

# THE MSUNDUZI MUNICIPALITY



**HEAD: SUPPLY CHAIN MANAGEMENT  
MRS D. N. GAMBU**

333 Church Street, Private Bag X205, Pietermaritzburg, 3200  
Telephone No. 033 – 392 2597

**CONTRACT No. SCM 26 OF 23/24**

**PANEL OF SERVICE PROVIDERS TO PROVIDE PROCUREMENT AND OTHER  
SERVICES FOR THE IMPLEMENTATION OF LOCAL ECONOMIC  
DEVELOPMENT STRATEGY TO SUPPORT SMALL, MEDIUM & MICRO  
ENTERPRISES AND COOPERATIVES**

Tenderer's Name:																	
Postal Address:																	
Tel. No.									Cell. No.								
Contact Person:																	
E Mail Address:																	
CSD NUMBER : MAAA									B-BBEE STATUS LEVEL								

**Tenders must be submitted both in hard copy and on CD/USB Flash Drive contained in sealed envelopes and marked with “Contract No. SCM 26 OF 23/24 and the **Contract Description** must be placed in the Tender Box located in the Foyer, Ground Floor, City Hall, 169 Chief Albert Luthuli Street (formerly Commercial Road), Pietermaritzburg, 3201, not later than **12h00 on Tuesday, 14 May 2024** when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.**

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 23/24**

**PANEL OF SERVICE PROVIDERS TO PROVIDE PROCUREMENT AND OTHER SERVICES FOR THE IMPLEMENTATION OF LOCAL ECONOMIC DEVELOPMENT STRATEGY TO SUPPORT SMALL, MEDIUM & MICRO ENTERPRISES AND COOPERATIVES**

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11.1	Tenderers are advised to check the number of pages and should any be missing or duplicated, or the reproduction thereof indistinct, or any descriptions ambiguous, or if this document contains any obvious errors they shall inform the Head: Supply Chain Management or the Engineer at once and have same rectified. No liability whatsoever will be incurred by the Council in respect of errors in any tender due to the Tenderer's failure to observe this requirement.	
11.2	The tender closes at <b>12h00 on Tuesday, 14 May 2024</b> , at the Pietermaritzburg City Hall, 169 Chief Albert Luthuli Street (formerly Commercial Road), Pietermaritzburg, 3201.	

**THE MSUNDUZI MUNICIPALITY**

**TENDER SUBMISSION CHECKLIST**

The Checklist below is attached hereto to assist Tenderers with the completion of the tender document. Tenderers are required to **TICK** the relevant boxes for verification purposes. Where information is not applicable to the tender, the symbols **N/A** must be inserted in the space provided.

It must be noted that the Council shall not be held liable for any loss or damage incurred to the Tenderer should the Tenderer fail to fulfil the requirements of the Tender.

<b>No.</b>	<b>Description</b>	<b>Tenderer to Tick (✓)</b>	<b>For Official Use Only</b>	
1	Has the Tender Document been completed in <b>INK</b> and all corrections counter-signed? <b>(No correction fluid used)</b>		<b>D</b>	
2	Has all tendered rates been priced in <b>INK</b> and corrections counter-signed? <b>(No correction fluid used)</b>		<b>D</b>	
3	Has all tendered amounts been arithmetically checked and the correct total amounts carried forward to the Summary Page and Tender Form?			
4	Has all information as required in terms of the Tender Document been submitted with the tender?		<b>D</b>	
5	Has the non-compulsory "Site Inspection/Tender Briefing" meeting been attended and has the "Site Inspection/Tender Briefing" Certificate been completed and signed at the meeting?	✓	<b>D</b>	
6	Have all Declarations contained in the Tender Document been completed and signed by the Tenderer, and before a Commissioner of Oaths (if applicable)?		<b>D</b>	
7	Has the "Tender Form" been completed and signed?		<b>D</b>	
8	Has the "Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022" been completed in its entirety and signed?			
9	Is a valid Original Tax Clearance Certificate attached to the Tender Document or has a Tax Clearance Status Verification Pin been provided?		<b>D</b>	
10	Has the CSD Supplier Number and Unique Registration Reference Number been submitted with the Tender Document?		<b>D</b>	

**\*\*\* D: Failure to comply with these Sections will prejudice the tender.**

Name of Tenderer : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 23/24**

**PANEL OF SERVICE PROVIDERS TO PROVIDE PROCUREMENT AND OTHER SERVICES FOR THE IMPLEMENTATION OF LOCAL ECONOMIC DEVELOPMENT STRATEGY TO SUPPORT SMALL, MEDIUM & MICRO ENTERPRISES AND COOPERATIVES**

**TENDER NOTICE**

The contract calls for a service providers service providers to provide procurement and other services for the implementation of Local Economic Development Strategy to support Small, Medium and Micro Enterprises and cooperatives.

Tender documents will be made available to tenderers from **12h00 on Monday, 15 April 2024.**

Tender documents can be downloaded and printed at the Tenderer's cost from the National Treasury e-Tender Publication Portal on [www.etenders.gov.za](http://www.etenders.gov.za).

Printed copies of the tender documents shall also be available from the Supply Chain Management Unit Offices, 5<sup>th</sup> Floor, A S Chetty Centre, 333 Church Street, Pietermaritzburg, as from the abovementioned date and time, at a non-refundable tender deposit fee of **R1198.69 (including VAT)** for each document drawn. Only cash or EFT payments will be accepted.

For any technical related enquiries regarding the Specifications, please contact Mthobisi Khumalo/Simtholile Myeni on Telephone No. 033 392249/033 3922842 or e-mail address [mthobisi.khumalo@msunduzi.gov.za](mailto:mthobisi.khumalo@msunduzi.gov.za) / [simtholile.myeni@msunduzi.gov.za](mailto:simtholile.myeni@msunduzi.gov.za)

For any procurement related enquiries, please contact Phiwe Mthalande (Supply Chain Management Sub-Unit) on Telephone No. 033 – 392 2486 or e-mail address [phiwe.mthalande@msunduzi.gov.za](mailto:phiwe.mthalande@msunduzi.gov.za).

**A non-compulsory briefing** will be held at Msunduzi Municipality, 333 Church Street, Professor Nyembezi Building, 9<sup>th</sup> Floor Economic Development Boardroom, on **Tuesday, 30 April 2024** commencing promptly at **10h00**.

Sealed tenders containing the original hand written priced tender document and a digital copy of the same on a CD/USB Flash Drive and endorsed on the envelope with the "**CONTRACT No. SCM 26 OF 2023/24**" and "**CONTRACT DESCRIPTION**", must be placed in the Tender Box located in the Foyer, Ground Floor, City Hall, 169 Chief Albert Luthuli Street (Commercial Road), Pietermaritzburg, not later than **12h00, on Tuesday, 14 May 2024**, when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted. Under no circumstances whatsoever will any extension of time be allowed for submission of tenders.

