CAPE WINELANDS DISTRICT
MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

TENDER NUMBER: T 2027/039

FACILITATION AND DELIVERY OF VARIOUS COMPLIANCE LEARNING PROGRAMMES FOR THE CAPE WINELANDS DISTRICT MUNICIPALITY (CWDM) FOR THE PERIOD ENDING 30 JUNE 2030

COMPANY NAME: ……..……

POSTAL ADDRESS: ……...……...……...

……..……

……..……

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Financial Services
Supply Chain Management
Tel: 086 126 5263

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A. TENDER NOTICE

Tenders are hereby invited from experienced, qualified, and accredited Skills Development Providers, for the facilitation and delivery of various compliance learning programmes for the period ending 30 June 2030.

Technical enquiries regarding this bid may be directed to Rushdi Hollenbach at Tel no. 0861 265 263

Closing date: 11:00 on Friday, 15 January 2027.

Tender documents, in English, are available free of charge on the websites: www.capewinelands.gov.za or https://etenders.treasury.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch, upon payment of a non-refundable fee of R 274.00 per document.

All prospective bidders must ensure that they are registered and accredited on the CWDM's Supplier Database and the Central Supplier Database, prior to the closing date of the tender.

Duly completed tenders must be enclosed in a (separate) sealed envelope and endorsed with the relevant tender number and description on the envelope/s. The sealed tenders must be placed in the official tender box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch on the abovementioned time and dates.

Tenders will be opened in public as soon as possible after this closing time.

HF PRINS
MUNICIPAL MANAGER

B. GENERAL CONDITIONS AND INFORMATION

Inviting of tenders by the Cape Winelands District Municipality (CWDM), all relevant bid documentation, submitting of tenders by prospective bidders, evaluation / awarding of tenders and all subsequent contractual responsibilities regarding supply and delivery of goods and/or services, will be managed in terms of and MUST comply with:

- Chapter 11 of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003);
- Municipal Supply Chain Management Policy of the CWDM;
- Supply Chain Management: A guide for Accounting Officers of Municipalities (Guide for AO's);
- Any relevant Regulations / Circulars issued by the National Treasury, from time to time, and
- Any Special Conditions detailed in this Contract (SCC) – *referring to, but not limited to: paragraphs **B.1.** - **17.** and **C** to **P**.*

Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail (chapter 4.5.2.9 – Guide for AO's)

1. Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept any tender in whole or part.

The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

The Municipality reserves the right to accept more than one tender (in the event of a number of items being offered).

2. Validity Period

The fact and action of handing in a tender to the Municipality is accepted as a contract between the Municipality and the bidder whereby such a tender remains valid and available for a period of 180 days, calculated from the closing date as advertised for the tender, for acceptance, or non-acceptance by the Municipality. The bidder undertakes not to withdraw, or alter, the tender during this period.

The period of validity may be extended by the SCM Department, provided that the original bid validity period has not expired and that all bidders are given an opportunity to extend such period. Any such extension shall be agreed to by a bidder in writing. Bidders who fail to respond to such a request before the validity of their bid expires, or who decline such a request shall not be considered further in the bid evaluation process. All bidders who indicated the acceptance of the extension of the bid validity period, bids will be considered for evaluation purposes.

3. Registration on Accredited Supplier Database

It is expected of all prospective skills development providers who are not yet registered on the Municipality's Accredited Supplier Database to register without delay on the prescribed form.

It will be expected from Suppliers to update registration details every 12 months from date of registration. Payment will not be effected if supplier information is outdated.

The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

4. Completion of Tender Documents

The official tender form must be completed in BLACK ink and any corrections to the official tender form must also be made in BLACK ink and signed by the bidder.

Any tender documents received with correction fluid (Tippex) corrections shall be disqualified.

The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

Any ambiguity has to be cleared with contact person for the tender before the tender closure.

5. Authorised Signatory

A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

6. Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

7. Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder.

8. Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

9. Contact with Municipality after Tender Closure Date

Bidders shall not contact the Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Municipality, it should do so in writing to the

Municipality. Any effort by the firm to influence the Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

10. Opening, Recording and Publications of Tenders Received

Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. The names of the bidders, and if practical, the total amount of each bid and of any alternative bids where specified/permissible will be read out aloud.

Telexed, faxed or e-mailed tenders will not be accepted.

The tender document should be carefully completed, and no errors will be condoned after tenders have been opened.

The Bidder will be liable to take out **forward cover** to barricade him/her against fluctuation of the exchange rate in the event of importing any component, related to the quotation, from a country dealing in currency other than that of South Africa.

Alternative/Multiple offers

The submission of more than one price offer, whether as separate bids or alternative price proposals for the same product, service or scope of work, is not permitted unless expressly invited in the tender documents

11. Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

12. Subcontracting

The Contractor shall not subcontract the whole of the contract.

Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

Any consent granted or appointment of a subcontractor shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

13. Extension of Contract

The contract with the successful bidder may be extended should additional funds become available.

14. Past Practices

The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councilor with this or any past tender.

The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favours, hospitality or any other benefit in any improper way, with this or any past tender.

15. Persons in the service of the state

Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

16. Specific Goals in terms of section 2(1)(d)(i) and (ii) of the Preferential Procurement Policy Framework Act

16.1 Broad-based black economic empowerment (B-BBEE) status level certificates

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies of the original, *not a photo-copy of another certified copy* thereof together with their bids, to substantiate their B-BBEE rating claims.

Bidders who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points for B-BBEE.

A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.

If an institution is already in possession of a valid and original or certified copy of a bidder's B-BBEE Status Level Verification Certificate that was obtained for the purpose of establishing the database of possible suppliers for price quotations or that was submitted together with another bid, it is not necessary to obtain a new B-BBEE Status Level Verification Certificate each time a bid is submitted from the specific bidder.

Such a certificate may be used to substantiate B-BBEE rating claims provided that the closing date of the bid falls within the expiry date of the certificate that is in the institution's possession.

Each time this provision is applied, cross-reference must be made to the B-BBEE Status Level Verification Certificate already in possession for audit purposes.

AOs / AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:

Bidders other than EMEs

- Verification agencies accredited by SANAS; or
- Registered auditors approved by IRBA (until the expiration of the period prescribed by the DTI

Bidders who qualify as EMEs

- Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

Verification agencies accredited by SANAS.

These certificates are identifiable by a SANAS logo and a unique BVA number.

Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on **http://www.sanas.co.za/directory/bbee_default.php**.

The relevant BVA may be contacted to confirm whether such a certificate was issued.

As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:

- The name and physical location of the measured entity;
- The registration number and, where applicable, the VAT number of the measured entity;
- The date of issue and date of expiry;
- The certificate number for identification and reference;
- The scorecard that was used (for example QSE, Specialized or Generic);
- The name and / or logo of the Verification Agency;
- The SANAS logo;
- The certificate must be signed by the authorized person from the Verification Agency; and
- The B-BBEE Status Level of Contribution obtained by the measured entity.

Registered auditors approved by IRBA

The format and content of B-BBEE Status Level Verification Certificates issued by registered auditors approved by IRBA must –

- Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo.
- Clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE;
- Reflect relevant information regarding the identity and location of the measured entity;
- Identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores;
- Record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution; and
- Reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date.

Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing B-BBEE approved registered auditor to the list of all approved registered auditors. The list is accessible on **http://www.thedti.gov.za** and / **http://www.irba.co.za**.

The relevant approved registered auditor may be contacted to confirm whether such a certificate was issued.

Accounting officers as contemplated in section 60(4) of the CCA.

These certificates will be issued on the accounting officer's letterhead with the accounting officer's practice number and contact number clearly specified on the face of the certificates.

The content of B-BBEE Status Level Verification Certificates issued by accounting officers as contemplated in the CCA is detailed in paragraph 4.8.5 below.

VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

In terms of the Generic Codes of Good Practice, an enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an EME.

In instances where Sector Charters are developed to address the transformation challenges of specific sectors or industries, the threshold for qualification as an EME may be different from the generic threshold of R10 million. The relevant Sector Charter thresholds will therefore be used as a basis for a potential bidder to qualify as an EME.

