

# “ The City of Heritage ”



**BID NO: 2/2020/2021**

## **INVITATION TO SUBMIT BID**

**CALL FOR PROPOSAL: APPOINTMENT OF PROJECT  
MANAGEMENT UNIT FOR MIG PROJECTS - ULUNDI  
MUNICIPALITY (3 YEAR CONTRACT)**

NAME OF .....  
CONTRACTOR:

CONTRACTORS ADDRESS: .....

CONTRACTORS TELEPHONE: .....

**DOCUMENTS MAY BE COLLECTED AND SUBMITTED TO:**

Ulundi Local Municipality Local Municipality  
Cnr of King Zwelithini & Princess Magogo St  
Private Bag X17

**NOTE:**

**DOCUMENTS CAN ALSO BE DOWNLOADED FROM THE ULUNDI LOCAL MUNICIPALITY WEBSITE**

**CLOSING TIME: 12:00**

**CLOSING DATE: 28 August 2020**

## ULUNDI LOCAL MUNICIPALITY

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# INVITATION TO BID

“ The City of Heritage “



**ULUNDI LOCAL MUNICIPALITY  
BID NOTICE AND INVITATION TO TENDER  
APPOINTMENT OF A SERVICE PROVIDER FOR PROVIDING A PMU SERVICE FOR  
ULUNDI MUNICIPALITY FOR THE FINANCIAL YEARS 2020/2021 TO 2022/2023**

**Bids are hereby invited from suitable Service Providers for providing a PMU Service for MIG Projects for the financial years 2020/2021 to 2022/2023.** Only service providers registered on the Ulundi Municipality supplier’s database will be considered. Service providers not yet registered may register before the closing of bids.

**Bidders will not be considered if the following documents are not attached to the document:**

Proof of good standing with South African Revenue Services; The Bidder must complete all MBD forms included in tender document; Registered on the CSD (Central Supply Database); Certificate of visit to site; BBBEE Certificate; Comp registration; Latest Municipal account of firm; a list of Municipal clients and other in the past 5 years; ID’s and CV’s of key staff for the project.

Tender documents may be obtained from Ulundi Local Municipality at the Technical Services Department, at the compulsory site meeting at **12:00 AM on Wednesday 19 August 2020 at Technical Services Department**, upon cash payment of a non-refundable amount of R500.00 per set or can be downloaded from Ulundi Municipality official website. No cheques will be accepted. The Engineer will not be available for inspection purposes on any other occasion. To reserve a document tenderer are requested to contact Mr WC De Wet at (035) 874 5152 before the site meeting. Tenders will remain valid for 90 days.

**80/20 POINT SYSTEM WILL BE USED AND EVALUATED AS FOLLOWS:**

**Phase 1: Mandatory Compliance**

**Phase 2: Functionality**

Criteria	Points
Relevant Experience	25 Points
Methodology	25 Points
Key Staff	15 Points
Transfer of knowledge	15 Points
<b>Maximum</b>	<b>80 Points</b>

**Minimum of 60 needed to proceed**

**Phase 3: Point System**

- 80 Points for Functionality
- 20 Points for BBBEE

**Call for proposal: Appointment of Project Management Unit for MIG Projects – Ulundi Municipality (3Year Contract)**

Ulundi Municipality Supply Chain Management Policy will apply.

Tenders are to be completed in accordance with the conditions attached to the documents and must be sealed and endorsed with the relevant contract number and must be personally deposited in the official tender box **in the foyer of the Ulundi Local Municipality at Corner of Princess Magogo & King Zwelithini Streets, Ulundi, no later than 12:00 on Friday 28 August 2020**, at which time tenders will be opened in public. Tenders delivered by courier services will not be accepted. Tenders submitted late will be returned unopened. Ulundi Municipality reserves the right not to make an appointment.

Failure to comply with the above conditions will invalidate your offer.

