	337063		
56	Monitor team members and measure effectiveness of		4	
	performance	15230		
57	Demonstrate an understanding of the competitive		6	
	environment and product positioning	252211		
58	Demonstrate an understanding of HIV/AIDS and its impact		12	
	on the workplace	259762		
59	Coordinate planned skills development interventions in an		6	
	organisation	15232		



60	Plan, organize and control the installation of drainage		10
	structures for storm-water flow	15195	
61	Lay pipes for water and waste water reticulation system	254070	12
62	Lay pipes for water reticulation system	12338	12
63	Demonstrate an understanding of the legislative framework for road traffic law enforcement	256519	10
64	Demonstrate a knowledge of the principles and methodology that underlie the drafting and the processing of legislation.	365239	15
65	Apply basic computer technology	113836	11
66	Survey and set out construction work areas	15149	15
67	Plan organise, lead and control activities	244449	10
68	Deploy and recover underwater positioning transporters	14435	2
69	Determine the elevation of a point by levelling	11598	5
70	Carry out activities that support the preparation phase of a community sanitation improvement project	115944	12
71	Process incoming and outgoing telephone calls	14348	3
72	Provide reception and administrative services	262625	12
73	Manage distribution, inventory and warehousing	252300	18
74	Monitor, control and co-ordinate the flow of stock	115876	4
75	Manage time and the work process in a business environment	1918	4
76	Describe the functions of the workplace health and safety representative	259622	3



77	Explain basic health and safety principles in and around the workplace	259639	4	
78	Present information in report format	110023	6	
79	Write and present for a wide range of purposes, audiences and contexts	115790	5	
80	Identify, operate and maintain the records management system in a Public-Sector organization	113961	6	
81	Develop and utilize municipal administrative procedures and principles to manage records within a municipal information system	123455	10	
82	Demonstrate knowledge of concepts, terminology and ethics applicable to archives and records management	259477	4	
83	Manage the capture, storage and retrieval of human resource information system	10171	3	
84	Apply appropriate social protocols in the workplace and community	13648	4	
85	Supervise work unit to achieve work unit objectives (Individuals and teams)	10981	12	
86	Conceptualise, design and implement a public-sector development management framework	242918	16	
87	Contribute towards organisation policy development	230448	8	
88	Operate pumps	246442	5	
89	Operate and maintain a motorised water pump	123138	2	
90	Facilitate PDP Permits			



91	Apply advanced driving skills / techniques in defensive and		9
	offensive situations	115311	
92	Apply principles of computerised systems to manage data and		10
	reports relevant to the public-sector administration	119351	
93	Apply selected GRAP (Generally Recognised Accounting		10
	Practices) to periodic accounting reporting process	119348	
94	Construct water reticulation concrete work and brick masonry	254055	5
95	Apply in-bound and out-bound Contact Centre operations within an		16
	emergency context	13884	
96	Describe and apply the management functions of an organization	14667	10
97	Select a back-up generator for a stand-alone renewable energy		4
	system	259182	
98	Develop basic understanding of GIS data structures for data		6
	acquisition	258641	
99	Apply knowledge and insight of insurance complex commercial and		10
	corporate enterprises	243169	
100	Demonstrate understanding of crime prevention	120480	6
101	Demonstrate an understanding of HIV/AIDS and its impact on the		12
	workplace	259762	
102	Manage organizational system and physical and financial resources	115434	20
103	Use a GUI-based word processor to enhance a document through		5
	the use of tables and columns	119078	



104	Demonstrate an understanding of the Public Finance Management		15
	Act (PMFA) and related Treasury Regulations	377913	
105	Occupational Certificate: Plumber (Preparation for Trade:		
	Plumbing)	91782	
106	Supervise workers at levels 2 and 3	116380	6
107	Apply the broad managerial and administrative framework to a		8
	local government environment	255576	
108	Design and implement a set of engagement and participation		8
	processes, systems and events in support of the integrated		
	development planning process in a municipality	120499	
109	Present information in a report format	110023	6
110	Conduct an investigation into workplace incidents	120335	5
111	Conduct a continuous risk assessment in a workplace	120335	4
112	Administer accounting and budgeting for input into municipal financial		15
	resource management	123458	
113	Conduct audits of the quality management system	263400	10
114	Identify and apply ethical behaviour and team discipline	255823	5
115	Handle and dispose of waste	119303	12
116	Municipal Financial Management Programme	48965	166
117	Apply Communication, interpersonal and conflict management		10
	principles in Ward Committee functions, processes	242891	



