

<u>UMDONI MUNICIPALITY</u>

The J.E.W.E.L of the South Coast

INVITATION TO SUBMIT QUOTATIONS

Suitable and experienced service providers are invited to bid for the requirements of Umdoni Municipality.

Quote no: 02/12/2019 Notice no 438/2019 Closing Date: 09/12/2019 Closing time: 12:00

DESCRIPTION: <u>CATERING FOR YEAR END FUNCTION</u>

- Only suppliers who have the relevant experience and capacity will be considered.
- The specification document is available upon request and on the website www.umdoni.gov.za
- The invitation is limited to service providers registered on Central Suppliers database.
- Suppliers who wish to register on the database can access it via link www.csd.gov.za and submit the CSD registration Summary report together with quotations Terms and condition apply.
- Suppliers should ensure that quotations are delivered timeously to the correct address.
 Late quotations will not be accepted. Quotations must be hand delivered and deposited in the tender box at Umdoni Municipality Corner of Bram Fisher & Williamson Street,
 Scottburgh 4180
- Umdoni Municipality will not take responsibility for documents delivered or collected via corrier services.
- This quotation is subject to General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.
- This quotation will be evaluated and adjudicated according to the following criteria: Relevant specifications, Value for money, Capability to execute the contract, PPPFA & associated regulations.
- This quote will also be made available on eTender portal through www.etenders.gov.za.

Enquiries regarding the quotation must be directed to Ms Siza Ngcobo 0399761202 and technical enquires Ms Mbatah 0399761202 during office hours. Quotations must be valid for a period of 60 days. Umdoni Municipality does not bind itself to accept the lowest quote, any quote and reserves the right to accept part of your bid.

Dr.\ VP Tsako

Municipal Manager



UMDONI MUNICIPALITY The J.E.W.E.L of the South Coast

CATERING FOR YEAR END FUNCTION

NAME & ADDRESS OF BIDDER

Name:	Tel:	
Address:	Fax:	
	Cell:	
	E-mail:	
Postal code:		
QUOTATION SUM R:	_	



<u>UMDONI MUNICIPALITY</u> The J.E.W.E.L of the South Coast

EXPERIENCE FOR CATERING

NAME OF CLIENT, CONTACT PERSON & CONTACT NUMBER	RELEVANT EXPERIENCE	VALUE OF ORDERS SUPPLIED	DATES / YEARS

Date:	Signature:	
	Print Namo:	



UMDONI MUNICIPALITY

The J.E.W.E.L of the South Coast

DOCUMENTS TO ACCOMPANY BID DOCUMENTS

Failure to submit the following documents will invalidate your bid

- 1. Current al tax clearance certificate and pin sheet status
- 2. Company registration certificate (e.g CK registration)
- 3. B-BBEE certificate or sworn affidavit
- 4. CSD summary report
 (No points will be allocated to bidders who fail to submit a certificate)
- 5. Vat registration certificate (if applicable)
- 6. List of reference including their contact details
- 7. Full company contact details
- 8. Proof of previous experience must be attached.
- 9. Schedule of work and date of completion.
- 10. Quotation to be signed and stamped in a company letter head

NB: All forms must be completed full information must be provided. Reference to any other documents provided by the bidder will not be considered if full information is not provided