Kindly note that the successful bidder will be subjected to a screening process prior to the bid being awarded. Should it be discovered that the successful bidder provided misleading information he/she shall be disqualified.

Enquiries are to be directed to WC De Wet at (035) 874 5152 or N Hlabe at 035 874 5220

**MUNICIPAL MANAGER**

**CERTIFICATE OF ATTENDANCE AT BRIEFING MEETING**

This is to certify that I \_\_\_\_\_

Representing \_\_\_\_\_

In the company of a representative of Ulundi Municipality visited the site on 19 August 2020 I carefully examined the site and, have made myself familiar with all local conditions likely to influence the work and the cost thereof.

I further certify that I am satisfied with all the descriptions of the work and explanations given by the said representative and that I understand clearly the work to be done, as specified and implied, in the execution of this contract.

\_\_\_\_\_

**BIDDERS SIGNATURE**

\_\_\_\_\_

**REPRESENTATIVE OF THE ULUNDI MUNICIPALITY**



## 1. CONDITIONS OF TENDER/CONTRACT

### A. GENERAL

1. Bid documents must be completed in black ink and prices must include VAT.
2. **All pages and annexures must be initialled / sign in full signature where required.**
3. Each bidder shall complete fully and accurately all the forms, and submit documents with its bid.
4. Any bid will not necessarily be accepted and Ulundi 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.
5. No bid will be accepted by fax or e-mail.
6. The service provider must be in the Ulundi Local Municipality DATA BASE.
7. Only those bidders whose municipal services fees are fully paid or arrangements have been concluded with the Municipality to pay the said fees are eligible to bid.
8. All bidders are to sign the declaration of interest wherein they declare any relationship that may exist with an official of the Municipality involved in the evaluation process.
9. Bids are to remain open for acceptance for a period of ninety (90) days from the date they are lodged and may be accepted at any time during the said period of ninety (90) days.
10. All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
11. Only bids on Ulundi 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.**
12. **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 bid if corrections are not made in accordance with the above.**
13. This contract will be governed by Ulundi Local Municipality “Conditions of the Bid” only and not any conditions supplied by the bidder.
14. The bidder must submit a comprehensive company profile, for example the founding company statements, as well as detailed exposition of previous work done.
15. Only bids received by **12:00** on the given closing date in the bid 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 Ulundi Local Municipality, any services offered in this bid.

**C. CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category, **and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents to the page provided at the end of this form.**

<b>(I) COMPANY</b>	<b>(II) CLOSE CORPORATION</b>	<b>(III) PARTNERSHIP</b>	<b>(IV) JOINT VENTURE</b>	<b>(V) SOLE PROPRIETOR</b>

**(I) CERTIFICATE FOR COMPANY**

I, ..... chairperson of the Board of Directors of .....  
 hereby confirm that by resolution of the Board (copy attached) taken on .....  
 20....., Mr/Ms..... acting in the capacity of ..... ,  
 was authorised to sign all documents in connection with this and any contract resulting from it,  
 on behalf of the company.

**Chairman:** .....

**As Witnesses:** 1. ....

2. ....

**Date:** .....

**(II) CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as .....  
 ..... hereby authorize Mr/Ms ..... ,  
 acting in the capacity of ..... , to sign  
 all documents in connection with this tender for and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Note:** *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

**(III). CERTIFICATE FOR PARTNERSHIP**

We, the undersigned, being the key partners in the business trading as, .....  
 ..... hereby authorize Mr/Ms .....  
 acting in the capacity of ....., to sign all  
 documents in connection with this and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Note:** *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

**(IV) CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms,



authorized signatory of the company,.....  
 acting in the capacity of lead partner,

to sign all documents in connection with this and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		

**Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.**

**(V) CERTIFICATE FOR SOLE PROPRIETOR**

I, ....., hereby confirm that I am the sole owner of the business trading as .....

**Signature** of Sole owner: .....

As Witnesses:

1. ....

2. ....

Date: .....

