



UMZIMVUBU
— LOCAL MUNICIPALITY —

2019- 2020 FY



CONTRACT NO. UMZ/2019-20/CS 01/2020

BID DOCUMENT



RE-ADVERT DATE: 13 March 2020

BID NO: UMZ/2019-20/CS01/2020: PANEL OF HUMAN RESOURCE TRAINING

The Municipality seeks to appoint a panel for human resource training for a period of 2 years.

MANDATORY DOCUMENTS TO BE SUBMITTED FAILURE TO DO SO WILL LEAD TO BIDS BIENG DEEMED TO BE NON RESPONSIVE.

Umzimvubu Local Municipality Supply Chain Management policy will apply Certificate or confirmation from SARS with a verification pin, copy of company Registration/Founding Statement/CIPC Document. Certified BBBEE certificate. 80/20 evaluation criteria. Prices quoted must be firm and must be inclusive of VAT for vat vendors. Certified ID Copies of Managing Directors/ Owners. MBD forms 4, 8 and 9 are compulsory submission. Bidders must be registered on CSD and provide confirmation of registration. No couriered, faxed, e-mailed and late tenders will be accepted. Certification of documents must be within a period of 90 days. Umzimvubu Local Municipality reserves the right not to appoint and value for money will be the key determinant. Umzimvubu Municipality Mount Frere Offices. All tenders must be deposited in the tender box situated at Umzimvubu Local Municipality Offices at 813 Main Street, KwaBhaca/Mt Frere, to be closed not later than 12h00 noon on the **25th May 2020**, where they will be opened in public. All tenders must be clearly marked "the name of the project listed above" The municipality will not make any award to a person or persons working for the state.

FUNCTIONALITY

A minimum of 60 Points to be scored in order to be evaluated further

No	ITEMS	POINTS
1	Relevant Company Experience	50
2	Expertise for facilitator	40
3	Methodology	10
	Total	100

All technical enquiries may be directed to Mrs. T. Madoytyeni-Ngcongca @ 039 255 8509 and SCM Mr. T. Mbukushe 039 255 8555. Other enquiries regarding this Bid may be directed to the office of the Municipal Manager: Mr. GPT Nota

**GPT NOTA
MUNICIPAL MANAGER**

UMZIMVUBU LOCAL MUNICIPALITY

DEPARTMENT OF CORPORATE SERVICES

CONTRACT NO. CS 01/2020: REQUEST FOR PROPOSALS: FOR PANEL INCLUSION IN THE FOLLOWING
FIELD: HUMAN RESOURCES DEVELOPMENT

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UMZIMVUBU LOCAL MUNICIPALITY

DEPARTMENT OF CORPORATE SERVICES

CONTRACT CS 01/2020:

**REQUEST FOR PROPOSAL FOR PANEL INCLUSION IN THE FOLLOWING FIELD: HUMAN RESOURCES
TRAINING AND DEVELOPMENT**

UMZIMVUBU LOCAL MUNICIPALITY

DEPARTMENT OF CORPORATE SERVICES

CONTRACT CS 01/2020:

**REQUEST FOR PROPOSALS: FOR PANEL INCLUSION IN THE FOLLOWING FIELD: HUMAN
RESOURCES TRAINING AND DEVELOPMENT**

CONDITIONS OF THE BID

UMZIMVUBU LOCAL MUNICIPALITY

DEPARTMENT OF CORPORATE SERVICES

CONTRACT NO. CS 01/2020: REQUEST FOR PROPOSALS: FOR PANEL INCLUSION IN THE FOLLOWING
FIELD: HUMAN RESOURCES TRAINING AND DEVELOPMENT

CONDITIONS OF THE BID

A. GENERAL

1. Bid documents must be completed in black ink and prices must include VAT.
2. **All pages and annexure must be initialled / signed in full signature where required.**
3. The lowest or any bid will not necessarily be accepted and UMZIMVUBU LOCAL MUNICIPALITY reserves the right to accept the whole or any part of a bid or to reject any or all the bid without stating the reasons thereof.
4. No bid will be accepted by fax or e-mail.
5. Bids are to remain open for acceptance for a period of sixty (60) days from the date they are lodged and may be accepted at any time during the said period of sixty (60) days.
6. All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
7. Full details of services offered must be supplied together with the return documents. . All additional documents returned with the bid documents must be firmly bound and marked as “**Additional**” to the specific bid reference number.
8. Only bids on UMZIMVUBU LOCAL MUNICIPALITY official bid document will be accepted and the original document must be returned, fully completed and signed, in the form presented. **Failure to do so will invalidate such bid.**
9. **Corrections may not be made by means of a correcting fluid. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration.** The Municipality reserves the right to reject the tender if corrections are not made in accordance with the above.
10. Should it be considered necessary by the bidder that officials of UMZIMVUBU LOCAL MUNICIPALITY should proceed to other centres for inspection purposes, such costs shall be for the account of the bidder.
11. This contract will be governed by UMZIMVUBU LOCAL MUNICIPALITY “Conditions of the Bid” only and not any conditions supplied by the bidder.
12. The bidder must submit a comprehensive company profile, for example the founding company statements, as well as detailed exposition of previous work done.
13. If items are not bid for a line must be drawn through the space in pen.
14. Only bids received by **12:00** on the given closing date in the tender box will be considered.