APPENDIX 3: TERMS AND CONDITIONS: GOODS

- 1. This purchase order, including these terms and conditions, constitutes the sole and entire agreement between the parties hereto.
- 2. The Vendor's quotation is incorporated in and made a part of this purchase order only to the extent of specifying the nature and description of the goods ordered and then only to the extent that such items are consistent with the order in terms of this purchase order. No other terms and conditions shall be binding upon the Purchaser unless accepted in writing.
- 3. An advice note or packing slip bearing the Purchaser's order number must be sent to the Purchaser on the same day that the goods are dispatched and a copy of such advice note or packing slip bearing the Purchaser's order number must be enclosed with the goods.
- 4. An invoice bearing the Purchaser's order number shall be sent to the Purchaser on the day on which goods are dispatched.
- Payment will be effected within 30 days of receipt of invoice, provided that the Purchaser is satisfied
 with the goods rendered. The Purchaser shall not be responsible for delays in payment which are
 beyond its reasonable control.
- The price herein specified, shall otherwise expressly stated include all taxes and duties of any kind which either party is required to pay with respect to the sale of goods rendered in terms of this agreement.
- 7. Ownership of and the risk in and to the goods shall pass to the Purchaser only upon receipt of the goods by the Purchaser in or on its premises and upon an authorized signatory certifying that the goods were received in good order.
- 8. Materials bought or obtained by the Vendor for use on contract works, shall become the property of the Purchaser immediately when the relevant portion of the actual price of the materials is paid to the contractor in accordance with the terms of payment as set out in this agreement. Property in and the title to the contract works shall pass to the Purchaser in proportion to the amount paid to the Vendor in accordance with the terms of payment.

APPENDIX 3: TERMS AND CONDITIONS: GOODS

- 1. This purchase order, including these terms and conditions, constitutes the sole and entire agreement between the parties hereto.
- 2. The Vendor's quotation is incorporated in and made a part of this purchase order only to the extent of specifying the nature and description of the goods ordered and then only to the extent that such items are consistent with the order in terms of this purchase order. No other terms and conditions shall be binding upon the Purchaser unless accepted in writing.
- 3. An advice note or packing slip bearing the Purchaser's order number must be sent to the Purchaser on the same day that the goods are dispatched and a copy of such advice note or packing slip bearing the Purchaser's order number must be enclosed with the goods.
- 4. An invoice bearing the Purchaser's order number shall be sent to the Purchaser on the day on which goods are dispatched.
- Payment will be effected within 30 days of receipt of invoice, provided that the Purchaser is satisfied
 with the goods rendered. The Purchaser shall not be responsible for delays in payment which are
 beyond its reasonable control.
- The price herein specified, shall otherwise expressly stated include all taxes and duties of any kind which either party is required to pay with respect to the sale of goods rendered in terms of this agreement.
- 7. Ownership of and the risk in and to the goods shall pass to the Purchaser only upon receipt of the goods by the Purchaser in or on its premises and upon an authorized signatory certifying that the goods were received in good order.
- 8. Materials bought or obtained by the Vendor for use on contract works, shall become the property of the Purchaser immediately when the relevant portion of the actual price of the materials is paid to the contractor in accordance with the terms of payment as set out in this agreement. Property in and the title to the contract works shall pass to the Purchaser in proportion to the amount paid to the Vendor in accordance with the terms of payment.

- 9. The Vendor indemnifies the Purchaser against all loss of any kind whatsoever which may be occasioned by loss or damage to the material or works concerned in this agreement, whether these are the property of the Purchaser, the Vendor or of any other party.
- 10. The Purchaser shall not be liable for any loss, damage or expense arising from the Vendor's execution of the order with the Purchaser and the Vendor shall indemnify and keep the Purchase indemnified against any loss, damage, expense or injury to any property or any person in consequence of any defect in design (not originating with the Purchaser) work or material or from any negligence of the Vendor, its servant or agents. If the Purchaser becomes subject to any such claim, the Vendor shall render all reasonable assistance as required by the Purchaser to settle or defend any such claim or arbitration or proceeding arising there from and shall be liable for inter alia all legal fees incurred by the Purchaser in defending and/or settling such claims.
- 11. All delivery instructions of the Purchaser shall be strictly complied with and failure to do so will render the order subject to total or partial cancellation at the option of the Purchaser and the Purchaser shall be entitled to Purchase such goods elsewhere and debit the contractor with any loss, expense and cost thereby incurred.
- 12. The Vendor is required to acknowledge receipt and acceptance of this purchase order and the terms and conditions therein. Non-receipt of the Vendor's acknowledgment within three (3) working days from the date of this purchase order shall be deemed to signify acceptance by the Vendor of this purchase order and its conditions.
- 13. All goods delivered under any order of the Purchaser must be strictly to the quality control, engineering and building specifications, drawing, descriptions, samples or any other data furnished or adopted by the Purchaser and all goods must be in a new condition when delivered.
- 14. The Vendor warrants that all goods delivered under this order are fit and sufficient for the purpose for which they are intended to be used, that they are of merchantable quality and free from defects, whether they are patent or latent, in both material and workmanship.
- 15. The terms of all orders of the Purchaser or information supplied thereunder or derived therefrom are strictly confidential and shall not be divulged to any third party.