- For example, the approved thresholds for EMEs for the Tourism and Construction Sector Charters are R2.5 million and R1.5 million respectively.
- An EME automatically qualifies as a Level 4 contributor with B-BBEE recognition level of 100% in terms of the Codes of Good Practice.
- An EME with at least 51% black ownership qualifies as Level 2 Contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- An EME with 100% black ownership qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as Level 1 contributor with B-BBEE level of 135% in terms of Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim points
- An EME that is regarded as a Specialized Enterprise, is required to submit a sworn affidavit confirming their annual turnover/ allocated budget/ gross receipt of R10 million or less and level of percentage of black beneficiaries to claim points
- An EME may be measured in terms of the QSE scorecard should they wish to maximize their points and move to a higher B-BBEE recognition level. It is in this context that an EME may submit a B-BBEE verification certificate.

ELIGIBILITY AS QUALIFYING SMALL ENTERPRISES (QSE)

The Codes define a QSE as any enterprise with annual total revenue of between R10 million and R50 million.

- A QSE with at least 51% black ownership qualifies as a Level 2 contributor.
- A QSE with 100% black ownership qualifies as a Level 1 Contributor.
- A QSE that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- A QSE is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to claim points.
- A QSE that is regarded as a specialized enterprise is required to submit a sworn affidavit confirming their annual turnover/ budget/ gross receipt of R50 million or less and level of percentage of black beneficiaries or a B-BBEE level verification certificate to claim points

16.2 Locality

The programmes of the RDP (published in Government Gazette No. 16085 dated 23 November 1994) relevant to this Municipality in the context of preferential procurement specific goals are the promotion of enterprises located in a specific district for work to be done or services to be rendered in that District and the promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.

Bidders are required to submit the following in order to attain preference points for the promotion of this specific goal:

- **Municipal account in the name of the tenderer not older than 90 days.**
- **Lease agreement where the tenderer is the lessee of an official operating business premise; or**
- **An official letter from the bank confirming the registered business address of the tenderer.**

IN ORDER TO BE AWARDED PREFERENCE POINTS, ANNEXURE I QUESTIONNAIRE AND ANNEXURE L PREFERENCE POINTS CLAIM FORM (MBD 6.1), MUST BE COMPLETED - FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

17. Application

These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

Where applicable, special conditions of contract may be laid down and included to cover specific supplies, services or works.

Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

18. Standards

The goods supplied or the services rendered shall conform to the standards mentioned in the bidding documents and specifications.

19. Information and Inspection

The service provider shall not, without the District Municipality's prior written consent, disclose the agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the District Municipality in connection therewith, to any person other than a person employed by the service provider in the performance of the agreement. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

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

20. Governing Language

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

21. Payments

Payments shall be made by the District Municipality within **thirty (30**) calendar days of receiving the relevant **invoice / statement provided** by the supplier.

Payment will be made in Rand unless otherwise stipulated.

22. Prices and Evaluation of bids

Prices charged by the service provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the service provider in this Tender.

The Bidder will be liable to take out forward cover to barricade him/her against fluctuation of the exchange rate in the event of importing any component, related to the tender, from a country dealing in currency other than that of South Africa.

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING:

- Compliance to specifications
- Value for money
- Capability to execute the contract
- PPPFA & associated regulations

23. Termination for default

The District Municipality, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, may terminate this agreement in whole or in part:

If the service provider fails to deliver any or all of the goods within the period(s) specified in the agreement.

If the service provider fails to perform any obligation(s) under the contract; or

If the service provider in the judgment of the District Municipality, has engaged in corrupt or fraudulent practices in competing for or in executing the contract

In the event the District Municipality terminates the contract in whole or in part, the District Municipality may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the service provider shall be liable to the District Municipality for any excess costs for such similar goods, works or services. However, the service provider shall continue performance of the contract to the extent not terminated.

Where the District Municipality terminates the contract in whole or in part, the District Municipality may decide to impose a restriction penalty on the service provider by prohibiting such service provider from doing business with the public sector for a period not exceeding ten (10) years.