B. DEMONSTRATIONS AND INSPECTIONS

1. All bidders must be prepared to demonstrate where required, free of charge and obligation, at the UMZIMVUBU LOCAL MUNICIPALITY or any other area within the boundary of the UMZIMVUBU LOCAL MUNICIPALITY, any services offered in this bid.
2. Where officials are required to attend demonstrations or inspections outside the boundary of the Umzimvubu Area, all costs to attend such demonstration must be borne by the bidder

UMZIMVUBU LOCAL MUNICIPALITY

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GENERAL CONDITIONS OF CONTRACT

UMZIMVUBU LOCAL MUNICIPALITY
DEPARTMENT OF CORPORATE SERVICES

**CONTRACT NO. CS 01/2020: REQUEST FOR PROPOSALS: FOR PANEL INCLUSION IN THE FOLLOWING
FIELD: HUMAN RESOURCES TRAINING DEVELOPMENT**

GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

1. DEFINITIONS

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**” mean 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 labor, 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 – Umzimvubu Local Municipality.
- 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 Consultant 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 the 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

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.

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 the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality.

7. INSPECTIONS, TESTS AND ANALYSIS

7.1 All per-bidding testing will be for the account of the bidder.

7.2 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.

7.3 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.

- 7.4 If the inspections, tests and analyses referred to in clauses 7.2 and 7.3 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.
- 7.5 Where the goods or services referred to in clauses 7.2 and 7.3 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.
- 7.6 Goods and services, which are, referred to in clauses 7.2 and 7.3 and which do not comply with the contract requirements may be rejected.
- 7.7 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.
- 7.8 The provisions of clauses 7.4 to 7.7 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 19 of GCC.

8. PACKING

- 8.1. 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 and 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.
- 8.2. 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.

9. DELIVERY AND DOCUMENTS

- 9.1. 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.

10. INSURANCE

- 10.1. 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.

11. TRANSPORTATION

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

12. INCIDENTAL SERVICES

12.1 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.

12.2 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.

13. PAYMENT

13.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

13.2 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.

13.3 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.

13.4 Payment will be made in Rand unless otherwise stipulated.

14. PRICES

14.1 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.

15. VARIATION ORDERS

15.1 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.

16. ASSIGNMENT

16.1 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.

17. SUBCONTRACTS

17.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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.

18. DELAYS IN THE SUPPLIER'S PERFORMANCE

18.1 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.

18.2 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.

18.3 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.

18.4 Except as provided under GCC Clause 22, 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 19, unless an extension of time is agreed upon pursuant to GCC Clause 19.1 without the application of penalties.

18.5 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.

19. PENALTIES

19.1 Subject to GCC Clause 22, 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 20.

20. TERMINATION FOR DEFAULT

20.1 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 18.2;
- (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.

20.2 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.

21. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS

21.1 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.

22. FORCE MAJEURE

22.1 Notwithstanding the provisions of GCC Clauses 19 and 20, 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.

22.2 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.

23. TERMINATION FOR INSOLVENCY

23.1 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.

24. SETTLEMENT OF DISPUTES

24.1 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.

24.2 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.

24.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

24.4 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.

25. LIMITATION OF LIABILITY

25.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

25.1.1 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
- 25.1.2 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.

26. GOVERNING LANGUAGE

- 26.1 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.

27. APPLICABLE LAW

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

28. NOTICES

- 28.1 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.
- 28.2 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.

29. TAXES AND DUTIES

- 29.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 29.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 29.3 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.
- 29.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

30. TRANSFER OF CONTRACTS

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

31. AMENDMENT OF CONTRACTS

- 31.1 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.

32. PROHIBITION OF RESTRICTIVE PRACTICES

- 32.1 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.
- 32.2 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.
- 32.3 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.