**Tender Validity Period:** Four (4) months commencing from the closing date of tender.

**Tender Adjudication/Evaluation Criteria:** Tenderers shall be evaluated in terms of the 80/20 Preference Point System in accordance with the Preferential Procurement Regulations 2022, issued in terms of Section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

No	Functionality	Scoring	Method of Verification (by Municipality)
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			<b>Failure to submit any of the required documentation the tenderer will claim no point</b>
<b>1</b>	<b>COMPANY EXPERIENCE</b>		
1.1	Service provider is required to have relevant experience on procurement services.	10	Attach letter of awards or contract agreement or Orders of previous job etc.
1.2	The company is required to have relevant experience in sourcing funds.	10	Submit proof of funds sourced. i.e. Referral letters from funders
	<b>Total Points for Relevant company experience</b>	20	
<b>2</b>	<b>HUMAN CAPACITY</b>		
2.1	Company director	NQF Level 6/7 in Financial Management or any relevant course	5
	<b>Total Points for Human Capacity</b>		5
	<b>Total Points for Functionality</b>		<b>25</b>
	<b>Threshold</b>		<b>68%= 17</b>

### **SPECIFIC GOALS**

The project will be based on the 80/20 preferential point system. The specific goals will be scored as below:

Specific Goals	Scoring	Requirements
<p>1. <b>Preference Goal 1:</b> Ownership- Msunduzi Emerging Small Enterprise.</p> <p><b>“Msunduzi Emerging Small Enterprises”</b> a service provider which was established within the last five years and is majority black owned, black youth owned, black female owned and/or black disabled owned and qualifies as an EME or QSE as defined in the Codes of Good Practice issued pursuant to section 9 of the Broad-Based Black Economic Empowerment Act, No. 53 of 2003, as amended from time to time.ng, and strategic policy of the business.</p>	10	Companies and Intellectual Property Commission (CIPC) or Central Supplier Database (CSD)
<p>2. <b>Preference Goal 2:</b> Business Enterprise owned by Women.</p> <p><b>“Business Enterprises owned by Women”</b> Means a woman-owned business that is a continuing, independent, for profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one or more women; or, in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned and controlled by one (1) or more women and whose management and daily business operations are under the control of one (1) or more women.</p>	5	Companies and Intellectual Property Commission (CIPC) or Central Supplier Database (CSD)
<p>3. <b>Preference Goal 3:</b> Location- The promotion of enterprise located in Msunduzi</p>	5	Proof of Business Address- Lease Agreement/ Utility Bill in the name of the Business/Company
<b>Total</b>		<b>20</b>

The Msunduzi Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender. Each tenderer will be informed of the tender result.

The Msunduzi Municipality expects businesses within the Pietermaritzburg and Midlands Region to support its contract and BEE/SMME initiatives.

**MR S.N. HLELA (ACTING MUNICIPAL MANAGER)**

**THE MSUNDUZI MUNICIPALITY**  
**STANDARD CONDITIONS OF TENDER**

**1. DOCUMENTS**

This document comprises of the Standard Conditions of Tender, Standard Conditions of Contract, Special Conditions of Contract (if any), Legislation, Definitions, Specifications, Pricing Schedule, Tender Form, Drawings (if any), Data Sheets and Annexures thereto.

**2. COMPULSORY SITE INSPECTION/TENDER BRIEFING MEETING**

Where in the tender document reference is made to a compulsory Site Inspection/Tender Briefing Meeting, the Service Provider shall be required to attend the meeting prompt on the date and time mentioned in the tender document. Service Providers arriving at the meeting after the stipulated time will be disqualified and the Council shall not be held liable for any loss or damage due to the above. Service Providers are to ensure that they sign the Attendance Register circulated at the meeting and to also ensure that the Site Inspection/Tender Briefing Certificate attached hereto is duly signed by the authorised official.

An official will Chair the meeting and answer queries raised by prospective Service Providers. Any amendment to the tender documentation arising from such answers will be circulated in terms of the meeting's attendance register.

Tenders will not be considered from Service Providers who do not attend the meeting and whose Site Inspection/Tender Briefing Certificate has not been commissioned by the authorised official.

Service Providers arriving at the Site Inspection/Tender Briefing Meeting after the stipulated starting time will be disqualified. Further, all Service Providers will be required to present their tender document at the Site Inspection/Tender Briefing Meeting for endorsement and failure to comply with this will result in disqualification.

**3. SUBMISSION OF TENDERS**

Tenders must be made out on the Tender Form annexed hereto. Tenderers are advised that this document must be completed in ink and submitted in its entirety. Failure to comply with this condition shall result in the tender being disqualified.

Only original hand written priced tender documents will be considered. Tenders submitted by electronic mail, telex or facsimile shall not be considered. ***The use of correction fluid is strictly prohibited.*** All corrections are to be countersigned.

Tenderers using Courier Companies or any other mode of transport to deliver their tender documents must ensure that the tender documents are delivered to the City Hall, 169 Chief Albert Luthuli Street (Commercial Road), Pietermaritzburg, 3201, and placed in the Tender Box situated in the Foyer, Ground Floor by the close of tenders. The Council shall not be held liable for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the Courier Company or any other party involved in the delivery of the tender documents, including any employee of the Council.

Sealed tenders endorsed with the appropriate contract number, must reach the City Hall,

Pietermaritzburg not later than the closing date and time stated in the public advertisement inviting tenders, when they will be opened in public. Under no circumstances will any extension of time be allowed for the submission of tenders. Tenders shall remain valid for four (4) calendar months from the date of opening, except for the initial five (5) working days grace period after the close of tenders within which period a tenderer may be permitted to withdraw its tender subject to an application with good and sufficient reasons being submitted in writing to obtain approval of such withdrawal, at the sole discretion of the Head: Supply Chain Management.

All literature submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Tenderer's failure to comply with this condition.

In the case of a Tenderer withdrawing its tender after the expiry of the grace period, the Council may refuse to receive or consider, for such period as it may think fit, any further tenders from that Tenderer.

**4. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES**

Without detracting from any prevailing law, no Tenderer shall offer, promise or give any person or persons connected with the adjudication, or awarding of the tender, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract. Nor shall any Tenderer communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the closing date of tenders and the date of notification of the successful Tenderer; provided always that the Head: Supply Chain Management may, in exceptional circumstances, obtain additional information from a Tenderer to enable her to formulate her recommendation to Council.

Any attempt to contravene this condition, which is brought to the notice of the Head: Supply Chain Management shall result in the disqualification of the Tenderer.

Prospective Tenderers are further advised that s118 of the Municipal Finance Management Act prohibits the interference, by any person, with the supply chain management system of the Municipality and the amendment of or tampering with any tender, quotation, contract or bid after its submission.