**REGISTRATION CERTIFICATE AND ID DOCUMENT**

***[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be inserted here]***

## 2. General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:

**“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.

**“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.

**“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.

**“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government And encouraged to market its products internationally.

**“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 are substantially different in basic characteristics or in purpose or utility from its components.

**“Day”** means calendar day.

**“Delivery”** means delivery in compliance of the conditions of the contract or order.

**“ 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.

**“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.

**“GCC”** means the General Conditions of Contract.

**“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

**“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.

**“Project site,”** where applicable, means the place indicated in bidding documents.

**“Republic”** means the Republic of South Africa.

**“SCC”** means the Special Conditions of Contract.

**“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.

**“Supplier”** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

**“Tort”** means in breach of contract.

**“Written”** or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

**2. Amongst others the following General Conditions of contract will be relevant:**

- Application
- General
- Standards
- Use of contract documents and information inspection
- Patent Rights
- Payment
- Prices
- Delays in the supplier’s performance
- Penalties
- Termination for default
- Antidumping and countervailing duties and rights
- Force Majeure
- Termination for insolvency
- Settlement of Disputes
- Limitation of Liability
- Governing language
- Applicable law
- Notices
- Transfer of contracts
- Amendment of contracts
- Prohibition of restrictive practices

### **3. SPECIFICATION**

#### **1. SCOPE OF WORK OF THE PMU:**

In keeping with the MIG principles, the crosscutting conditions and the sector specific conditions – the PMU would be responsible for the following key functions and outputs at an operational level:

##### **1.1 Financial Management:**

The PMU is responsible for the administration and financial management of MIG funds within the municipal and national accounting systems for infrastructure projects of the municipality. This function should be closely aligned to the Financial Management of the whole municipality.

##### **1.2 Project Identification / Feasibility process:**

The coordination of the project identification and prioritisation process for municipalities served by the PMU ensures proper integration of the respective Infrastructure Investment Framework (IIF) and Integrated Development Planning (IDP's) with the appropriate input from the various other government departments to ensure synchronised service delivery. The feasibility process necessitates that due consideration be given to the feasibility of the project in terms of Provincial Growth and Development strategies, integrated regional-level infrastructure planning and technical feasibility of the project. The PMU is not directly responsible for planning but will liaise closely with the municipal planning department and the relative PIMSS centre.

##### **1.3 Contract Administration:**

This involves the coordination of the administration of service agreements and contracts with contractors and consultants for each project - including feasibility and backlog studies.

##### **1.4 Programme / Project Management:**

The PMU will be responsible for the management of the local infrastructure programme (municipal scale) as well as physical project implementation activities while ensuring:

- That all projects meet overall planning objectives and specific key performance indicators as determined by the MIG policy framework;
- The coordination of regular progress meetings at local level and representation at the national progress meetings;
- That the associated project management administrative functions, from project registration and evaluation through to final project completion reports, are taken care of.

##### **1.5 Monitoring Database MIG MIS:**

The PMU will be responsible for the management of the MIG MIS and the preparation of all necessary reports to municipalities and the Provincial MIG Management Units and the National MIG Unit the relevant provincial and national departments.

##### **1.6 Project Monitoring and Evaluation:**

The PMU will be responsible for:

- Socio-economic impact assessments detailing how the MIG programme has impacted on the communities and municipalities in terms of skills development, community involvement, municipal partnerships, local economic development and how the lives of the communities have improved;
- The facilitation of backlog studies and environmental impact assessments of projects when necessary.

#### **1.7 Project-based capacity building:**

The PMU will be responsible for the coordination of project-based capacity building and developmental initiatives. This capacity building component of MIG is concerned with projects only.