UMZIMVUBU LOCAL MUNICIPALITY

DEPARTMENT OF CORPORATE SERVICES

**CONTRACT NO. CS 01/2020: REQUEST FOR PROPOSALS: FOR PANEL INCLUSION IN THE FOLLOWING
FIELD: HUMAN RESOURCES TRAINING AND DEVELOPMENT**

SPECIAL CONDITIONS OF BID

1. DURATION OF CONTRACT

This is a two - year contract and each year the Municipality will review performance of the Service Provider. Should the Service Provider perform satisfactorily, the contract will be extended for the next year. If the performance is poor, the contract will not be extended for year two (2) and be terminated.

2. SERVICE LEVEL AGREEMENT

2.1 A service level agreement will be entered into with the successful bidder/s.

2.2 Negotiations in respect of the service level agreement must be finalised within fourteen (14) calendar days of receipt of the letter of acceptance by the successful bidder."

2.3 Service level agreement entered into with the successful bidder will capture the time frames or performance applying to this contract.

2.4 Should no consensus be reached within fourteen (14) calendar days of finalising the Service Level Agreement (SLA), the Municipality will be entitled to:

- i) Cancel its acceptance of the bid, or
- ii) Extend the negotiation period without prejudice to any of its other rights in terms of this contract or common law.

3. PENALTIES

3.1 In the event of non-compliance with the agreed time frames, Penalty fees in the amount of R5,000.00 per day will be applicable for non -compliance of time frames.

4. BID VALIDITY

This bid shall not be withdrawn during a period of one hundred and twenty (120) days from the date on which it is to be lodged and it may be accepted at any time during that period.

5. BID COMPLIANCE

The Bid must comply with the following:

- VAT must be indicated separately.
- This bid or part thereof may not be ceded.

6. MEETINGS

Progress meetings will be held by all parties. Will be further covered in the SLA.

7. RETURNABLE DOCUMENTS

The issued documents must be returned in the form and order in which they were issued to assist the Municipality to expedite adjudication of the bids. The Umzimvubu Local Municipality reserves the right to disqualify a bid in the event that the bidder does not fully comply with this provision.

8. MANDATORY OBJECTION PERIOD

8.1 All administrative actions and decisions taken by the Umzimvubu Local Municipality through its officials may become subject to an appeals process. As such, in terms of Section 62 of the Municipal Systems Act 32 of 2000, a period of Twenty-one (21) days will be set aside to allow for the submission of appeals against the award/process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appeal panel sets aside the appointment of the successful bidder as service provider of this contract, the appointment will then be confirmed by the Umzimvubu Local Municipality in writing.

8.2. During the objection period, it is important that all activities are finalised by the successful Service Provider, so that if the appointment is confirmed in writing, the Service Provider is immediately able to commence duties. Note that this will be done "At Risk" and the Municipality will not be held liable should the Appeal Panel set aside the appointment.

9. SUPREMACY OF SPECIAL CONDITIONS

9.1 The provisions of this section will take precedence over any other condition, term or stipulation in this document.

9.2. In the event of any contradiction with any other section in the contract (including Service Level Agreement) the provisions of this section will precedence.

UMZIMVUBU LOCAL MUNICIPALITY

DEPARTMENT OF CORPORATE SERVICES

CONTRACT NO. CS 01/2020: REQUEST FOR PROPOSALS: FOR PANEL INCLUSION IN THE FOLLOWING FIELD: HUMAN RESOURCES TRAINING AND DEVELOPMENT

SCOPE OF WORK

SECTION: 1

CONDITIONS AND UNDERTAKINGS BY BIDDER IN RESPECT OF THIS PROPOSAL

CONDITIONS AND UNDERTAKINGS BY BIDDER IN RESPECT OF THIS PROPOSAL

1. Proprietary Information:

Umzimvubu Local Municipality considers this Proposal and all related information, either written or verbal, which is provided to the respondent, to be proprietary to the Municipality. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of the Municipality

2. Enquiries

All communication and attempts to solicit information of any kind relative to this RFP should be in writing and channelled to:

2.1 Contact person/s (all technical questions should be in writing)

Name: Mrs TT Madoytyeni-Ngcongca

Address: 813 Main Street, KwaBhaca, 5090

Email: Ngcongca.Thozama@umzimvubu.gov.za

Tel: 039 – 255 8500 (Ext. 8564)

Or

Name: Mr Themba Mbukushe

Address: 813 Main Street, KwaBhaca, 5090

Email: Mbukushe.themba@umzimvubu.gov.za

Tel: 039 – 255 8500 (Ext. 8555)

3. All the documentation submitted in response to this proposal must be in English.

4. Validity Period

Responses to this proposal received from service providers will be valid for a period of 60 days counted from the closing date of the proposal.