**5. IMPORT PERMITS**

The Council will not undertake to secure any import permits or currency for the import of any goods or materials required for the execution of this contract. The Tenderer must apply directly for any import permits or currency needed. However, the Council will furnish the successful Tenderer with a supporting statement, if required.

**6. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)**

The National Treasury's Central Supplier Database (CSD) has been open for registration from 01 September 2015. The CSD serves as one single source of supplier information to all spheres of government.

Within this system, suppliers are required to register once when they do business with the state. This will significantly reduce the administrative burden for businesses, especially small and medium sized enterprises. The database interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission



(CIPC) and the payroll system. It will electronically verify a supplier's tax and B-BBEE status and enable public sector officials doing business with the state to be identified.

All prospective suppliers can register any time on the CSD website [www.csd.gov.za](http://www.csd.gov.za) Prospective suppliers may also visit the Provincial Treasury Database office situated at Treasury House, Ground Floor, 145 Chief Albert Luthuli Road, Pietermaritzburg from 08h00 to 15h00, Mondays to Fridays, for any assistance with on-line registration on CSD.

For further information or enquiries, please contact 033 – 897 4516 / 033 – 897 4212 / 033 – 897 4624 / 033 – 897 4535 / 033 – 897 4676 / 033 – 897 4509 or Toll-Free at 0800 201 049 during office hours or via e-mail at [database@kzntreasury.gov.za](mailto:database@kzntreasury.gov.za).

**With effect from 01 July 2016, the Msunduzi Municipality will not award any tender to a supplier not registered as a prospective supplier on the CSD.** Negotiations for the tender award will only be concluded with the qualify tenderer(s) who is/are registered on the CSD on or after 01 May 2016.

In order for Council to verify your Company's registration with CSD, please provide the following information for verification purposes:

<b>CSD Supplier Number</b>	
<b>Unique Registration Reference Number</b>	

**Failure to provide the above information shall render the tender to be disqualified.**

## **7. TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

Tenderers shall be required to submit, together with the tender document, a **valid original** Tax Clearance Certificate or a Tax Compliance Status Verification Pin issued by SARS. Failure to submit a valid original Tax Clearance Certificate or a Tax Compliance Status Verification Pin will result in the invalidation and disqualification of the tender. **Certified copies of the Tax Clearance Certificate will not be acceptable.**

Further to the above, Tenderers are to note that the Tax Clearance Certificate must be valid for the full duration of the tender validity period i.e. three (3) months commencing from the closing date of the tender.

Should the validity of the Tax Clearance Certificate expire prior to the final award of the contract being made, the Council reserves the right to request the Tenderer to submit a further valid Tax Clearance Certificate. In this instance, the Tenderer shall be given seven (7) working days written notice in which to comply. Should the Tenderer fail to comply with this request, the Council further reserves the right to make no award to the Tenderer and the Council shall not be held liable for any loss or damages sustained by the Tenderer.

If a tenderer has already submitted an original Tax Clearance Certificate when registering on the Central Supplier Database (CSD), then there is no need to submit a hardcopy of another Tax Clearance Certificate provided that the Tax Clearance

Certificate is still valid for the full duration of the validity period for this tender. In this instance, the Tenderer will be required to indicate below the CSD Supplier Number and Unique Registration Reference Number for verification purposes: -

<b>CSD Supplier Number</b>	
<b>Unique Registration Reference Number</b>	

**8. RATES**

The prices, rates or percentages quoted in the proposal shall be deemed to include all costs, including but not limited to materials, plant, labour, patent rights and royalties, freight, insurance, customs, railage, delivery, etc, unless the Service Provider states otherwise in the proposal.

**9. INCOMPLETE TENDERING**

Tenders may be rejected if they show any additional, conditional or incomplete offers or irregularities of any kind in either the Tender Form or the Pricing Schedule, or if the prices tendered in the Schedule are not market related i.e. the tendered rates does not conform to current day prices.

Partial awards **may** be made where this is perceived by the Head: Supply Chain Management or the Engineer to be in the best interests of the Council. Council reserves the right to take into account the principle of the distribution of works in order to empower SMME's and BEE's.

Should there be any difference or discrepancy between the prices and particulars contained in the Tender Form and those contained in any covering letter submitted by the Tenderer, the prices and particulars contained in the Tender Form shall prevail.

**10. ACCEPTANCE OF ANY TENDER**

The Council does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.

Where less than three (3) tenders are received, the Head: Supply Chain Management reserves the right to purchase such items on the open market notwithstanding the acceptance of an offer.

The procedure which will be followed with the acceptance of a tender is as follows:

No formal agreement will be signed.

A letter of acceptance stipulating which rate/s has been accepted will be sent by the Head: Supply Chain Management to the Tenderer. The tender documents, together with the letter of acceptance, shall constitute a binding agreement between the Tenderer and the Council.

Unless otherwise stipulated in the covering letter submitted with the tender, the Tenderer shall have waived, renounced and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of the tender which are in conflict with the Council's Conditions of Tender and the Standard

Conditions of Contract. The Tenderer is warned that any material divergence from the official conditions or specification may render the tender liable to disqualification.

**11. DOMICILIUM CITANDI ET EXECUTANDI**

For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract, or as a result of any action arising in conjunction with it, the Council chooses City Hall, 169 Chief Albert Luthuli Street (formerly Commercial Road), Pietermaritzburg as its *domicilium citandi et executandi*.

The Tenderer's *domicilium citandi et executandi* shall be whatever street address is given in the Tender Form attached hereto.

Either party may, at any time, give one (1) month notice, in writing, of a change of its *domicilium citandi et executandi* provided that such address shall be within the Republic of South Africa.

**12. DATA SHEETS**

Tenderers shall be required to complete all Data Sheets and the Tender Form attached hereto in their entirety for adjudication purposes. Where Data Sheets and/or any other documentation as contained herein are required to be commissioned, such Data Sheets and/or documentation must be stamped and signed by a Commissioner of Oaths (where applicable). ***Failure to comply with these provisions will render the offer unresponsive (invalid).***

**13. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE**

The Supply Chain Management Regulations states that the Council may not make any award to a person:

- (a) Who is in the service of the state;
- (b) If that person is not a natural person, of which and director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the municipality or municipal entity.

**14. MUNICIPAL FEES**

All Tenderers are to sign the Declaration herein declaring that their Municipal Fees are in order, or that proper arrangements have been made with the Council. Tenderers must include the relevant account numbers in the declaration.