If a District Municipality intends imposing a restriction on a service provider or any person associated with the service provider, the service provider will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be

imposed. Should the service provider fail to respond within the stipulated fourteen (14) days the District Municipality may regard the service provider as having no objection and proceed with the restriction.

Any restriction imposed on any person by the District Municipality will, at the discretion of the District Municipality, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the District Municipality actively associated.

If a restriction is imposed, the District Municipality must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- The name and address of the supplier and / or person restricted by the District Municipality;
- The date of commencement of the restriction;
- The period of restriction; and
- The reasons for the restriction.

These details will be loaded in the National Treasury's central database of service provider or persons prohibited from doing business with the public sector.

If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004), the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five (5) years and not more than ten (10) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Termination for Insolvency

The District Municipality may at any time terminate the contract by giving written notice to the service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the District Municipality.

25. Settlement of Disputes

If any dispute or difference of any kind whatsoever arises between the District Municipality and the service provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the District Municipality or the service provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

Notwithstanding any reference to mediation and/or court proceedings herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

The District Municipality shall pay the service provider any monies due for goods delivered and/or services rendered according to the prescripts of the contract.

26. Applicable Law

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

27. Notices

Every written acceptance of a bid and any other notices shall be posted to the service provider concerned by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice;

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

28. Taxes and duties

A service provider shall be entirely responsible for all taxes, duties, license fees, etc., of the contracted goods to the District Municipality.

No contract shall be concluded with any tenderer whose tax matters are not in order.

No contract shall be concluded with any tenderer whose municipal rates and taxes and municipal services charges are in arrears.

29. Value-added tax (VAT) on invoices

Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, 1991 (Act No 89 of 1991). The content of the invoice must contain information as prescribed by the Act.

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

The amended Value Added Tax Act, 1991 (Act No 89 of 1991) requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

Where the value of an intended contract will exceed R 2 300 000.00 (R2.3 Million) it is the bidder's responsibility to be registered with the South African Revenue Services (SARS) for VAT purposes in order to be able to issue tax invoices. CWDM will deem the price above R 2.300 000.00 (R2.3 Million) to be VAT inclusive even if it is indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.

The VAT registration number of the District Municipality is 4700193495.

30. Tax Clearance Certificate

A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters are in order with SARS.

In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.

If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

31. Municipal Rates, Taxes and Charges

A certified copy of the bidder's and those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a certified copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

32. Letter of Good Standing from the Commissioner of Compensation

If applicable and required under the special conditions of contract, a Letter of Good Standing that is **valid on closing date** of the bid from the Department of Employment and Labour or any institution that is licensed to carry out the business of insurance of its members against liabilities in accordance with the provisions of the COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (Act No. 130 of 1993) or a copy thereof must accompany the bid documents. The Letter of Good Standing (valid at closing date) can alternatively be submitted on a date as mutually agreed upon between the bidder and the Cape Winelands District Municipality. Failure to provide proof of a valid Letter of Good Standing within a mutually agreed upon timeframe from the Department of Employment and Labour or any institution that is licensed to carry out the business of insurance of its members against liabilities, will result in a bidder not being considered for further evaluation purposes. A Letter of good standing for "tender purposes" (valid at closing date) from the Department of Labour will also be accepted.

33. Protection Of Personal Information

In submitting any information or documentation requested in this tender document, or any other information that may be requested pursuant to this tender, bidders are consenting to the processing by the Cape Winelands District Municipality or its stakeholders of the bidders personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, 2013 (Act No 4 of 2013) and Regulations promulgated thereunder ("POPI Act"). Further, bidders declare that they have obtained all consents required by the POPI Act or any other law applicable. Thus, bidders hereby indemnify the Cape Winelands District Municipality against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that you submit.

C. NATIONAL TREASURY - GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

(a) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(b) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.
(c) The General Conditions of Contract will form part of all bid documents and may not be amended.
(d) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC will prevail

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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

1.2 **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 **"Day"** means calendar day.

1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.

1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.