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118	Demonstrate an understanding and apply the broad principles of		10	1
110			10	
	Ward Committee functioning to participate in municipal processes	242896		
119	Display an understanding of the Constitution, Structure of Ward		6	
	Committees and the roles and responsibilities of committee			
	members	242892		
120	Display an understanding of the policy and legal framework		6	
	guiding the Ward Committee system and its functioning	242893		
121	Demonstrate knowledge and understanding of the project and the		4	
	project support services environment	123462		
122	Display an understanding of core municipal processes and Ward		10	
	Committee participation in these processes	2422890		
123	Advocate and lobby community issues	119517	12	
124	Demonstrate knowledge of gender, equity and diversity issues in		6	
	development projects	242894		
125	Facilitate community participation in democratic processes and		7	
	structures	123436		
126	Apply knowledge of community issues in relation to development		4	
	projects	14534		
127	Local Government Accounting	59751	120	
128	Apply communication principles, strategies and processes in a		6	
	leadership role	120394		
129	Apply leadership skills to relationship management	120391	8	



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130	Develop and apply a service culture to a leadership role	120390	8
131	Explain and apply legislation and policies applicable to leadership		10
	in a specific sector or context	120393	
132	Analyse the role that emotional intelligence plays in leadership	120305	8
133	Accommodate audience and context need in oral communication	8968	5
134	Apply the principles of change management in the workplace	115407	10
135	Supervise a project team of a developmental project to deliver		14
	project objectives	10146	
136	Apply key municipal processes in a council function	244185	12
137	Demonstrate an understanding of the policy and legal framework		10
	guiding Local Government	244175	
138	Exercise leadership in a councillor context	244180	6
139	Facilitate co-operative governance and intergovernmental relations	244174	6
140	Facilitate Council and related meetings to achieve Local		6
	Government objectives	244186	
141	Facilitate public participation and citizen involvement in Local		6
	Government processes	244188	
142	Fulfil the roles and the responsibilities of a councillor	244183	6
143	Utilise advocacy and lobbying skills to represent municipal interest		6
	in inter-governmental structures and processes	244190	
144	Apply communication principles, strategies and processes in a		6
	leadership role	120394	



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1.45	Escilitate community menticination in demonstration and			l I
145	Facilitate community participation in democratic processes and		7	
	structures	123436		
146	Provide assistance in implementing and assuring project work		6	
	meets quality requirements	120383		
147	Apply administrative principles in the implementation of public		6	
	sector procedures and work schedule	242900		
148	Evaluate a job in the Public Sector in South Africa	337062	6	
149	Demonstrate an ability to apply the principles of problem		6	
	identification, analysis and decision making within immediate work			
	context.	242902		



MBD 4: DECLARATION OF INTEREST

DECLARATION OF INTEREST

No bid will be accepted from persons in the service of the state □.

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.

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, hareholder²):
3.4	Company Registration Number:
3.5	Tax Reference Number:
3.6	VAT Registration Number:
	The names of all directors / trustees / shareholders members, their individual identity numbers 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	I If yes, furnish particulars
	CM Regulations: "in the service of the state" means to be – 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
	es, 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 uation and or adjudication of this bid?	YES / NO
3.10.1 If	yes, furnish particulars	
persons	Are you, aware of any relationship (family, friend, other) between any ot in the service of the state who involved with the evaluation and or adjudication of this bid?	her bidder and any
3.11.1 lf	yes, furnish particulars	
	re any of the company's directors, trustees, managers, e shareholders or stakeholders in service of the state?	YES / NO
3.12.1 If	yes, furnish particulars	
3.13 Aı	re any spouse, child or parent of the company's directors	



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

Full Name	Identity Number	Personal Reference Tax Number	State Employee Number



 Signature		 Date		
.				
Capacity		Name of Bidder		



MBD 5

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

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

1	Are you by law required to prepare annual financial statements for auditing? *YES NO
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
2	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?
	*YES NO
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
2.2	If yes, provide particulars.
3	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? *YES NO
3.1	If yes, furnish particulars



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Position in the Firm/Company

.....2022

Date



MBD 6: PREFERENCE CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011

MBD 6.1

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 exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 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:



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	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
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



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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

$$Ps = 80 \left(1 - \frac{Pt - P\min}{P\min} \right) \qquad \text{or} \qquad Ps = 90 \left(1 - \frac{Pt - P\min}{P\min} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = 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:



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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)

|--|

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted......%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....