5. Submission of documents

5.1 All submissions must be clearly marked:

“RFP - FOR PANEL INCLUSION IN THE FOLLOWING FIELD: HUMAN RESOURCES TRAINING AND DEVELOPMENT

5.2 Should be addressed for the attention of **the Municipal Manager, Mr G.P.T. Nota.**

5.3 Submissions must be dropped in the tender box placed at the foyer (Reception) of the Municipal Office in Mount Frere (KwaBhaca) at 813 Main Street, Mount Frere.

Due date for the submission of proposal is 03 April 2020 NO LATE SUBMISSIONS WILL BE CONSIDERED

5.4 The closing date, company name and the return address must also be endorsed on the envelope.

5.5 No proposal received by telegram, telex, email, facsimile or similar medium will be considered.

5.6 Where a proposal document is not in the tender box at the time of the proposal closing, such a proposal document will be regarded as a late proposal.

5.7 Amended proposals may be sent in an envelope marked “Amendment to proposal” and should be placed in the tender box before the closing time.

5.8 The service provider is responsible for all the cost that they shall incur related to the preparation and submission of the proposal document.

6. A list of all references (minimum of 3) must be included in the proposal document with supporting documentation such as Curriculum Vitae, Qualifications of Board members Moderators and Facilitators.

7. A copy/s of any affiliations that you are affiliated to should also be included.

8. Kindly note that the Umzimvubu Local Municipality is entitled to amend any proposal conditions, validity period, specifications, or extend the closing date of proposals before the closing date. All BIDDERS, to whom the proposal documents have been issued, will be advised in writing of such amendments in good time.

9. Umzimvubu Local Municipality reserves the right not to accept the lowest priced proposal or any proposal in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose proposal is technically acceptable, has meaningful empowerment credentials and / or financially advantageous to the Municipality. The Umzimvubu Local Municipality reserves the right

to negotiate rates, for purposes of creating uniformity, and the bidder, by responding to this tender, agrees to abide by such negotiated rate which may be changed from time to time by agreement between the parties.

10. Umzimvubu Local Municipality also reserves the right to award to **purely Empowerment Company (s)** or may award on condition that a joint venture with an empowerment company is formed. This will be added to the criteria when evaluating the proposals.

11. Umzimvubu Local Municipality also reserves the right to award this proposal as a **whole** or in **part** without furnishing reasons.

12. The BIDDER hereby offer to render all or any of the services described in the attached documents to the Municipality on the terms and conditions and in accordance with the specifications stipulated in this Proposal documents (and which shall be taken as part of, and incorporated into, this Proposal at the prices inserted therein).

13. Proposals submitted by Companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the Proposal.

14. The BIDDER shall prepare for a presentation should Municipality require such and the BIDDER shall be notified thereof no later than 4 (four) days before the actual presentation date.

15. The BIDDER hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by the Municipality during the validity period indicated and calculated from the closing hour and date of the Proposal; this Proposal and its acceptance shall be subject to the terms and conditions contained in this proposal document.

16. The BIDDER furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her Proposal response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the Proposal response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.

17. The BIDDER hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this agreement as the Principal(s) liable for the due fulfilment of this contract.

Name of the Company: _____

Signature of the Bidder / Assignee: _____ Date: _____

Name of the person signing: _____

Capacity: _____

Are you duly authorised to sign this proposal? YES OR NO (tick the answer)

Company Registration Number: _____

Income Tax and VAT Registration Numbers: _____

Postal Address: _____

Physical Address: _____

Witness (Name) _____

Signature of Witness _____

18. Over and above this information, the BIDDER is required to fill in the following annexures, namely; MBD 1, MBD 2, MBD 4, MBD 8 and MBD 9. Failure to comply with any of the conditions as set out above will invalidate the proposal.

7. EVALUATION CRITERIA

Proposals that have gone through the pre-qualification stage shall be evaluated in terms of the following parameters: **Stage**

1: Evaluation Criteria

Functionality – 100 points (A minimum of 75 should be achieved to be deemed responsive)

1. Experience - 50
(0-5 years = 10 points; 6-10 years = 30 points; 11-20 years = 50 points)
2. Credential of facilitators - 30
(0-5 years = 10; 6-10 years = 20 points; 11-20 years = 30 points)
3. Letter of confirmation of service - 10
(1 letter – 2 points; 2 letters = 8 points; 3 letters = 10 points)
4. Completeness of the proposal with implementation plan, which includes a list of all references (minimum of 3) must be included in the proposal document with supporting documentation such as Curriculum Vitae, Qualifications of Board members ,Moderators and Facilitators - 10

1. Stage 2: PPPFA Evaluation Criteria (Rates will be negotiated and applied uniformly on a particular category)

2. Price – 80/20 (Assumes all Service Providers will use gazetted or industry related rates)

To be quoted in ZAR and must be exclusive of VAT.