**15. APPEALS AND/OR OBJECTIONS**

Any Tenderer aggrieved by decisions or actions taken by the Municipality may lodge within fourteen (14) calendar days of the date of the decision or action, a written

objection or complaint to the Municipal Manager / Head: Supply Chain Management. In the event that an appeal and/or objection is lodged, the following procedure shall apply:

The Tenderer shall be required to pay an appeal/objection fee in the amount of zero **point five percent (0.5%) of the total contract sum, including VAT or R2 000.00, whichever is the greater to a maximum value of R20 000.00.**

The fee is to be paid in cash or by bank guarantee cheque on or before the expiration of the above period and proof of such payment is to be submitted together with the letter of appeal/objection to the Municipal Manager / Head: Supply Chain Management. No appeal/objection will be entertained should the afore-mentioned condition not be adhered to and the Municipality shall not be held liable for any loss or damage sustained by the Tenderer due to the Tenderer's failure to adhere to the above condition.

**16. PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

Tenderers claiming preference points shall be required complete Annexure "C" hereto in its entirety and to fully comply with the General Conditions, Definitions and Directives stated therein. Failure to do so shall result in no preference points being awarded to the tenderer and the Council shall not be held liable for any loss or damages in this regard. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, 2022, Preference points must be awarded for specific goals stated in the tender.

Tenderers are required to submit, together with the tender document, proof or documentation required in terms of this tender to claim points for specific goals with the bid, will be interpreted to mean that preference points for specific goals are not claimed.

<b>Contract No.</b>	
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**17. JOINT VENTURE AGREEMENTS AND CONSORTIUMS**

Tenderers intending to tender in the form of Joint Ventures/Consortiums **must submit** the following documentation together with the tender:

- 1) Original valid Tax Clearance Certificates or a Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture/Consortium;
- 2) All parties of the Joint Venture/Consortium must submit signed copies of:
  - a) The Declaration of Interest Form;
  - b) The Declaration of Bidder's Past Supply Chain Management Practices Form, and
  - c) The Certificate of Independent Bid Determination Form.
- 3) An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of this contract, and,

Further to the above, the name of the Joint Venture/Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

**18. ADJUDICATION CRITERIA**

The tender shall be evaluated on a Two-Stage: 80/20 Preference Point System in accordance with the Preferential Procurement Regulations 2022, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

**19. COMBATIVE TENDERING**

The Supply Chain Management Regulations states that Combative tendering practices are unethical and illegal. These include but are not limited to:

- (i) Suggestions to fictitious lower quotations;
- (ii) Reference to non-existent competition;
- (iii) Exploiting errors in tenders;
- (iv) Soliciting tenders from Tenderers whose names appear on the list of restricted tenderers/suppliers/persons, and,
- (v) Submission of two tenders by a Tenderer.

Any attempt by a Tenderer to contravene this condition which is brought to the notice of the Municipal Manager or the Head: Supply Chain Management shall result in the disqualification of the tender. The Council further reserves the right to take any other action as it may deem necessary.

## THE MSUNDUZI MUNICIPALITY

### LEGISLATION

#### **1.0 GENERAL**

- 1.1 Contractors will be deemed by virtue of submitting a tender to have undertaken to be aware of and comply fully for all purposes under this contract with all current legislation and related regulations. The following Acts, as amended from time to time, are listed for the attention of the Contractor, without prejudice and without in any way relieving the Contractor of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract, the cost of so doing being expressly included in the contract sum. It is the sole duty of the Contractor to ensure that it acquaints itself and complies with all applicable legislation. **The Council shall not be liable in any way whatsoever for any errors or omissions in the legislation listed herein.**

#### **2.0 THE OCCUPATIONAL, HEALTH AND SAFETY ACT (ACT 85 OF 1993) (OHS ACT)**

- 2.1 The OHS Act covers *inter alia* "any work in connection with –

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
- b) the installation, erection or dismantling of machinery;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project;
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

- 2.2 The OHS Act covers *inter alia* "any work in connection with -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
- b) the installation, erection or dismantling of machinery;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project; and
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

- 2.3 The arrangements and procedures to ensure compliance by the Mandatory with the provisions of the OHS Act referred to in the Agreement, in Annexure "B", between the Employer and the Contractor in this contract are:

- 2.3.1 The Mandatory shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).

- 2.3.2 The Mandatory shall cause every incident to be investigated in terms of Clause 10 (2) of the GAR.
- 2.3.3 The Mandatory shall cause all such records to be examined by a Safety Committee in terms of Clause 10 (3) of the GAR.
- 2.3.4 The Mandatory shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.
- 2.3.5 The Mandatory shall charge a full-time employee designated in writing by the Mandatory with the duty of supervising the performance of the work (or the Mandatory may personally undertake this duty) in terms of Clause 11 of the General Safety Regulations.
- 2.3.6 The Mandatory shall, before commencing or carrying out the work, inform the divisional inspector in writing of: -
  - a) the address of the premises on which such work will be carried out;
  - b) the nature of such work;
  - c) the date on which it is expected that such work will be commenced; and
  - d) the date on which it is expected that such work will be completed.

all in terms of Clause 15c of the GAR
- 2.3.7 The Mandatory shall comply with all other aspects of the OHS Act relative to the nature of the works and shall scrupulously observe and execute any instruction given by an official inspector with reference thereto.

**3.0 THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 of 1993) (COID ACT)**

- 3.1 Contractors are required to register as employers in terms of the COID Act.
- 3.2 Contractors must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community based labour.
- 3.3 In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

**4.0 THE LABOUR RELATIONS ACT (ACT 66 of 1995) (LR ACT)**

- 4.1 Contractors are required to register as employers in terms of the LR Act.
- 4.2 Contractors are required to pay all employee and employer contributions to the Unemployment Benefits Fund, other than in respect of casual employees defined as persons who work for less than eight hours in any one week, or in respect of persons who by virtue of lawful reasons are exempt therefrom.

**5.0 THE BASIC CONDITIONS OF EMPLOYMENT ACT (ACT 3 of 1983) (BCE ACT)**

- 5.1 Contractors in their capacity as employers are required to comply with the provisions of the BCE Act with special reference to their employees' terms and conditions of employment.

**6.0 THE INCOME TAX ACT (ACT 58 of 1962)**

6.1 Contractors in their capacity both as business enterprises and employers are obliged to register and comply with the requirements of the Receiver of Revenue.

## **7.0 THE VALUE ADDED TAX ACT (ACT 89 of 1991)**

7.1 Contractors in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed R150 000 by the end of February each year, to register as VAT vendors with the Receiver of Revenue for the purpose of paying, recovering, charging and returning VAT to the State via the Receiver of Revenue.

7.2 It is recorded that the Employer in this contract is registered as a VAT vendor.

## **8.0 THE ENGINEERING PROFESSION ACT OF SOUTH AFRICA (ACT 114 of 1990)**

8.1 Where work undertaken in connection with this contract falls within the meaning of "*kinds of work reserved for professional engineers*" as fully set out in the Engineering Profession Act of South Africa 1990, or any amendments thereof, only persons registered in terms of the above Act, may assume full responsibility, according to competency under the Act, for the respective sections and phases of such work, as described in the Act, particularly in regard to design, supervision of construction and installation, and commission where applicable.