1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 **"GCC"** means the General Conditions of Contract.

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

1.16 **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 **"Local content"** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

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

1.20 **"Project site"**, where applicable, means the place indicated in bidding documents.

1.21 **"Purchaser"** means the organization purchasing the goods.

1.22 **"Republic"** means the Republic of South Africa.

1.23 **"SCC"** means the Special Conditions of Contract.

1.24 **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

1.26 **"Tort"** means in breach of contract

1.27 **"Turnkey"** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

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

2. APPLICATION

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. STANDARDS

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC Clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC Clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. PATENT RIGHTS

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. PERFORMANCE SECURITY

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. INSPECTIONS, TESTS AND ANALYSES

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. PACKING

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY AND DOCUMENTS

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. INSURANCE

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

(a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. SPARE PARTS

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
(b) in the event of termination of production of the spare parts:
    (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

16.5 Where the value of an intended contract will exceed R1 000 000,00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

17. PRICES

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

8. VARIATION ORDERS

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. For construction related goods, services and/or infrastructure project, contracts may be expanded or varied by not more than 20%. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. ASSIGNMENT

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

20. SUBCONTRACTS

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) If the supplier fails to perform any other obligation(s) under the contract; or
(c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding ten (10) years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) The name and address of the supplier and / or person restricted by the purchaser;
(ii) The date of commencement of the restriction;
(iii) The period of restriction; and
(iv) The reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004), the court may

also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five (5) years and not more than ten (10) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. FORCE MAJEURE

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. TERMINATION FOR INSOLVENCY

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. SETTLEMENT OF DISPUTES

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

27.4 Notwithstanding any reference to mediation and/or court proceedings herein –

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. LIMITATION OF LIABILITY

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6 –

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

31. NOTICES

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

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

32. TAXES AND DUTIES

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. TRANSFER OF CONTRACTS

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

34. AMENDMENT OF CONTRACTS

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. PROHIBITION OF RESTRICTIVE PRACTICES

35.1 In terms of section 4(1)(b)(iii) of the Competition Act, 1998 (Act No 89 of 1998), as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act, 1998 (Act No 89 of 1998).

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s)concerned.

D. APPLICATION OF PREFERENCE POINT SYSTEM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Regulation No. 2721 of 20 4 November 2022 provide for a preference points system. The applicable **80/20** preferential points system as set out in Preferential Procurement Regulations 2022 will be used to evaluate individual tenders

80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]

The points are awarded as follows:

- 80 points is awarded for the **lowest price** if it complies with the Tender / Formal Written Price Quotation conditions.
- Additional points are awarded for the following specific goals:
  - **B-BBEE status level of contributor** and **"Locality"**
- 50% of the 20/10 points will be allocated to promote the goal of B-BBEE status level of contributor and points will be allocated in terms of the B-BBEE scorecard as follows:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	50% of 20	50% of 10
2	50% of 18	50% of 9
3	50% of 16	50% of 8
4	50% of 12	50% of 5
5	50% of 8	50% of 4
6	50% of 6	50% of 3
7	50% of 4	50% of 2
8	50% of 2	50% of 1
Non-compliant contributor	0	0

- 50% of the 20/10 points will be allocated to promote the specific goal of locality. Points will be allocated as follows:

No.	Requirement	Number of Points
1	Procurement under the 80/20 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area	**5**
2	Procurement under the 90/10 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area	**2.5**
3	Procurement under the 80/20 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Western Cape Province	**5**
4	Procurement under the 90/10 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Western Cape Province.	**2.5**

E. INVITATION TO BID - MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Tender number:	T 2027/039	Closing date:	15/01/2027	Closing time:	11h00
Description	FACILITATION AND DELIVERY OF VARIOUS LEARNING PROGRAMMES FOR THE CAPE WINELANDS DISTRICT MUNICIPALITY (CWDM) EMPLOYEES FOR THE PERIOD ENDING JUNE 2029				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH					