16. Failure by the Purchaser to enforce any of these issues shall not be construed as a waiver of any of the Purchaser's rights hereunder.

Responsibilities of the Vendor:

- In accordance with the requirements of the Request for Quotation, provide Goods in the quantity, on
 or before the due date determined in or stated in a written order issued by the Purchaser.
- 2. Ensure that all goods shall be packaged with the provisions of the Request for Quotation. Where no provisions are made in the specifications for packaging, the goods shall be properly packed for long term storage in containers suitable to protect the contents against damage through rough handling and for over-storage in transit or whilst in stores.
- 3. Ensure that all containers (including packaging cases, boxes, tins, drum and wrappings) supplied by the Vendor shall be considered as non-returnable, and their cost having been included in the price of the goods.
- 4. Ensure that each consignment is clearly marked on the outside of the consignment or package with the Vendor's name and full details on the destination in accordance with the Purchaser's order and include a packaging note stating the contents thereof.
- 5. Ensure that on dispatch of each consignment, the Vendor shall send to the Purchaser at the address for delivery of the goods, an advice note specifying the means of transport, weight, number or volume as appropriate and the point and date of dispatch.
- Send to the purchaser a detailed priced invoice as soon as reasonably practical after dispatch of the goods.
- 7. Ensure that the delivery of goods is effected within 7 days from receipt of the Purchaser's order, or if otherwise specified by the Purchaser. Should the Vendor have reason to suspect delays in delivery, the Vendor shall advise the Purchaser upon receipt of an order, in writing, of any anticipated delays citing reasons therefore and put forward a new anticipated delivery timeline. The Purchaser may extend the delivery date as it sees fit. Unless and until the Vendor receives a notification of the new, extended delivery date, there shall be no extension to the delivery date.

Responsibilities of the Purchaser:

- The Purchaser will co-operate with the Vendor and provide the Vendor with such data, information
 and assistance as the Vendor may reasonably require either enabling or facilitating the Vendor to
 comply with its obligations under this Agreement.
- 2. The Purchaser shall supply the Vendor with reasonable access to relevant premises, personnel, equipment and systems as the Vendor may reasonably require for the purposes of its obligations, provided that the Purchaser shall then not be required to incur any extra costs without its prior agreement which may be refused at its sole discretion;
- 3. The Purchaser shall ensure that any party over whom it has direct control performs its functions and duties as may be reasonably required by the Vendor to enable it to comply with its obligations under this Agreement;
- 4. If the Purchaser is requested by the Vendor, but without absolving the Vendor from any of its service provision obligations, the Purchaser will utilise its best efforts to facilitate compliance and/or cooperation from other third parties and role-players with whom the Vendor requires to interact in order to comply with its obligations under this Agreement.

Special Conditions of Contract:			
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Signed on behalf of the Purchaser:	Signed on behalf of the Vendor:
·	
Designation:	Designation:
Date:	Date:



UMDONI MUNICIPALITY The J.E.W.E.L of the South Coast

Experience of supply and installation

NAME OF CLIENT, CONTACT PERSON & CONTACT NUMBER	RELEVANT EXPERIENCE	TYPE OF EXPERIENCE OR SERVICE	VALUE OF ORDERS	DATES / YEARS
			,	

Signature:
Date:

Print Name:

NB: references must be clearly for the relevant services and failure to do so will invalidate your bid.