- The BIDDER must provide an all-inclusive detailed proposal indicating the envisaged scope of activities, and the costs associated with the same.
- Fees must be quoted in South African Rands and must be VAT exclusive, indicating any escalation or any other potential future alteration required. Prices are to remain fixed and valid for the entire contract period. All figures to be entered without alteration.
- The BIDDER is responsible for any costs associated with this proposal.
- Specify any exclusion from the proposal.
- Describe the required payment terms and schedules, and your proposed conditions associated with these.

3. Empowerment (BBBEE) – 20

This will be evaluated with regards to the information to be provided with your response in relation to **Section 3** which entails the extent to which previously disadvantaged people are to be involved especially the Priority Population Group (PPG). A BBBEE certificate from South African Accreditation System (SANAS) / a sworn affidavit by the Commissioner of Oath, for SMEs, must be attached.

NO	FUNCTIONALITY DESCRIPTION	SCORE RANGE	MAXIMUM POINTS	BIDDER'S SCORE
1	Proposed approach and methodology Appropriateness of the methodology used by the organisation and how they will satisfy the requirements of the assignment and achieving a desired outcome		20	
	methodology and approach are fully adequate to requirements of the assignment (comprehensive proposal in	20		
	methodology and approach cover the minimum requirements	15		
	inadequate methodology and approach	0		
2	Project and Implementation plan: Appropriateness of suggested delivery schedule indicating targets and time frames per financial year and ability to reach and exceed the set targets.		20	
	Demonstrate understanding of PROJECT, clear timelines, targets, cash flow and engagement strategy.	20		
	Demonstrate understanding of PROJECT, clear timelines, targets and cash flow	16		
	Demonstrate understanding of PROJECT, clear timelines and targets	12		
	Demonstrate understanding of PROJECT, clear timelines	8		
	Demonstrate understanding of PROJECT	4		
	No understanding of PROJECT	0		

3	Experience in Project Applying for: Experience in similar work done in the past. (appointment letters; happy letters)		20	
	From 5 clients and above	20		
	Between 4 to 5 clients	16		
	Between 3 to 4 clients	12		
	Between 2 to 3 clients	8		
	From 0 to 2 clients	4		
4	The company must be at least 51% owned by black people who are women		10	
5	Three (3) successfully clean governance on audit outcome in the past five years (attach reference letter from the client)		10	
6	Relevant expertise of the above specialties as referred above(Annual Financial Statements and Fixed Asset register) (attach proof of appointment)		15	
7	Accredited member of the Chartered Accountants Professional bodies certificate		5	
TOTAL			100	

SECTION 2

TERMS OF REFERENCE

1. PURPOSE

To establish a panel of credible service providers that will provide training services to the Municipality for a period of two (2) years.

2. BACKGROUND

In line with the Skills Development Act, the ULM – Human Resource Section is obliged to provide training and Skills development to employees and Councillors.

It is the responsibility of the Department to ensure that sourcing strategies are established for repetitive commodities ensuring that the Municipality is able to meet its strategic objective and mission.

In order to perform their activities, gain more knowledge, and develop skills in each unit, it is of importance that all officials and Councillors be equipped with training that is in line with their Job Description and mandate.

Moreover, Umzimvubu Local Municipality has an established policy and a Local Economic Development Strategy to support Emerging Contractors and SMME's. This policy allows for targeted procurement procedures which are in line with affirmative action policy to address the legacy of apartheid and gender discrimination.

The Emerging Contractor/ SMME Programme is a 3 staged advancement programme, facilitating the growth and development of emerging contractors/service providers within Umzimvubu Local Municipality jurisdiction.

Successful bidders will be allocated a local SMME to incubate by nurturing, training and develop in order for them to attain knowledge and expertise for a period of twelve (12) months. The SMME to be allocated are only falling under the category of Stage 1 which is as follows:

Stage 1

This stage is for all Training and Development SMME's that have:

1. Conducted or facilitated less than three (3) accredited trainings
2. Have conducted mostly workshops
3. Have 1 accreditation in any SETA
4. Have no Facilitators and Assessors
5. Have staff compliment of less than 3 people.
6. Have not conducted any municipal trainings
7. Have interest in growing as a training service provider
8. Have conducted trainings to a maximum value of R30 000

FULL TIME SUPPORT AND MENTORSHIP

- Training to complete bidding documents, compiling invoices, dealing with tax matters, basic book keeping skills,
- Training and assistance in facilitating accreditation with at least 2 relevant SETA's.
- Training on preparation for trainings, training manuals, moderating, assessing.
- Funding application assistance.

3. PANEL DURATION

The service providers should be accredited for the period of twenty-four (24) months.