SUPPLIER INFORMATION					
Name of bidder					
Postal address					
Street address					
Contact person					
Telephone number	Code		Number		
Cell phone number					
E-mail address					
VAT registration number					
COIDA CF registration number					
COIDA certificate number					
Tax compliance status	TCS PIN:		**OR**	CSD No:	MAAA

SPECIFIC GOALS IN TERMS OF THIS TENDER:

- 50% of the 20/10 points will be allocated to promote the goal of B-BBEE status level of contributor and points will be allocated in terms of the B-BBEE scorecard
- 50% of the 20/10 points will be allocated to promote the specific goal of locality and points will be allocated in terms of where the enterprise' head office or primary place of business or regional or satellite office is located

B-BBEE status level verification certificate [tick applicable box]	☐ Yes ☐ No	Proof of Locality [tick applicable box]	☐ Yes ☐ No
B-BBEE status level sworn affidavit [tick applicable box]	☐ Yes ☐ No		

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) AND PROOF OF LOCALITY MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS]

Are you the accredited representative in South Africa for the goods / services / works offered?	☐ Yes ☐ No [If yes enclose proof]	**Are you a foreign based supplier for** the goods / services / works offered?	☐ Yes ☐ No [If yes, answer part b:3
Total number of items offered		Total bid price	R
Signature of bidder		Date	
Capacity under which this bid is signed			

TECHNICAL INFORMATION MAY BE DIRECTED TO:	
Contact person	Rushdi Hollenbach
Telephone number	023 348 2360
E-mail address	Rushdi@capewinelands.gov.za
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED	
Contact person	Elmine Niemand
Telephone number	021 888 5175
E-mail address	elmine@capewinelands.gov.za

TERMS AND CONDITIONS FOR BIDDING – PART B

1. BID SUBMISSION:

1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.

1.2. All bids must be submitted on the official forms provided–(not to be re-typed) or online

1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

2. TAX COMPLIANCE REQUIREMENTS

2.1 Bidders must ensure compliance with their tax obligations.

2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.

2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.

2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.

2.5 Bidders may also submit a printed TCS certificate together with the bid.

2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.

2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. Is the entity a resident of the republic of South Africa (RSA)? ☐ Yes ☐ No

3.2. Does the entity have a branch in the RSA? ☐ Yes ☐ No

3.3. Does the entity have a permanent establishment in the RSA? ☐ Yes ☐ No

3.4. Does the entity have any source of income in the RSA? ☐ Yes ☐ No

3.5. Is the entity liable in the RSA for any form of taxation? ☐ Yes ☐ No

If the answer is "no" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

NB: failure to provide any of the above particulars may render the bid invalid.
No bids will be considered from persons in the service of the state.

Signature(s): ……

Name(s): .....

Capacity for the Tenderer: ……

Date: .....

F. SPECIAL CONDITIONS OF CONTRACT AND TERMS OF REFERENCE

1. INTRODUCTION AND BACKGROUND

1.1 The Cape Winelands District Municipality intends to appoint experienced, qualified, and accredited Skills Development Providers, for the facilitation and delivery of various compliance learning programmes for the period ending 30 June 2030.

2. PURPOSE OF THE TENDER

2.1 The main purpose of organisational capacitation is to ensure that all developmental initiatives implemented within the Municipality, are directly linked to achieving the CWDM Integrated Development Plan objectives, as well as, to comply with the Municipal Staff Regulations (MSR) in terms of Chapters 4 and 5 (copy of regulations is available upon request). The objectives of Skills Development include but are not limited to:

a) Support the achievement of the municipality's goals set out in the Integrated Development Plan and Work Place Skills Plan by providing critical skills that ensure the delivery of quality services;

b) Promote the development and retention of competent municipal staff, including the development of technical, professional and specialist staff who have the required qualifications and skills;

c) Support the employment equity objectives of a municipality;

d) Be based on high-quality provision and effective workplace learning and development practices, including coaching, mentoring, on-the-job learning and opportunities for the practical application of skills in the workplace;

e) Seek to continuously improve its results and the returns on learning investments by defining measures of success, conducting regular evaluations and improving the impact of learning, training and development.