PART A INVITATION TO BID

YOU ARE HEREBY: INVITED TO BID FOR RE	QUIREMENTISTS CLOSING DA) PATHE (NAME) ATE:	DEMUNIC	IPAUTYANUN CLOSI	SIBALE NG TII	ENJURY) PER STANDARD
BID NUMBER: DESCRIPTION		-				
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STREET ADDRESS	<u> </u>					
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CELLPHONE NUMBER		 				
FACSIMILE NUMBER	CODE			NUMBER	<u> </u>	
E-MAIL ADDRESS		<u> </u>				
VAT REGISTRATION NUMBER		·	- 		1	
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	<u> </u>	
B-BBEE STATUS LEVEL VERIFICATION	Yes			B-BBEE STATUS LEVEL SWORN		/es
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REPRESENTATIVE IN SOUTH AFRICA	Lites	[_]140	1	GOODS (SERVI		
FOR THE GOODS /SERVICES /WORKS OFFERED?	[IF YES ENCLOSE PROOF]		WOR	WORKS OFFERED?		[IF YES, ANSWER PART B:3]
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TOTAL NUMBER OF TEMPO OF TERES		<u></u>				
SIGNATURE OF BIDDER	**************	<u> </u>	DATI			
CAPACITY UNDER WHICH THIS BID IS SIGNED			_		_	
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E-MAIL ADDRESS	<u> </u>					

PART B TERMS AND CONDITIONS FOR BIDDING

翻點	TELL SUBMISSION.		
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CONSIDERATION.	CORRECT ADDRESS, LATE BIDS	WILL NOT BE ACCEPTED FOR
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROV	/IDED-(NOT TO BE RE-TYPED) C	R ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POL REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT OF CONTRACT,	ICY FRAMEWORK ACT AND THE F (GCC) AND, IF APPLICABLE, ANY	PREFERENTIAL PROCUREMENT OTHER SPECIAL CONDITIONS
Wase o			•
2.1	ANAXIGOMPUANGEREQUIREMENTS BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGA	TIONS.	
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IC ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX	DENTIFICATION NUMBER (PIN) ISS STATUS.	SUED BY SARS TO ENABLE THE
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFUSE THIS PROVISION, TAXPAYERS WILL NEED TO REGISWWW.SARS.GOV.ZA.	CICATE OR PIN MAY ALSO BE MA TER WITH SARS AS E-FILER	DE VIA E-FILING. IN ORDER TO S THROUGH THE WEBSITE
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUEST	FIONNAIRE IN PART B:3.	•
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOG	ETHER WITH THE BID.	•
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTOS CERTIFICATE / PIN / CSD NUMBER.	FORS ARE INVOLVED, EACH PAR	TY MUST SUBMIT A SEPARATE
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED MUST BE PROVIDED.	ON THE CENTRAL SUPPLIER DAT	(CSD), A CSD NUMBER
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	QUESTIONNAIRE TO EIDDING FOREIGN SUPPLIERS: IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA		I YES □ NO
3.1.	OUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS: IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA DOES THE ENTITY HAVE A BRANCH IN THE RSA?	4 (RSA)?	YES □ NO
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3.1. 3.2. 3.3.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICATION OF THE ENTITY HAVE A BRANCH IN THE RSA?	A (RSA)?	YES NO
3.1. 3.2. 3.3. 3.4.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICATION OF THE ENTITY HAVE A BRANCH IN THE RSA? DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE	A (RSA)?	YES NO YES NO YES NO
3.1. 3.2. 3.3. 3.4. 3.5.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICATION DOES THE ENTITY HAVE A BRANCH IN THE RSA? DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	RSA?	YES NO YES NO YES NO YES NO A TAX COMPLIANCE STATUS
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TAX CLEARANCE CERTFICATE REQUIREMENTS

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

- 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.
- 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.
- 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 πationally or on the website www.sars.gov.za.
- 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.