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	SKILLS PLAN FOR A PERIOD OF 36 MONTHS		
	iv) Whether the sub-contractor is an EME or QSE (Tick applicable box)		
	YES NO		
	v) Specify, by ticking the appropriate box, if subcontracting with Preferential Procurement Regulations,2017:	an enterprise	e in terms o
D	esignated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
	k people		
	k people who are youth		
	k people who are women		
	k people with disabilities		
	k people living in rural or underdeveloped areas or townships perative owned by black people		
	k people who are military veterans		
Diaoi	OR	ı	
Any			
Any			
3.	DECLARATION WITH REGARD TO COMPANY/FIRM		
3.1	Name of company/firm:		
3.2	VAT registration number:		
3.3	Company registration number:		
3.4	TYPE OF COMPANY/ FIRM		
	 □ Partnership/Joint Venture / Consortium □ One person business/sole propriety □ Close corporation □ Company □ (Pty) Limited [TICK APPLICABLE BOX] 		
3.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES		



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8.6	COMPANY CLASSIFICATION					
		Supp Profe Other	facturer lier ssional service provider service providers, e.g. transporter, etc. CABLE BOX]			
8.7	MUNICIPAL INFORMATION					
	Municipality where business is situated:					
	Registered Account Number:					
	Stand Number:					
8.8	Total r	numb	er 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) Th	ne info	ormation furnished is true and correct;			
			eference points claimed are in accordance with the General Conditions as indicated graph 1 of this form;			
	 iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 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			

(d)

of having to make less favourable arrangements due to such cancellation; 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	SIGNATURE(S) OF BIDDERS(S)		
2	DATE:		
	ADDRESS		



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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?	Yes	No
	(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 audi alteram partem 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.		
4.1.1	If so, furnish particulars:		1
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:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:	1	



CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)	
CERTIFY THAT THE INFORMATION FURNISHED ON THIS	DECLARATION FORM IS TRUE
AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCE MAY BE TAKEN AGAINST ME SHOULD THIS DECLA	·
Name/s and surname of Bidder	Signature
Position In the Firm/Company	Date



SECTION 38: DECLARATION FORM

SECTION 38: DECLARATION FORM

Having examined the BID and the general conditions thereto, I/we hereby certify that the bid price in the bid schedules and the preference points claimed are correct.

I/We furthermore certify that I/we/the Company comply/complies with the issues around Section 38 of the Supply Chain Management Policy inter alia:

IF ALL IS IN PLACE IN RESPECT OF THE CONTRACTUAL ISSUES LISTED IN THE TABLE BELOW; THE ANSWER SHOULD BE $\underline{\text{YES}}$. ATTACH SUPPORTING INFORMATION IF ANY OF THE ANSWERS IS $\underline{\text{NO}}$.

Note that the Municipality's Procurement Section will verify the statements.

I/we certify the following:

No.	CONTRACTUAL ISSUES	YES	NO
1.	In terms of Section 38 (1) (c) that the Bidder or any of the Directors is not		
	listed as a person prohibited from doing business with the Public Sector		
2.	In terms of Section 38 (1)(d) (i) that the Bidder or any of the Directors does		
	not owe rates and taxes or Municipal service charges to any Municipality		
	that is in any arrears for more than three (3) months. Copies of the latest		
	Municipal service charges statement of the Bidder and the Directors must		
	be attached to the tender/bid document		
3.	In terms of Section 38 (1) (d) (ii) that the Bidder or any of the Directors		
	has not failed to perform satisfactorily on a previous/previous contract/s		
	with the Municipality or any organ of state		
4.	In terms of Section 38 (i) (9) that the Bidder or any of the Directors has not		
	been convicted for fraud or corruption during the past five (5) years		
5.	In terms of Section 38 (i) (9) (iv) that the Bidder or any of the Directors has		
	not been listed in the Register Of Tender Defaulters in terms of Section 29		
	of the Prevention and Combating of Corrupt Activities Act, (Act No. 12 of		
	2004)		



SIGNATURE OF BIDDER	2022. DATE
FULL NAME AND SURNAME OF BIDDER IN BLOCK LETTER	S
COMPANY NAME:	
PHYSICAL ADDRESS:	
TELEPHONE NUMBER:	
FACSIMILE NUMBER:	
WITNESS 1:	
WITNESS 2:	



SKILLS PLAN FOR A PERIOD OF 36 MONTHS				
SIGNATORY AUTHORISATION				
(TO BE COMPLETED	BY THE BIDDER)			
I/We the undersigned, am/are authorized to enter into t	his contract on behalf of			
(Name of	Firm)			
By resolution taken at a meeting held on the				
Print name of authorised representative:				
NAME AND SURNAME OF THE DIRECTORS	SIGNATURE			
		_		
		_		
		_		

PLEASE NOTE: Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the bid/tender liable to rejection.