3. DEFINITIONS

A ***learning programme*** is defined as a structure and purposeful set of learning experience that lead to a qualification, part qualification or skills programme. A learning programme includes a learnership, an apprenticeship, a skills programme and any other prescribed learning programme which includes a structured workplace experience component.

E-Learning: The use of electronic technologies and digital platforms to deliver education, training, and skills development programmes remotely or online.

Blended Learning: A structured learning approach that combines instructor-led classroom training with online learning activities, assessments, self-study and/or virtual learning sessions.

QCTO: Quality Council for Trades and Occupations
FISA : Final Integrated Supervised Assessments
SAQA: South African Qualifications Authority
NLRD: National Learners Records Database
CHE: Council on Higher Education
HPCSA: Health Professions Council of South Africa
SETA: Sector Education and Training Authority

4. SCOPE OF WORK

The requirements contained in this section shall apply to all learning programmes unless otherwise stated under a specific programme.

4.1 Learning Programme Implementation

The Skills Development Provider(s) shall be responsible for the implementation, facilitation, coordination, monitoring and evaluation of the respective organisational learning programmes for CWDM employees and must:

(a) Conduct pre-assessments to determine the entry levels of learners and/or determine the relevant skills gaps of learners pertaining to the specific learning programme.
(b) Customise learning material and workshops aligned to the results of the pre-assessments.
(c) Include Facilitation, Assessment, Moderation and Re-assessment.
(d) Facilitation methods must be a combination of theoretical learning (lectures, case studies, group discussions and individual consultations) and practical assessments (simulations, role-plays and syndicate exercises) and, where relevant, workplace learning and assessments.
(e) Provide entry to intermediate or advanced learning levels that are occupationally directed.
(f) Be open to customisation in line with the Municipal Staff Regulations requirements.
(g) Accommodate learners on different learning levels. Facilitation and assessment methods should take into account adult learning principles and semi-literacy levels where applicable.
(h) Provide skilled and experienced facilitator(s) who shall be dedicated to providing facilitation services in accordance with nationally acceptable norms and standards.
(i) Assist the Municipality in the coordination and monitoring of the relevant learning programmes by means of monthly reports per learner.
(j) Submit comprehensive monthly reports on learner progress, attendance and recommendations.

4.2 Assessment, Moderation and Certification

The Skills Development Provider(s) shall:
(a) Conduct formative and summative assessments in accordance with the relevant qualification, skills programme or unit standard requirements.
(b) Conduct integrated assessments in accordance with applicable Quality Assurance Body requirements.
(c) Manage and conduct FISA according to QCTO requirements and compliance standards for certification.
(d) Assess and moderate FISA assessments where applicable.
(e) Submit learner results to the relevant Quality Assurance Body for certification.
(f) Ensure the issuing of relevant Statements of Results, Certificates of Competence, Completion Certificates and/or Attendance Certificates within the required legislative timeframes.
(g) Provide a minimum of three opportunities for learners deemed Not Yet Competent (NYC) during the Internal Assessment process.
(h) Assist with Portfolio of Evidence (PoE) compilation where applicable.
(i) Upload learner achievements onto the NLRD aligned to SAQA policies and specifications, where applicable.

4.3 Accreditation and Legislative Compliance

The Skills Development Provider(s) shall:

(a) Be accredited, approved, recognised or registered by the relevant Quality Assurance Body, Quality Council, Professional Body, SETA, QCTO, CHE, HPCSA or any other regulatory authority applicable to the learning programme.
(b) Ensure that qualifications, skills programmes, occupational certificates, part qualifications and unit standards are recognised by the relevant Quality Assurance Body and/or SAQA, where applicable.
(c) Ensure compliance with all legislative and regulatory requirements applicable to the learning programme.
(d) Ensure that all facilitators, assessors and moderators are appropriately accredited, registered and suitably 3 years experienced in the relevant field of learning.

4.4 Administration, Monitoring and Reporting

The Skills Development Provider(s) shall:

(a) Coordinate and administer all training interventions.
(b) Maintain attendance registers and learner records.
(c) Submit monthly progress reports per learner.
(d) Submit attendance registers, assessment reports and final training reports upon completion of the learning intervention.
(e) Participate in inception, progress and close-out meetings with the Municipality.
(f) Assist the Municipality with learner monitoring and reporting requirements.