MBD 4

DECLARATION OF INTEREST

- No bid will be accepted from persons in the service of the state¹. 1.
- Any person, having a kinship with persons in the service of the state, including a blood 2. 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 an	order to give effect to the above, the following questionnaire must be one of the difference of the order of the bid.	completed
	3.1	Full Name of bidder or his or her representative:	*****
		2 Identity Number:	
		Position occupied in the Company (director, trustee, hareholder²):	
		Company Registration Number:	
		Tax Reference Number:	
		VAT Registration Number:	
		The names of all directors / trustees / shareholders members, their individual id numbers and state employee numbers must be indicated in paragraph 4 below.	
	3.8	Are you presently in the service of the state?	ES/NO
		3.8.1 If yes, furnish particulars.	*******

¹MSC (a)	M R a me	legulations: "in the service of the state" means to be —	
\- /.	(i)	any municipal council;	
	(ii)	any provincial legislature; or	

(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

the national Assembly or the national Council of provinces;

(f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3	.9	Have you been in the service of the state for the past twelve months?	YES / NO
:		3.9.1 If yes, furnish particulars	

. 3.		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?	•
		3.10.1 If yes, furnish particulars.	
		***************************************	••
3.11	an	re you, aware of any relationship (family, friend, other) between y other bidder and any persons in the service of the state who ay be involved with the evaluation and or adjudication of this bid?	YES / NO
	3.1	1.1 If yes, furnish particulars	
			•
3.12	Are prir	any of the company's directors, trustees, managers, nciple shareholders or stakeholders in service of the state?	YES / NO
	3.1	2.1 If yes, furnish particulars.	
	۸		
3.13	trus	any spouse, child or parent of the company's directors tees, managers, principle shareholders or stakeholders ervice of the state?	YES / NO
	3.13	3.1 If yes, furnish particulars.	
3.14	prine have	you or any of the directors, trustees, managers, ciple shareholders, or stakeholders of this company and interest in any other related companies or ness whether or not they are bidding for this contract.	YES / NO
		.1 If yes, furnish particulars:	

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

Full Name	Identity Number	State Employee Number

Signature	Date
	•
Capacity	Name of Bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).
- 1.3 Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

	contributor
5.	BID DECLARATION
5.1	Bidders who claim points in respect of B-BBEE Status Level of Contribution mus complete the following:
6.	B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1
6.1	B-BBEE Status Level of Contributor; . =(maximum of 10 or 20 points)
	(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.
7.	SUB-CONTRACTING
7.1	Will any portion of the contract be sub-contracted?
	(Tick applicable box)
	YES NO
7.1.1	If yes, indicate:
	i) What percentage of "

7.1.1	If yes,	indicate:
-------	---------	-----------

1)	vvnat subcontrac	percentage ted	of	the %	contract	will	be
II)	ine	name		of	the		sub-
iii)	The contractor	B-BBEE	status	level	of	the	sub-

iv) Whether the sub-contractor is an EME or QSE (Tick applicable box)

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
Black people	<u> </u>	7
Black people who are youth		
Black people who are women		

Blac	ck people with disab	ilities			
Blac	ck people living in ru	ral or underdevelor	ed areas or township	os	
C00	perative owned by b k people who are m	viack peopie			
Diac	w beoble with are ill	ilitary veterans	OR		
Any	EME		<u> </u>		
Any	QSE				
		· · · · · ·			
8.	DECLARATION	WITH REGARD TO	O COMPANY/FIRM		
8.1	Name	1407110	O GOMENIA MENERAL		
			:		0
2.0		*		*** *** *** *** *** *	***********
8.2	VAT-				registration
	number:	***************		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
8.3	Company				mm = 1 . 2 2 f
	number:	*************			registration
8.4	TYPE OF COM		*	******	
•	Partnershi	o/Joint Venture / Co	onsortium		
	Close com	n business/sole pro	priety		·
	Company	OI ALION			
	(Ptv) Limite	ed			
	TICK APPLICABLE				
8.5	DESCRIBE PRIN	CIPAL BUSINESS	ACTIVITIES		