4. PROJECT SCOPE

4.1. Service providers will be expected to provide quotations as and when required for the trainings / services they are accredited for.

4.2. Service providers must indicate the relevant Sector Education and Training Authority (SETA) in which they are accredited for. Unit standard number and the National Qualification Framework (NQF) level for each short course provided must be indicated.

4.3. For all non NQF aligned courses, accreditation certificate will be required from the relevant institutions.

4.4. Service providers will be required to work hand in hand with the SMME allocated to for a period of twelve months, parting skills, training and assisting in obtaining accreditation with LGSETA / MICSETA / SITA

5. TRAINING AND DEVELOPMENT

Provision of training to all officials and Councillors as and when needed in line with Workplace Skills Plan (WSP), including skills Audit exercise. The service provider must be accredited with LGSETA and or other relevant SETA'S, and must have done training in the Municipal Environment for a minimum of at least 5 years, and must have extensive experience in the implementation of the Skills Development Act, Skills Development Levies Act, and National Skills Strategy.

Service Providers / Consultants must be accredited with the relevant professional bodies and or any relevant SETA being LGSETA, CONSTRUCTION SETA, MICT SETA, SERVICES SETA, ETDP SETA etc. Must also show potential to get more accreditation.

Service Providers specializing in MFMA Courses will also have to be registered with National Treasury on Competency Levels.

6. PROGRAMME

The BIDDER will be required to provide a detailed programme of work with a start and end date.

7. CONSULTATIVE PROCESSES

7.1 In the execution of this appointment, the bidder will be required to consult / liaise with various parties as follows:

- Human Resources Capacity building Unit
- Accredited SETA's; and
- Other parties / groups as recommended by the bidder in its Work Plan.

8. SPECIFICATION

The Consultant/ service provider may comprise a multi-disciplinary team, managed by a single lead consultant/ service provider. The members of the team will have both the SKILLS and experience necessary to undertake the range of tasks set out in these terms of reference. Each individual on the team must be personally available to do the work as and when required. The lead consultant will be held accountable, in terms of the appointment, for ensuring project deliverables and for the professional conduct and integrity of the team.

9. LOCAL ECONOMIC DEVELOPMENT

9.1 The Consultant / Service Provider will be allocated with one (1) local SMME to incubate by nurturing, training and development in order for them to attain knowledge and expertise for a period of twelve (12) months. The Incubator programme is part of the Local Economic Strategy and it will comprise training to complete bidding documents, compiling invoices, dealing with tax matters, basic book keeping skills and assistance on accreditation with relevant SETA. After the 12 months period the SMME should be able to interpret terms of reference, be able to construct a proposal accordingly and tender bids/ quotation on trainings and be able to prepare for and conduct trainings and skills development.

9.2 It should be noted that it is Umzimvubu Local Municipality that will allocate the SMME for the Service Provider and not vice versa as it will select from its Emerging Contractor / Consultant Development Programme.

9.3 The terms of reference for such Incubator programme will be included in the Service Level Agreement entered into by the Municipality and the successful bidder/.

10. PROPOSAL/ SUBMISSION REQUIREMENTS

10.1 List of Contents

All proposals must cover the following aspects of importance:

10.1.1 A Detailed Company Profile

Including history, field of expertise, staff resources, a proven tracking record of conducting trainings, where the main office is based as well as any other offices and a list of recently completed projects.

10.1.2 Proposed Methodology

Service provider should come up with a sound and workable methods for the development of the above.

10.1.3 Accreditation

10.1.3.1 Training provider must be accredited by the relevant Sector Education and Training Authority (SETA)

10.1.3.2 A copy of accreditation certificate, specifically a letter from the SETA specifying the areas of accreditation must be attached to the proposal.

10.1.3.3 Training provider must provide proof of previous trainings conducted.

10.2 None submission of the information as stipulated from 10.1.1 to 10.1.3 will lead to disqualification of the proposal

11. EXPERTISE REQUIRED:

It is the responsibility of the appointed service provider to make a constant follow up on the submission of the certificates of the learners at least four months after completion of training.

UMZIMVUBU LOCALMUNICIPALITY

DEPARTMENT OF CORPORATE SERVICES

CONTRACT NO. CS 01/2020:

**REQUEST FOR PROPOSALS: FOR PANEL INCLUSION IN THE FOLLOWING FIELD: HUMAN RESOURCES
TRAINING AND DEVELOPMENT**

FORMS TO BE COMPLETED BY THE BIDDER

FORM OF ACCEPTANCE

DEPARTMENT: _____

FORM OF BID: _____

To: **Municipal Manager**
 Private Bag X 9020
 KWABHACA
 5090

1.1 I/we hereby bid to supply and deliver the goods as and when ordered by the Head of Department at prices quoted and/or to render all of any of the services described in the attached documents to the Umzimvubu Local Municipality on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at prices and on the terms regarding time for delivery and/or execution inserted therein.