8.2 The Service Provider shall submit a certificate with the tender certifying compliance with all these requirements in connection with the preparation and submission of the tender and shall give an undertaking to comply in full during the contract period. Where applicable the Service Provider shall submit at the time of tendering the name(s), qualifications and address(es) of the Professional Engineer(s) responsible for the various disciplines and portions of the work comprising this contract.

## **9.0 NON-COMPLIANCE**

9.1 The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.

9.2 Notwithstanding anything to the contrary in this tender document, and in addition to any other remedies the Council may have, if at any time during this contract, the Council discovers any contravention of the laws expressly mentioned herein or any other applicable law, then the Council shall have the right to cancel this contract forthwith. In such event, the Council shall not be liable for any loss or damages caused by such cancellation.



## THE MSUNDUZI MUNICIPALITY

### DEFINITIONS

The following definitions apply: -

**"Council"** means The Msunduzi Municipality.

**"Head: Supply Chain Management"** means the Head: Supply Chain Management of the day of the Msunduzi Municipality or the Manager's duly appointed Representative.

**"Service Provider/Consultant"** means the person, firm, Service Provider or company whose tender has been accepted by the Msunduzi Municipality and includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Council, any assignee of the Service Provider.

**"Special Conditions"** means any addition to or departure from or amendment of these Standard Conditions as set out in Annexure "A" hereof.

**"Drawings"** means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

**"Contract Document"** means the Conditions of Tender, Scope of Contract, Terms of Reference, these Definitions, Special Conditions (if any), Equipment Specifications, Rates, Percentages and Prices, Tender Form and Annexures thereto. Any amendments to the contract document agreed to by the Council and the Service Provider, Provisional Letter of Acceptance and the final Letter of Final Acceptance.

**"Goods"** means the equipment, plant, vehicles, service or materials to be supplied in accordance with the Contract.

**"The Tender"** means the written offer made by the Service Provider to the Council.

**"Preferential Procurement Policy"** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

**"SARS"** means the South African Revenue Services.

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 23/24**

**PANEL OF SERVICE PROVIDERS TO PROVIDE PROCUREMENT AND OTHER SERVICES FOR THE IMPLEMENTATION OF LOCAL ECONOMIC DEVELOPMENT STRATEGY TO SUPPORT SMALL, MEDIUM & MICRO ENTERPRISES AND COOPERATIVES**

**SPECIFICATION**

**1. SCOPE OF WORKS**

- 1.1 A Service Level Agreement relating to the Msunduzi Municipal Employment Initiative will form part of the scope of the appointed service provider.
- 1.2 The main activities forming the scope of work of this contract shall comprise, but not limited to:
- 1.2.1 Provide the inception report and the implementation plan at the initiation stage
  - 1.2.2 Undertake the due diligence on the recommended enterprises
  - 1.2.3 Undertake procurement as per the recommended quotation.
  - 1.2.4 Find potential suppliers that can provide the specific product or service to purchase.
  - 1.2.5 Negotiate costs/prices with a supplier and obtain updated quotations
  - 1.2.6 Place the order once agreed to the specific details, such as prices.
  - 1.2.7 Get everything in writing and have representatives from both organizations sign it. Keep records for future references
  - 1.2.8 When the order arrives, check for any issues with the product or anything the supplier failed to deliver on.
  - 1.2.9 Deliver to handover event; ensure that beneficiaries receive and sign delivery note.
  - 1.2.10 Have proof that goods and services were delivered.
  - 1.2.11 Facilitate consultative meetings with the relevant stakeholders and beneficiaries
  - 1.2.12 Initiate and integrate Social Labour Plan (SIP), Corporate Social Responsibility or Investment
  - 1.2.13 Source non-governmental grants/funding for LED projects implementation
  - 1.2.14 Facilitate trainings for SMMEs and Coops
  - 1.2.15 Report queries to LED office
  - 1.2.16 Prepare a close-out report.

2. **CONTACT PERSON**

For any **technical related enquiries**, please contact the Project Champion:

Mthobisi Khumalo

Telephone No: 033 392 2498

E-mail Address: [Mthobisi.khumalo@msunduzi.gov.za](mailto:Mthobisi.khumalo@msunduzi.gov.za)

And

Name: Simtholile Myeni

Contact details: 033 392 2842

Email: [Simtholile.myeni@msunduzi.gov.za](mailto:Simtholile.myeni@msunduzi.gov.za)

For any **procurement related enquiries**, please contact: -

Phiwe Mthalande (Supply Chain Management Unit)

Telephone No: 033 – 392 2486

E-mail Address: [phiwe.mthalande@msunduzi.gov.za](mailto:phiwe.mthalande@msunduzi.gov.za)

3. **CONTRACT PERIOD**

The contract thirty-six (36) months from the date of appointment.

4. **ESCALATION**

No escalation.

5. **PENALTIES**

Zero point five (0.5) percent of the contract fee will be levied as penalty for each day past the project milestone deadline date. The Municipality reserves the right to terminate the contract on poor performance of the project demonstrated by the service provider.

6. **INSURANCES REQUIRED**

N/A

7. **MAPS AND DRAWINGS**

N/A

8. **SITE BRIEFING**

A non-compulsory briefing will be held at Msunduzi Municipality, 333 Church Street, Professor Nyembezi Building, 9th Floor Economic Development Boardroom, on Tuesday, 30 April 2024 commencing promptly at 10h00.

**9. LEGISLATIVE PROVISIONS**

All works to be undertaken under the Contract shall be compliant in accordance and/or governed by:

- 9.1 The Municipal Finance Management Act (Act 56 of 2003)
- 9.2 National Small Business Act 55 of 1998
- 9.3 Co-operative Act 91 of 1981
- 9.4 The Broad-Based Black Economic Empowerment Act 53 of 2004
- 9.5 Msunduzi Local Economic Development Strategy

**10. CONDITIONS OF CONTRACT GOVERNING THE CONTRACT**

- 10.1 Msunduzi Municipality Supply Chain Management Policy
- 10.2 Service Level Agreement

**11. EVALUATION CRITERIA**

The tender shall be evaluated on an 80/20 Preference Point System in accordance with the Preferential Procurement Regulations 2023, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000. Team members must be registered with their respective professional bodies or equivalent where applicable.

**Team members must be registered with their respective professional bodies or equivalent where applicable.**

No	Functionality	Scoring	Method of Verification (by Municipality) Failure to submit any of the required documentation the tenderer will claim no point
<b>1</b>	<b>COMPANY EXPERIENCE</b>		
1.1	Service provider is required to have relevant experience on procurement services <ul style="list-style-type: none"><li>a. 5 years' or more</li><li>b. 3 years' but less than 5 years</li><li>c. More than 1 years' but less than 3 years'</li></ul>	10  5  3	Attach letter of awards or contract agreement or Orders of previous job etc.