#### **1.8. Operations and Planned Maintenance:**

Municipal Infrastructure Investment Planning, together with Integrated Development Planning, is necessary for long-term financial sustainability of municipal assets. In support of this, it is critical that municipalities have planned maintenance programmes for their assets on one hand and the necessary resources and capacity on the other. It is the responsibility of the PMU to ensure that the municipality has the resources to fulfil the operations and maintenance obligations for all capital projects. The PMU will assist directly or indirectly wherever possible with regard to the planning and implementation of the Operations and Maintenance (O&M) programmes.

#### **1.9. GIS:**

It is envisaged that the GIS functions will be based at the provincial offices or District Municipality. PMUs are expected to make use of these facilities - especially during the project planning / feasibility phases, the O&M planning and the development of asset registers etc. PMU's may also make use of the GIS module within the MIG- MIS.

#### **1.10. Community Liaison / Development:**

It is critical to the success of the programme that there is the appropriate communication and liaison with the community in respect of project planning and implementation to ensure buy-in and long term sustainability of the projects. Communities need to understand the need to pay for services and the development of community-based partnerships for the purposes of O&M as discussed above.

### **2. OPERATIONAL RESPONSIBILITIES/ OUTPUTS:**

It must be understood that project management is an integral function of a municipality.

#### **2.1. Project Manager / Engineer**

The Project Manager/Engineer is primarily responsible for:

- Integrating, coordinating, project-managing and financially administering the MIG in his area of jurisdiction;
- Ensuring project compliance with all applicable legislation, policies and conditions applicable to MIG;
- Conducting project performance and cash flow reviews;
- Liaising with the Provincial MIG Manager as well as other line function departments through formal regular evaluation/progress meetings and on an ad hoc basis;
- Submitting monthly, quarterly, bi-annual, annual and ad hoc reports to dplg as determined in applicable legislation or as required by the National MIG Unit;

- Managing the PMU team and their respective outputs. The function of the PMU manager could be that one of coordinating the implementation of infrastructure projects for a municipality. Under no circumstances should a Project Management Unit be isolated from a municipality and its reporting structures

## **2.2. Secretariat**

Secretariat responsibilities include:

- Administrative and coordination support to the Project Manager;
- HR and related functions.

## **2.3. Technician**

Each technician's responsibilities include:

- Delivering technical support and evaluating proposed projects in alignment with the respective municipal IDPs and the regional and provincial growth and development plans;
- Project-managing labour-intensive projects in line with the EPWP framework and the related reporting requirements;
- Arranging regular project progress meetings;
- Ensuring compliance with all legal aspects and conditions, as required by the various spheres of government;
- Conducting site visits/meetings to ensure compliance with business plan conditions;
- Managing cash flows and committed project expenditure;
- Verifying payment certificates and preparing monthly payment schedule documentation;
- Maintaining project performance data on a national database;

## **2.4. Financial/Legal staff**

Financial/legal staff responsibilities include:

- Performing final compilation of monthly, quarterly, bi-annual and annual reports to the MIG Manager;
- Monitoring the consolidated cash flow performance reports on each project and on the regional programme collectively;
- Verifying and reconciling quarterly transfers from national to the district and local municipalities;
- Compiling all financial reports required by the (DORA) and submit it monthly to the PMMU and the National MIG Unit;
- Auditing compliance of all legal conditions, required by the different spheres of government;
- Auditing and administering the monthly claims and expenditure.

## **2.5. Administration/OH&S auditing staff**

Administration/OH&S auditing staff responsibilities include:

- Supporting and assisting with all administrative duties required by the PMU team;
- Processing related correspondence and assisting with report generation;
- Performing data audits;
- Performing register maintenance: site-visit reports, OH&S register etc.

#### **2.6. Data Capturer/limited IT capabilities**

Data capture (and similar) staff responsibilities include:

- Managing and maintaining the national monitoring database;
- Liaising with provincial and national IT specialists on related issues;
- Providing data and information technology and quality control;
- Manipulating data for the preparation of all necessary reports to municipalities and the relevant provincial and national departments.