	*****************	******		******************	*************
	***********				**************
	***************		********************	***************	*************
	******			**************	
8.6	COMPANY CLAS	SIEICATION			
0.0	COMIN VIAL CTVS	BOILICATION	:		
	Manufacture	er			
	C Supplier				
	Other service	service provider			
	TICK APPLICABLE I	e providers, e.g. tra	ansporter, etc.		
		-			
8.7	MUNICIPAL INFOR	MATION			
	Municipality	where	business	: _	
	***************	************		is	situated:
	Registered Accou	•			
	Stand Number:		74474344777777777777777777777777777777		
			P6 6 2 6 5 2 6 2 2 2 2 2 2 2 2 4 4 6 6 6 6 6 7 2 2 2 2 2 2 2 2 2 2 2 2 2 2		
8.8	Total number	of years	the company/f	irm haa	ha •
	huninana	F	wompanym	irm has	been in

business:....

- 8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
 - i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have —
 - (a) disqualify the person from the bidding process;
 - 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		DATE:	GNATURE(S) OF BIDDERS(S)	_
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MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)1.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes 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. Where necessary, for bids referred to in paragraph 1.2 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.
- 1.4. 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.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x/y] *100$$

Where

- x is the imported content in Rand
- y is the bid price in Rand 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 of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. Definitions

- 2.1. "bid" includes written price quotations, advertised competitive bids 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 (this includes labour and intellectual property costs), 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.
- The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
	%
	%
	%

4.	Does any portion of the services, works or goods offered
	have any imported content?
	(Tick applicable box)

YES	NO

If yes, the rate(s) of exchange to be used in this bid to calculate the local content as 4.1 prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	- Storidinge
Pound Sterling	
Euro	
Yen	
Other	

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

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION (REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESP (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)	
IN RESPECT OF BID NO.	

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

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.
- 2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible http://www.thedti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations

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l 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 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).			
- 1			

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 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).
- In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

	-		
Iten	ı Question	17.	37
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?	Yes Yes	
	(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).		
	The Database of Restricted Suppliers now resides on the National Treasury's website(<u>www.treasury.gov.za</u>) and can be accessed by clicking on its link at the bottom of the home page.		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes	No
4.2.1	If so, furnish particulars:		
4.0	W. al. 1311		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No

4.3.1	If so, furnish particulars:	 -	
1			
Item	Overtical		
4.4		Yes	No
7.7	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	Yes	No
	/ municipal entity, that is in arrears for more than three months?		
4.4.1	If so, furnish particulars:		<u> </u>
	,		
}	1		
4.5	Was any contract between the bidder and the municipality / municipal entity or any	Yes	No
	other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		
4.7.1			
4.7.1	If so, furnish particulars:		
	·		
-			
	CERTIFICATION		
I, TI	HE UNDERSIGNED (FULL NAME)		
CER	TIFY THAT THE INFORMATION FURNISHED ON THIS	********	•••
DEC	LARATION FORM TRUE AND CORRECT.		
T AY	CEPT THAT IN ADDITION TO CANONIA		
ACT	CCEPT THAT, IN ADDITION TO CANCELLATION OF A CO TON MAY BE TAKEN AGAINST ME SHOULD THIS DECL	NTRA	CT,
PRO	VE TO BE FALSE.	AKAT)	ON

Śigna	iture Date	****	
			•
	•		
Positi	On NT chill	****	
	Name of Bidder	Ta d C	76111
		JS36	7bW

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 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). Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
- 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;
 - 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.
 - 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.
 - In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

i, the undersigned, in submitting the accompanying bid:	
(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 re	spect:
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:
 - has been requested to submit a bid in response to this bid invitation; (a)
 - could potentially submit a bid in response to this bid invitation, based on (b) their qualifications, abilities or experience; and
 - provides the same goods and services as the bidder and/or is in the same (c) 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^s 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;

. . 1 7 . .