1.2	The company is require to have relevant experience in sourcing funds			
	a. 5 years' or more		10	Submit proof of funds sourced. i.e. Referral letters from funders
	b. 3 years' but less than 5 years		5	
	c. More than 1 years' but less than 3 years'		3	
	<b>Total Points for Relevant company experience</b>		20	
2	<b>HUMAN CAPACITY</b>			
2.1	Company director	NQF Level 6/7 in Financial Management or any relevant course	5	Must hold a relevant qualification and must submit: <ul style="list-style-type: none"> <li>• Certified copies of qualification</li> </ul>
	<b>Total Points for Human Capacity</b>		5	
	<b>Total Points for Functionality</b>		<b>25</b>	
	<b>Threshold</b>		<b>68%= 17</b>	

## 11.2 SPECIFIC GOALS

12.1 The project will be based on the 80/20 preferential point system. The specific goals will be scored as below:

Specific Goals	Scoring	Requirements
<p>1. <b>Preference Goal 1: Ownership- Msunduzi Emerging Small Enterprise</b></p> <p><b>“Msunduzi Emerging Small Enterprises”</b> a service provider which was established within the last five years and is majority black owned, black youth owned, black female owned and/or black disabled owned and qualifies as an EME or QSE as defined in the Codes of Good Practice issued pursuant to section 9 of the Broad-Based Black Economic Empowerment Act, No. 53 of 2003, as amended from time to time.ng, and strategic policy of the business.</p>	10	Companies and Intellectual Property Commission (CIPC) or Central Supplier Database (CSD)
<p>2. <b>Preference Goal 2: Business Enterprise owned by Women</b></p> <p><b>“Business Enterprises owned by Women”</b> Means a woman-owned business that is a continuing, independent, for profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one or more women; or, in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned and controlled by one (1) or more women and whose management and daily business operations are under the control of one (1) or more women</p>	5	Companies and Intellectual Property Commission (CIPC) or Central Supplier Database (CSD)
<p>3. <b>Preference Goal 3: Location- The promotion of enterprise located in Msunduzi</b></p>	5	Proof of Business Address- Lease Agreement/ Utility Bill in the name of the Business/Company
<b>Total</b>		<b>20</b>

**12. ANY OTHER IMPORTANT INFORMATION**

12.1 Without altercating from any relevant law, any tenderer who submits a false or fraudulent document in support of its bid will immediately be disqualified.

12.2 The Municipality reserves a right to verify supporting documents submitted by the bidder.

12.3 The appointed service provider will sign the Service Level Agreement (SLA) with the Municipality.

**THE MSUNDUZI MUNICIPALITY**

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SERVICES FOR THE IMPLEMENTATION OF LOCAL ECONOMIC  
DEVELOPMENT STRATEGY TO SUPPORT SMALL, MEDIUM & MICRO  
ENTERPRISES AND COOPERATIVES**

**PRICING SCHEDULE:**

The tenderers will be evaluated as per below price schedule; the tenderer must specify the management fee rate:

<b>Item</b>	<b>Approved Procurement funding</b>	<b>Unit</b>	<b>Management fee percentage (%) (Inclusive of VAT)</b>
1	Above R5 000 000	%	
2	R3 000 001 - R5 000 000	%	
3	R2 000 001 - R3 000 000	%	
4	R1 000 001 - R2 000 000	%	
5	Below R1 000 000	%	

**SIGNED ON BEHALF OF THE TENDERER:**

Name of Tenderer: .....

Name of Signatory: .....

Capacity of Signatory.....

SIGNATURE ..... DATE.....

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**DATA SHEET 1: INVITATION TO BID DOCUMENT**

**PART A**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY</b>					
BID NUMBER:	SCM 26 OF 23/24	CLOSING DATE:	14 May 2024	CLOSING TIME:	12H00
DESCRIPTION	PANEL OF SERVICE PROVIDERS TO PROVIDE PROCUREMENT AND OTHER SERVICES FOR THE IMPLEMENTATION OF LOCAL ECONOMIC DEVELOPMENT STRATEGY TO SUPPORT SMALL, MEDIUM & MICRO ENTERPRISES AND COOPERATIVES				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX AT:

THE FOYER, GROUND FLOOR, CITY HALL
169 CHIEF ALBERT LUTHULI STREET (FORMERLY COMMERCIAL ROAD)
PIETERMARITZBURG
3201

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		<b>OR</b>	CSD No:	



<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES, ANSWER PART B:3]</p>
<p>TOTAL NUMBER OF ITEMS OFFERED</p>		<p>TOTAL BID PRICE</p>	<p>R</p>
<p>SIGNATURE OF BIDDER</p>		<p>DATE</p>	
<p>CAPACITY UNDER WHICH THIS BID IS SIGNED</p>			
<p><b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b></p>		<p><b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b></p>	
<p>DEPARTMENT</p>	<p>SCM UNIT</p>	<p>CONTACT PERSON</p>	<p>Simtholile Myeza</p>
<p>CONTACT PERSON</p>		<p>TELEPHONE NUMBER</p>	<p>033 392 2842</p>
<p>TELEPHONE NUMBER</p>	<p>033 – 392 2486</p>	<p>CELLPHONE NUMBER</p>	<p>033 392 2842</p>
<p>FACSIMILE NUMBER</p>	<p>086 770 2980</p>	<p>E-MAIL ADDRESS</p>	<p>SEE BELOW</p>
<p>E-MAIL ADDRESS</p>	<p><a href="mailto:Phiwe.mthlane@msunduzi.gov.za">Phiwe.mthlane@msunduzi.gov.za</a></p>	<p><a href="mailto:Simtholile.myeza@msunduzi.gov.za">Simtholile.myeza@msunduzi.gov.za</a></p>	

**PART B**

<b>1. BID SUBMISSION:</b>	
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? NO	<input type="checkbox"/> YES <input type="checkbox"/>
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p><b>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

**THE MSUNDUZI MUNICIPALITY**

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**DATA SHEET 2: AUTHORITY TO SIGN DOCUMENT**

I/We\*, the undersigned, am/are\* duly authorised to sign the tender document on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors\*, of which a certified copy is attached, or .....

Full Name of Signatory: .....

Capacity of Signatory: .....

Signature: .....

Date: .....

**Witnesses: -**

(1) Full Name: .....

Signature: .....Date.....

(2) Full Name: .....

Signature: .....Date.....

\* **Delete whichever is inapplicable or complete as indicated if none are applicable.**

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**DATA SHEET 3: STATEMENT OF PREVIOUS EXPERIENCE**

The nomination of works, preferably of a similar nature to the works in this contract and which the Tenderer has successfully completed, is invited for adjudication purposes.

Tenderers are hereby required to complete the schedule below in its entirety.

Alternatively, Tenderers without experience may submit statements from a person or persons or organisation as to their abilities and standing in support of their tender, for adjudication purposes.