#### **2.7. Community Officer / Communications**

Community Officers and Communications staff responsibilities include:

- Designing and implementing a communications strategy in line with provincial and national objectives. This embraces:
  - Press releases.
  - Coordinate opening and hand-over ceremonies
  - MIG orientation workshops etc.
- Preparing and implementing a MIG capacity-building business plan in alignment with the municipal LGCBF business plan;
- Facilitating community liaison linkages to ensure full community participation at all stages of a project's life cycle;
- Conducting bi-annual socio-economic impact assessments on selected projects as required by the National MIG Unit;
- Coordinating project-based capacity building in terms of:
  - Job creation, with the focus on introducing labour-based construction methodology and the development of SMMEs where technically feasible.
  - The development community-based partnerships for the operation and maintenance of the infrastructure.
  - Monitoring and reporting on implemented capacity building initiatives. The municipality, in conjunction with the province and the dplg, reserve the right to expand or reduce the scope of work as circumstances dictate. It is envisaged that the IT and GIS specialists will be located within the provincial structure and report directly to the Provincial MIG Manager.

#### **2.8. Training In terms of the MIG Policy,**

The National MIG Unit will support the capacity building of the PMU utilising MIG funds. The types of interventions will obviously depend upon the qualifications and experience of the PMU team members but may include the following:



a) MIG orientation workshops – national (as per national training schedule)

- MIG Fund management systems and institutional requirements; Inter-departmental orientation: Inter-departmental line functions (roles and responsibilities) DWAF, DoT, DoH, SALGA, NT, DPW, PIMMS etc.
- Sector-specific conditions.
- Departmental Reporting requirements.
- MIG Administration systems;
- MIG Data Information systems;
- MIG lines of communication;
- MIG reporting requirements;
- Monitoring and Evaluation – Impact Assessments.

b) Technical training

- Infrastructure Investment planning;
- Integrated development Planning;
- Project management - municipal Infrastructure related;
- Labour-based methodology – NQF 5 to NQF7 (In terms of the EPWP);
- Operation and maintenance planning;
- Asset management;
- OH & Safety standards;
- IT - national database training;
- GIS planning. c) Legal Services training:
- Contract documentation;
- Local Government law including Departmental conditions. Capacity Building interventions, training requirements, associated budgets and timelines will be formulated once all the capacity gaps have been identified and will be implemented by a multi-sectoral team.

## 2.9. Implementation of the MIG Programme Management systems

As mentioned previously, the MIG programme management system (MIG MIS) developed by the National MI Unit will have to be established within municipal systems by the PMU. It includes:

- The implementation of communication, documentation, and information flows generic to all sectors and departmental policies;
- The implementation of the generic reporting mechanisms, formats and procedures;
- The implementation of the MIG National Fund Administrations system;
- The implementation of the MIG Data Information system;
- Assist municipalities to populate the Backlog Reporting Module
- The implementation of ISO quality control standards.

### 3. PMU FUNDING ARRANGEMENTS

PMUs which is basically a ring-fenced project management function, will be funded from the MIG grant allocation made to the municipality. The funding for PMU’s will be subject to a minimum of 0,5% and a maximum of 5% to the limit of R3,5 million of the total grant allocation for the PMU area. The sliding scale is included at the end of this document for guidance.

Yearly the PMU must submit a PMU business plan to the Province for approval and ratification by the DPLG.

### 4. EVALUATION CRITERIA

The functional / technical criteria that will be utilized to test the capacity of the service provider are set out below. Proposals will be evaluated by using the 80/20 preference point system as set out in the Preferential Procurement Policy Framework Act 2000, (Act No.5 of 2000).

The evaluation criteria will consist of the following three (3) phases:

<b>PHASE 1: MANDATORY REQUIREMENTS</b>
Completion of all MBD and all mandatory documents e.g. Tax Clearance certificate, company registration documents.