1.2 I/we agree that: the offer herein shall remain binding upon me/us and open for acceptance by the Umzimvubu Local Municipality during the validity period of 120 days indicated and calculated from the closing time of bid;

1. 2.1 this bid and its acceptance shall be subject to the terms and conditions contained in the Preference Points Claim Form;

2. 2.2 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Council may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Council and I/we will then pay to the Council any additional expense incurred by the Council having either to accept any less favorable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid. The Council shall also have the right to recover such additional expenditure by set-off against monies which may be due to become due to me/us under this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Council may sustain by reasons of my/our default;

3. 2.3 If my/our bid is accepted, the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that the SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
4. 2.4 I/we understand that the Council is not bound to accept the lowest or any bid and also reserves the right to divide the contract between one or more bids;
5. 2.5 this bid, together with Council's written acceptance thereof, shall constitute a binding contract between us that this contract or part thereof shall not be ceded;
6. 2.6 the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose Domicilium citandi et executandi in the Republic at (full address of this place):

- 1.3 I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 1.4 I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under the agreement as the Principal(s) liable for the due fulfillment of this contract.
- 1.5 I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence of judgment which may be pronounced against me/us as a result of such action.

1. Are you duly authorised to sign the bid? Yes / No

2. Has the Declaration of Interest been duly completed and included with the other bid forms? Yes / No

*Delete whichever is not applicable

SIGNATURE: _____

DATE: _____

CAPACITY AND PARTICULARS OF THE AUTHORITY UNDER WHICH THIS BID IS SIGNED:

NAME OF BIDDER: _____

POSTAL ADDRESS: _____

TELEPHONE NUMBERS: _____

FACSIMILE NUMBERS: _____

BID NUMBER: _____

NAME OF CONTACT PERSON: _____

Refer to the under-mentioned important Conditions:

IMPORTANT CONDITIONS

1. Failure on the part of the bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaire and specifications in all respects, may invalidate the bid.
2. Bids should be submitted on the official forms and should not be qualified by the bidders own conditions of bid. Failure to comply with these requirements or to renounce specifically the bidders own conditions of bid, when called upon to do so, may invalidate the bid.
3. If any of the conditions of this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.

**PRICING SCHEDULE
(Professional Services)**

Name of Bidder: _____	Bid Number: _____
Closing Time: _____	Closing Date: _____

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

PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)	
	HOURLY RATE	DAILY RATE
1. PERSON AND POSITION		
_____	R _____	_____
_____	R _____	_____
_____	R _____	_____
_____	R _____	_____
_____	R _____	_____
2. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
_____	R _____	_____ days
_____	R _____	_____ days
_____	R _____	_____ days
_____	R _____	_____ days

5.1 Travel expenses (specify, for example rate/km and total km, class of air-travel, etc. Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
_____	_____	_____	R_____
_____	_____	_____	R_____
_____	_____	_____	R_____
_____	_____	_____	R_____

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
_____	_____	_____	R_____
_____	_____	_____	R_____
_____	_____	_____	R_____
_____	_____	_____	R_____

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract?

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[¶].
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 and/or take an oath declaring his/her interest.

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state[¶] **YES / NO**

* MSCM Regulations: “in the service of the state” means to be –

- a member of –
 1. any municipal council;
 2. any provincial legislature; or
 3. the national Assembly or the national Council of provinces;
 4. a member of the board of directors of any municipal entity;

- an official of any municipality or municipal entity;

3.6.1 If so, furnish particulars.

.....
.....

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

If so, furnish particulars.

.....
.....

3.8 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**

3.8.1 If so, furnish particulars.

.....
.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

-
- 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);
 - a member of the accounting authority of any national or provincial public entity; or
 - an employee of Parliament or a provincial legislature.

YES / NO

3.9.1 If so, furnish particulars

.....

.....

3.10. Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....

.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.11.1 If so, furnish particulars.

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

UMZIMVUBU LOCAL MUNICIPALITY

DEPARTMENT OF CORPORATE SERVICES

CONTRACT NO. CS 01/2020:

**REQUEST FOR PROPOSALS: FOR PANEL INCLUSION IN THE FOLLOWING FIELD: HUMAN RESOURCES
TRAINING AND DEVELOPMENT**

PROCUREMENT DOCUMENTS

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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contribution: = (Maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a sworn affidavit by the Commissioner of Oath

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?.....
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm
:

9.2 VAT registration number :

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM:

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

9.8 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 contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

9.9 Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution

WITNESSES:

1.

.....