**Failure to comply with either of these requirements shall lead to disqualification.**

<b>Name of Company</b>	<b>Contact Person</b>	<b>Contact No.</b>	<b>Nature of Works</b>	<b>Value of Works and Duration</b>

SIGNATURE..... DATE.....

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**DATA SHEET 4: SCHEDULE OF RESOURCES**

Tenderers are required to submit details of their management, office and supervisory resources, training programmes, yard and office facilities, full-time work-force including trainees, and plant and equipment.


SIGNATURE..... DATE.....

**THE MSUNDUZI MUNICIPALITY**

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**DATA SHEET 5: DECLARATION OF MUNICIPAL FEES**

I/We do hereby declare that the Municipal Fees of \_\_\_\_\_

\_\_\_\_\_

Is/are, as at the date of the tender closing, fully paid up, or arrangements have been concluded with the Municipality to pay the said Fees: -

<b><u>DESCRIPTION</u></b>	<b><u>ACCOUNT No.</u></b>
Electricity	_____
Water	_____
Rates	_____

I/We acknowledge that should it be found that the Municipal Fees are not up to date, the Council may take such remedial action as it required, including termination of contract, and any income due to the Contractor shall be utilised to offset any monies due to the Council.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly authorised to sign on behalf of.....

Physical Address.....

.....

.....

Signature ..... Date .....

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 23/24**  
**PANEL OF SERVICE PROVIDERS TO PROVIDE PROCUREMENT AND OTHER**  
**SERVICES FOR THE IMPLEMENTATION OF LOCAL ECONOMIC DEVELOPMENT**  
**STRATEGY TO SUPPORT SMALL, MEDIUM & MICRO ENTERPRISES AND**  
**COOPERATIVES**

**DATA SHEET 6: DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 3.1 Full Name of bidder or his or her representative:  
.....
  - 3.2 Identity Number:  
.....
  - 3.3 Position occupied in the Company (director, trustee shareholder<sup>2</sup>):  
.....  
.....
  - 3.4 Company Registration Number:  
.....
  - 3.5 Tax Reference Number: .....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
    - 3.8.1 If yes, furnish particulars. ....  
.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

“Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars .....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

3.10.1 If yes, furnish particulars

.....

.....

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

3.11.1 If yes, furnish particulars .....

.....

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

3.12.1 If yes, furnish particulars .....

.....

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

3.13.1 If yes, furnish particulars .....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or



business whether or not they are bidding for this contract?

**YES / NO**

3.14.1 If yes, furnish particulars:

.....  
.....

4. Full details of Directors / Trustees / Members / Shareholders.

Full Name	Identity Number	State Employee Number

**CERTIFICATION**

**I, THE UNDERSIGNED, (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

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 23/24**

**PANEL OF SERVICE PROVIDERS TO PROVIDE PROCUREMENT AND OTHER SERVICES FOR THE IMPLEMENTATION OF LOCAL ECONOMIC DEVELOPMENT STRATEGY TO SUPPORT SMALL, MEDIUM & MICRO ENTERPRISES AND COOPERATIVES**

**DATA SHEET 7: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

I, THE UNDERSIGNED, (NAME) .....

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 23/24**

**PANEL OF SERVICE PROVIDERS TO PROVIDE PROCUREMENT AND OTHER SERVICES FOR THE IMPLEMENTATION OF LOCAL ECONOMIC DEVELOPMENT STRATEGY TO SUPPORT SMALL, MEDIUM & MICRO ENTERPRISES AND COOPERATIVES**

**DATA SHEET 8: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *per se* prohibited meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

—

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition

of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 23/24**

**PANEL OF SERVICE PROVIDERS TO PROVIDE PROCUREMENT AND OTHER SERVICES FOR THE IMPLEMENTATION OF LOCAL ECONOMIC DEVELOPMENT STRATEGY TO SUPPORT SMALL, MEDIUM & MICRO ENTERPRISES AND COOPERATIVES**

**DATA SHEET 9: 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:**

\* Delete if not applicable

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

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

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

**\*YES / NO**

4.1 If yes, furnish particulars

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

**CERTIFICATION**

**I, THE UNDERSIGNED, (NAME) .....**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 23/24**

**PANEL OF SERVICE PROVIDERS TO PROVIDE PROCUREMENT AND OTHER SERVICES FOR THE IMPLEMENTATION OF LOCAL ECONOMIC DEVELOPMENT STRATEGY TO SUPPORT SMALL, MEDIUM & MICRO ENTERPRISES AND COOPERATIVES**

**FORM OF OFFER**

The Municipal Manager  
City Hall  
PIETERMARITZBURG  
3201

Dear Madam,

Having examined the Conditions of Contract, Specifications, Tender and Legislation of the above contract, I/we offer to supply and deliver the whole of the said Works in conformity with the Conditions of Contract, Specification, Tender and Legislation:

<b>DESCRIPTION</b>	<b>TOTAL AMOUNT EXCLUDING VAT</b>
THE IMPLEMENTATION OF LOCAL ECONOMIC DEVELOPMENT STRATEGY TO SUPPORT SMALL, MEDIUM & MICRO ENTERPRISES AND COOPERATIVES	R

I/We are registered VAT vendors and the prices indicated therein **EXCLUDES VAT**.

In the event of there being any errors of extension or addition in the Pricing Schedule, I/we agree to the totals being corrected, the rates being taken as correct.

I/We undertake to deliver the goods comprised in the contract within the time frames stated in this contract document.

I/We certify that I/we have satisfied myself/ourselves that the particulars inserted on all required Affidavits are complete and correct.

I/We confirm that I am/we are fully acquainted with the current South African laws and regulations applicable to this contract including inter alia those laws to which my/our attention has been drawn in the Legislation section of this document.

I/We are registered VAT vendors and my/our VAT vendor registration number is:

I/We are formally associated by written agreement with the following firms, corporations or companies:

(Enter Nil if no affiliations)

I/We are fully paid up members in good standing of the following organisation(s):

(Enter Nil if no affiliations)

My/Our Tender Deposit receipt number as issued by the Council is \_\_\_\_\_  
(Include a copy of the Tender Deposit Receipt if purchased at the Msunduzi Municipality)

I/We bank at the \_\_\_\_\_

Branch of \_\_\_\_\_

Where I/we have a \_\_\_\_\_ account.

It is agreed and understood that should there be any changes on the banking details provided for the entity, a duly signed resolution by all its directors and minutes whereby a resolution for changing the banking details was passed will be submitted to Council including the original letter from the bank confirming the details.

It is agreed and understood that this tender is valid for four (4) months from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding Contract between us.

I/We understand that the Council is not bound to accept the lowest or any tender and acknowledge that the Head: Supply Chain Management may, in her absolute discretion if good and sufficient grounds are brought to her attention in writing within five (5) working days from the date of closing of tenders, decline to consider my/our offer.