<b>PHASE 2: FUNCTIONALITY</b>
The following criteria will be used to score the Functionality of Service Providers:
<ul style="list-style-type: none"> <li>• Consultants relevant experience----- 25 Points</li> <li>• Quality of the methodology proposed -----25 Points</li> <li>• Quality of keys staff ----- 15 Points</li> <li>• Transfer of Knowledge-----15 Points</li> <li>MAXIMUM -----80 Points</li> </ul>

#### 1) Past experience

Number of relevant Projects	Points
1 – 5 traceable PMU projects	10
6 - 10 traceable PMU projects	20
11 Plus traceable PMU projects	25

#### 2) Methodology:

Criteria	Points
Insufficient information	0
Poor understanding	5

Satisfactory. Describe a project life cycle.	15
Good understanding. Describe a project life cycle. Some MIG functions	20
Very Good understanding. Describe a project life cycle. Good idea of MIG – detailed description.	25

**3) Quality of key staff**

Registration Status	Points
Professional Engineer	15
Professional Technologist	10
Professional Technician	5

**4) Transfer of Knowledge**

Description	Points
Poor understanding of transfer of skills	5
Limited offer of transfer of skills	10
Exceptional offer of transfer of skills	15

**Minimum of 60 needed to proceed to phase 3**

PHASE 4 – POINT EVALUATION	Points
Functionality	80
BBBEE	20
<b>TOTAL</b>	<b>100</b>

**5. FORMS TO BE COMPLETED**

*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 .....

**Call for proposal: Appointment of Project Management Unit for MIG Projects – Ulundi Municipality (3Year Contract)**

FACSIMILE NUMBER CODE ..... NUMBER.....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

- AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
  - VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)
  - A REGISTERED AUDITOR
- (Tick applicable box)

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Municipality / Municipal Entity: ULUNDI LOCAL MUNICIPALITY**

**Department: FINANCE (PROCUREMENT)**

**Contact Person: B.G Hadebe**

**Tel: 035 874 5100**

**Email: [bhadebe@Ulundi.gov.za](mailto:bhadebe@Ulundi.gov.za)**

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person: W.C. De Wet**

**Tel: 035 874 5152**

**Email: [wdewet@ulundi.gov.za](mailto:wdewet@ulundi.gov.za)**

## 6. MBD 2 TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

### TAX CLEARANCE CERTIFICATE

***[Tax Clearance Certificate obtained from SARS to be attached to this page]***

## 7. DECLARATION OF INTEREST

**MBD 4**

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

- No bid will be accepted from persons in the service of the state<sup>\*</sup>.
- 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 favoritism, 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 authorized 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**

3.6.1 If so, furnish particulars  
.....

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

3.7.1 If so, furnish particulars  
.....

\*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.

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 person in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

3.9.1 If so, furnish particulars  
.....

3.10 Are any of the company’s Directors, Managers, Principle 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, Principle 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 THE DECLARATION PROVE TO BE FALSE.**

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**POSITION**

.....  
**NAME OF BIDDER**

## 8. MBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

---

### 1. GENERAL CONDITIONS

The following preference point systems are applicable to all bids:

the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included);  
and  
the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

This bid will be evaluated as Functionality 80 Points, and BBEE 20 Points

### 1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION

**Total points for B-BBEE must not exceed** 20

### 2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;



- 2.9 “**EME**” means any enterprise with a annual total revenue of R5 million or less.
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### **4. POINTS AWARDED FOR PRICE**

- 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

## 5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	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: = 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 Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).**

**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 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 MUNICIPAL INFORMATION

Municipality where business is situated

.....

Registered Account Number .....

Stand Number .....

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of 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;
  - (d) 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
  - (e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....

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

2. ....

DATE:.....

MBD 6.2

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT**

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.

1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left[ \frac{x}{y} \right] \times 100$$

Where

- x imported content
- y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate(s) of exchange against the appropriate currency in the table below:

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID No.** .....