SIGNATURE(S) OF BIDDER(S)

.....

DATE:.....

ADDRESS:.....

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

Bidding documents, viz

Invitation to bid;

Tax clearance certificate;

Pricing schedule(s);

Filled in task directive/proposal;

Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;

Declaration of interest;

Declaration of Bidder's past SCM practices;

Certificate of Independent Bid Determination;

Special Conditions of Contract;

General Conditions of Contract; and

Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all

my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESS

.....

Name and surname

.....

Signature

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I..... in my capacity as.....

accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESS

.....
Name and surname

.....
Signature

DATE:

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:
 3. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 4. been convicted for fraud or corruption during the past five years;
 5. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 6. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

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

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL 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

MBD 9

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 *per 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.

7.1 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.

7.2 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.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices; geographical area where product or service will be rendered (market allocation)
 - (b) methods, factors or formulas used to calculate prices;
 - (c) the intention or decision to submit or not to submit, a bid;
 - (d) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (e) 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

PARTICULARS OF BIDDER

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

Name of Bidder: _____

Postal Address _____

Street Address _____

Telephone Number Code _____ Number _____

Cellphone Number _____

Facsimile Number Code _____ Number _____

Contact Person _____

Company / Enterprise Income Tax

Reference Number: _____

NO / YES

Has an original Tax Clearance Certificate been attached (MBD2)

Vat Registration Number _____

Company Registration No _____

Is the Firm registered or does it have a Business Licence(s): (Tick one box)

YES

NO

If YES, give details and quote relevant Reference numbers and dates

Are you the accredited Representative in South Africa for the
Goods / services offered by you?

YES/NO (If YES enclose proof)

AN ORIGINAL TAX CLEARANCE CERTIFICATE MUST BE ATTACHED TO YOUR BID.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, affirms that the information furnished is true and correct.

Signature: _____

Date: _____

Duly authorised to sign on behalf of: _____

Address: _____

Telephone Number: _____

ENQUIRY CONTACT DETAILS

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

MUNICIPALITY: UMZIMVUBU LOCAL MUNICIPALITY
DEPARTMENT: BUDGET & TREASURY (Supply Chain Management)
CONTACT PERSON: MR THEMBA MBUKUSHE
TEL: 039 255 8500 – EXTENSION 8555

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT: CORPORATE SERVICES
CONTACT PERSON: MRS TT MADOTYENI-NGCONGCA
TEL: 039 255 8500 – EXTENSION 8564

UMZIMVUBU LOCAL MUNICIPALITY

DEPARTMENT OF CORPORATE SERVICES

CONTRACT NO. CS 01/2020:

**REQUEST FOR PROPOSALS: FOR PANEL INCLUSION IN THE FOLLOWING FIELD: HUMAN RESOURCES
TRAINING AND DEVELOPMENT**

PRE – QUALIFICATION

DEPARTMENT OF CORPORATE SERVICES

**CONTRACT NO. CS 01/2020: REQUEST FOR PROPOSALS: FOR PANEL INCLUSION IN THE FOLLOWING
FIELDS: HUMAN RESOURCES TRAINING AND DEVELOPMENT**

PRE-QUALIFICATION

All bids received will be subject to a pre-qualification assessment before being evaluated.

Should bids not comply with these requirements, they will **NOT** be eligible for evaluation of the bid submission.

The following criteria will be applicable in respect of pre-qualification:

- a) A bidder must score a minimum of 60% in respect of pre-qualification to be considered for evaluation.
- b) Umzimvubu Local Municipality is not bound to select any of the proposals received.
- c) All bids submitted will be assessed in terms of the criteria submitted in the tables below.

PRE-QUALIFICATION SCORE CARD:

No	Description Items	Maximum Potential Score	Points Claimed	Page Ref. No.
1	Have successfully completed more than six (6) courses for municipalities	50		

2	Accredited with National Treasury (10 points) and LG Seta (10 points)	20		
3	Have been a registered training service provider and done trainings for different spheres of government. Five (5) years or more (40 points); 3-5 years (30 points) and 0-3 years (20 points)	40		
	TOTAL SCORED	100	/100	

NOTE: BIDDERS ARE REQUIRED TO PROVIDE PROOF FOR EACH OF THE ABOVE. FAILURE TO DO SO WILL RENDER THE BID INVALID.

NB: PROVIDE PROOF FOR ALL OF THE ABOVE, INCLUDING CONTACT DETAILS, NAMES OF MUNICIPALITIES CONTACT DETAILS WHERE REFERENCE CHECKS CAN BE UNDERTAKEN AND INFORMATION OBTAINED, IF QUALIFICATIONS WERE OBTAINED REGARDING THE ABOVE WORK