- (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;
- 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.
- 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.
- 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.

^{*} 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.

MBD 9

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.

1 1 F A

Signature	Date
Position	Name of Bidder
	Js9141w a

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TERMS OF REFERENCE REQUEST FOR PROPOSALS

For the provision of:

Long Service Awards

Contact Person for Enquiries: Bongiwe Mbatha

HUMAN RESOURCE DEPARTMENT

Cnr Bramfischer & Williamson Street Scottburgh 4180

Telephone: (039) 976 1202

Email: Bongiwem@umdoni.gov.za

1. BACKGROUND

The Human Resources Department within Umdoni Municipality is comprised of six Units i.e. Recruitment and Selection, Service Benefit, Occupational Health & Safety and Employee Relations/ Labor Relations, and Skills Development Units, Organizational Development and Employee Assistant Program. The Human Resource Manager responsible for the units has requested catering for long service awards on the 13 December 2019

The successful service provider will be responsible for:

Catering for 400 staff on the long service awards day that will take place on the 13th December 2019 it's a braai. There is halaal

The Menu:

- Rolls
- Chakalaka
- Potato salad
- Beef
- Chicken (drumstick)
- Wors
- Can's (Juice & drinks)
- Each can receive a Can of drink
- Table cloth and center piece

Umdoni Municipality will be responsible for:

· Providing the venue

3. ACCEPTANCE OF SUBMISSION

The HR department is not obliged to accept the cheapest proposal, and may elect not to proceed with the catering.

4. RESERVATION OF RIGHTS

The HR Department reserves the right to:

- 1. Extend the Request for Proposal closing date.
- 2. Amend the requirements at any time prior to the closing date, provided that the amendment is communicated to prospective respondents.
- 3. Seek information from or negotiate with one or more of the respondents on any issue at any time, and to continue to negotiate with one or more respondents simultaneously/concurrently.
- 4. Abandon this process whether before or after the receipt of submissions.
- 5. Make enquiries of any person, company or organization to ascertain information Regarding the respondent and its quotation.
- 6. **Not to** consider an incomplete quotation or otherwise than in accordance with these conditions.

5. QUOTATION

The quotation tender requires:

- a) A detailed description of the quotation services
- b) Detailed pricing inclusive of value added tax (VAT)

6. SEL6CTION OF SERVICE PROVIDER - Evaluation of Quotations

The proposal will be reviewed by the HR department and evaluated and adjudicated by the SCM unit of Umdoni Municipality. The proposal will be adjudicated using the criteria set out hereunder. Please ensure that you provide sufficient information in your quotation

The functionality sub-criteria are as follows:

Proven track record with similar services

8. INFORMATION AND DOCUMENTATION REQUIRED

SPECIFIC CONDITIONS

- The price will not be the sole determining factor.
- Quotes should be on a letterhead, indicating the VAT registration number, and where possible include letters of reference for similar work undertaken.
- A current list of references where similar services was undertaken should be supplied.
- The Company Tax reference number and valid Tax Clearance certificate.

9. CONFLICT OF INTEREST

Please state any potential conflict of interest you may have in the provision of the required services to the Umdoni Municipality.

10. SUBCONTRACTING AND ASSIGNMENT

The service will be managed by the successful applicant (the service provider) who will liaise with HRM, who is responsible for the event.

11. SUBMISSION OF DOCUMENTS AND CLOSING DATE

This proposal must be placed in an envelope, sealed and send to the main office of Umdoni municipality, Cnr Bramfischer & Williamson Street, Scottburgh, not later than Monday 02 December 2019.

For further enquiries, you may Contact Ms B Mbatha, on 039 976 1202 or e-mail bongiwem@umdoni.gov.za