**ISSUED BY:** Ulundi Local Municipality:  
.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder  
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Ulundi Local Municipality has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Ulundi Local Municipality imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**9. MBD 8 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;



Call for proposal: Appointment of Project Management Unit for MIG Projects – Ulundi Municipality (3Year Contract)

- 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><b>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?</b></p> <p><i>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</i></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	<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 (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>	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:		
Item	Question	Yes	No
4.4	<b>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?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**Call for proposal: Appointment of Project Management Unit for MIG Projects – Ulundi Municipality (3Year Contract)**

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

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

<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.

**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 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.
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

**11.REGISTRATION CERTIFICATE OF AN ENTITY**

***[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships and ID documents for Sole Proprietors, must be inserted here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement clearly setting out the roles and responsibilities of the parties must be included with particular reference to the guarantees required in terms of the Contract Data. The Joint Venture Agreement must also clearly indicate how payment is to be effected to the entity and distributed to the parties]***

Tenderer's must also indicate in the space provided whether they are registered with the CIDB and if so what the registration details are:

*(If not registered, attach proof that the enterprise can be registered with the CIDB within 10 days)*

Registered Name	Registration Number

## 12. BANKING DETAILS

Tenderers financial capacity to finance and undertake a contract of this nature will also be checked and consequently it is a requirement that the details below be provided.

NAME OF TENDERER						
NAME OF ACCOUNT HOLDER AT BANK						
TYPE OF ACCOUNT (Please tick)	CURRENT/CHEQUE	<input type="checkbox"/>	SAVINGS	<input type="checkbox"/>	TRANSMISSION	<input type="checkbox"/>
BANK						
BRANCH NAME						
ACCOUNT NUMBER						
BRANCH CODE						
BANK TELEPHONE NO						
BANK ADDRESS						
NAME OF BANK MANAGER						
TELEPHONE NUMBER						
FAX NUMBER						
NO OF YEARS ABOVE ACCOUNT HAS BEEN WITH BANK						
CREDIT FACILITIES AVAILABLE (State Amount)						

SIGNATURE: .....  
 (of person authorised to sign on behalf of the Tenderer)

DATE: .....

**13. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE**

**B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE ATTACHED TO THIS PAGE IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE**

Failure on the part of a bidder to submit a **certified** B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.



**14. DECLARATION OF PAYMENT OF MUNICIPAL SERVICES**

**DECLARATION TO CERTIFY THAT:**

**THE TENDERER HAS NO UNDISPUTED COMMITMENTS FOR MUNICIPAL SERVICES TOWARDS A MUNICIPALITY OF WHICH PAYMENT IS OVERDUE FOR MORE THAN 30 DAYS**

*[Proof of Payment to be attached to this page]*

**DECLARATION**

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm, confirms that there are no undisputed commitments for municipal services towards a municipality of which payment is overdue for more than 30 days to my personal knowledge, and save where stated otherwise to the best of my belief both true and correct.

Signature: .....

Duly authorized to sign on behalf of : .....

Address: .....

.....

.....

Telephone: .....

Date: .....

## 15 RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

ADD. No.	DATE	TITLE OR DETAILS
1	24 August 2020	The header of the document was changed to “ <i>Call for proposal: Appointment of Project Management Unit for MIG Projects – Ulundi Municipality (3Year Contract)</i> ”
2		
3		
4		
5		

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....

**16. CHECK LIST**

No	Description	Ticked Bidder	by Municipal Representative
1	Initial/ Sign of all pages		
2	Briefing Session for this contract		
3	Form of bid completed		
4	Original Tax Clearance Certificate attached		
5	Preferential Points Claimed		
6	Preferential % Calculated and claimed		
7	All witnesses signed where it required		
8	Bid Declaration with regard to Equity completed		
9	Particulars of Bidders Completed		
10	Bid Declaration of interest Completed		
11	Contract Form MBD Form 7.2 completed		
12	Declaration of Bidders Past SCM Practice MBD Form 8 completed		
13	Certificate of Independent Bid Determination MBD Form 9 completed		