I/We the undersigned, warrants that I am/we are duly authorised to do so on behalf of the enterprise, certifies that the enterprise complies with all statutory and municipal requirements and that the information supplied in terms of this documents with additional information is correct and accurate and acknowledges that if the information supplied is found to be incorrect then the Msunduzi Municipality in addition to any remedies, it may have: may

- i Recover from the Enterprise all costs, losses or damages incurred or sustained by the Municipality as result of the award of the contract, and /or
- ii Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellations, and/or
- iii Impose a penalty on the Enterprise as provided in the Tender Document, and/or
- iv Take any other action as may be deemed necessary.

I/we further undertake to submit documentary proof regarding any tendering issue to the Council when so required.

Full Name of Signatory.....

Capacity of Signatory.....

Identity Number.....

Duly authorised to sign on behalf of.....

Physical Address.....

.....

SIGNATURE..... DATE.....

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 26 OF 23/24  
PANEL OF SERVICE PROVIDERS TO PROVIDE PROCUREMENT AND OTHER  
SERVICES FOR THE IMPLEMENTATION OF LOCAL ECONOMIC DEVELOPMENT  
STRATEGY TO SUPPORT SMALL, MEDIUM & MICRO ENTERPRISES AND  
COOPERATIVES

ALTERATIONS BY TENDERER

PAGE	SECTION OR ITEM	PROPOSED DEPARTURE/MODIFICATION

SIGNATURE..... DATE.....

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 23/24**  
**PANEL OF SERVICE PROVIDERS TO PROVIDE PROCUREMENT AND OTHER**  
**SERVICES FOR THE IMPLEMENTATION OF LOCAL ECONOMIC DEVELOPMENT**  
**STRATEGY TO SUPPORT SMALL, MEDIUM & MICRO ENTERPRISES AND**  
**COOPERATIVES**

**OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993)**

**SECTION 37(1)**

*Whenever an employee does or omits to do any act which would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, it is proved that –*

- (a) in doing or omitting to do the act the employee was acting without connivance or permission of the employer or any such user;*
- (b) it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and*
- (c) all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question,*

*the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.*

**SECTION 37(2)**

*The provisions of subsection (1) shall “mutatis mutandi” apply in the case of a mandatory of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.*

**ACCEPTANCE BY MANDATORY**

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993,

I, \_\_\_\_\_  
(Name of PRINCIPAL CONTRACTOR / Representative) acting for and on behalf of

\_\_\_\_\_  
(Name of PRINCIPAL CONTRACTOR / Company) undertake to ensure that the requirements and provisions of the Health and Safety Specifications issued by the client at the following site:

\_\_\_\_\_  
(Name of Site) are complied with in the following manner:

- To produce, review, monitor and enforce a Health and Safety Plan which has been approved by the Client, an Agent for the Client or a Principal Contractor;
- To include a risk assessment in the Health and Safety Plan which identifies all hazards pertaining to the project;
- To ensure that all relevant documentation required by the Occupational Health and Safety Act and Regulations, including the Construction Regulations, the Compensation for Occupational Injuries and Diseases Act as well as any other statutory laws as amended from time to time is available on site in the health and safety file;
- Enforce precautionary measures stipulated in the risk assessments.

The person signing this agreement confirms that he/she has the authority to so sign and to bind his/her employer, the said Contractor.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(on behalf of PRINCIPAL CONTRACTOR)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(CLIENT- Msunduzi Municipality)

Print Name: \_\_\_\_\_ (Name of CLIENT Representative)

**THE MSUNDUZI MUNICIPALITY**

**CONTRACT No. SCM 26 OF 23/24**  
**PANEL OF SERVICE PROVIDERS TO PROVIDE PROCUREMENT AND OTHER**  
**SERVICES FOR THE IMPLEMENTATION OF LOCAL ECONOMIC DEVELOPMENT**  
**STRATEGY TO SUPPORT SMALL, MEDIUM & MICRO ENTERPRISES AND**  
**COOPERATIVES**

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

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

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

---

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to 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 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference Point System shall be applicable.

1.3 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals, if the bidder did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

- (a) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (b) “**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;
- (c) “**Functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (d) “**highest acceptable tender**” means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;
- (e) “**lowest acceptable tender**” means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders;
- (f) “**price**” means amount of money tendered for good or services, and includes all applicable taxes less all unconditional discounts;
- (g) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (h) “**Rand Value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation;
- (i) “**specific goals**” means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (j) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (k) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1 POINTS AWARDED FOR PRICE

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

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

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

Where: -

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

#### 3.2 POINTS AWARDED FOR PRICE

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

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

Where: -

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,



then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership- Enterprise which is at least 51% black owned	10	
Location- The promotion of enterprise located in Kwa-Zulu Natal	10	

## 5. SUB-CONTRACTING

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

**(Tick applicable box)**

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

5.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%?

ii) The name of the sub-contractor.....

iii) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

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

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>

Co-operative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Msunduzi EME		
Msunduzi Manufacturing Enterprise		
Location of a Business Enterprise		

**6. DECLARATION WITH REGARD TO COMPANY/FIRM**

6.1 Name of company/firm.....

6.2 VAT registration number.....

6.3 Company registration number.....

**6.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Company
- (Pty) Limited
- Non-Profit Company

***[TICK APPLICABLE BOX]***

**6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**6.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

***[TICK APPLICABLE BOX]***

**6.7 MUNICIPAL INFORMATION**

Municipality where business is situated.....

Registered Account Number: .....

Stand Number: .....

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

6.9 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 specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

**WITNESSES:**

1. .... 2.....

.....  
**SIGNATURE(S) OF BIDDER(S)**

**DATE:** .....

**ADDRESS:** .....

.....  
.....

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 26 OF 23/24

PANEL OF SERVICE PROVIDERS TO PROVIDE PROCUREMENT AND OTHER  
SERVICES FOR THE IMPLEMENTATION OF LOCAL ECONOMIC DEVELOPMENT  
STRATEGY TO SUPPORT SMALL, MEDIUM & MICRO ENTERPRISES AND  
COOPERATIVES

TAX CLEARANCE CERTIFICATE

Please attach hereto an Original Valid Tax Clearance Certificate and Tax Compliance Status Verification Pin issued by SARS as required in terms of Regulation 16 of the Preferential Procurement Regulations, 2001

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CIPC REGISTRATION CERTIFICATE

Please attach hereto proof of registration with the  
Companies and Intellectual Property Commission  
(CIPC)

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COOPERATIVES**

**CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT**

Please attach hereto proof of registration with the  
Central Supplier Database (CSD)

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**COMPACT DISC (CD) OR USB-FLASH DRIVE**

Please attach hereto a scanned copy of the tender document on either a Compact Disc (CD) or USB-Flash Drive