4.5 Course Material and Training Equipment

The Skills Development Provider(s) shall:

(a) Provide all learning material and stationery required for learners and facilitators, including learner guides, manuals, assessments, pens and writing material.
(b) Provide facilitator guides and assessment instruments.
(c) Provide training equipment required for facilitation, including laptops, projectors and related equipment.
(d) Provide any additional documentation needed during facilitation, assessment or moderation.
(e) Provide electronic learning material where applicable.
(f) All training and associated activities must be included in the **cost per learner.**
(g) 1 x Additional cost per learner for reassessment must be included in the price.
(h) All other expenses e.g., travelling, subsistence, stationery etc., must be included in the **price per learner.**

4.6 Delivery Methodologies

Training may be delivered through one or more of the following methods, as specified for the relevant learning programme:

(a) Instructor-Led Classroom Training.
(b) Blended Learning Programmes.
(c) E-Learning Programmes.
(d) Occupational Skills Programmes.

Specific delivery requirements, venue preferences, duration, programme content, accreditation requirements and learner outcomes applicable to each learning programme are detailed under the relevant programme-specific sections below.

5. PROGRAMME-SPECIFIC REQUIREMENTS

5.1 EMERGENCY RESPONSE SKILLS PROGRAMMES

The occupational skills programmes must be QCTO accredited and recognised by the South African Qualification Authority (SAQA):

TITLE	NQF Level	Credits	Curriculum Code & Skills Programme ID
Basic Emergency First Aid Responder	2	2	900232-000-00-00 SP230801
Intermediate Emergency First Aid Responder	3	5	900233-000-00-00 SP 230802
Advanced Emergency First Aid Responder	4	6	900234-000-00-00 SP230803
Emergency Response and Evacuation Co-ordinator	5	4	900404-000-00-00 SP-250707

5.1.1 Specific Delivery Requirements

(a) The Skills Programme is an **Instructor-led Classroom training** must be within the area of jurisdiction of the Cape Winelands District Municipality- (Venue Preference Cape Winelands District Area -Worcester, Paarl or and Stellenbosch).
(b) Continuous assessments must be conducted in the form of exercises, tasks, assignment/report/presentations that meet the outcomes of all modules/topics as indicated in the Skills Programme curriculum.
(c) Integrated Assessments process: Conduct Internal Formative and Summative assessments align with the QCTO standard statements.
(d) Conduct FISA as set by the QCTO assessment standards, and submit learners results for approval for competency certificates are a requirement.

5.1.2 The following information and supporting documentation must be submitted with the tender document or within a period mutually agreed upon between the Cape Winelands District Municipality and the bidder. Failure to provide the required information and/or documentation within the stipulated timeframe, upon request, may result in the bidder being deemed non-responsive and excluded from further evaluation.

(a) Proof of entity's accreditation at a relevant Quality Assurance Body- Quality Council for Trade and Occupation (QCTO) or Council of Highter Education (CHE).
(b) Proof of skills programme registered/recognised by SAQA and recorded by the QCTO or relevant SETA Education and Training Quality Assurance for Certification.
(c) Proof of letter for extension of legacy regulatory qualifications and or Unit Standards of skills programmes.
(d) Proof that Facilitators/Assessor/s and Moderator/s are appropriately accredited and registered at a relevant Assessment Quality Partner. At least three years of practical work experience in the relevant field.

5.2 OCCUPATIONAL HEALTH AND SAFETY (OHS) REPRESENTATIVE

SHE Representative (legacy qualification)

Health & Safety Representative Training based on (U/S 259619) - please provide proof of extension for enrolment/registration of learners and recognised by SAQA.

Unit Standard Title	NQF level	Credits	Unit Standard title
Conduct workplace Occupational Health and Safety (OHS) inspections	2	3	259619

5.2.1 The following is required from the Skills Development Provider to facilitate and delivery the training:

(a) The Skills Programme is an Instructor-led Classroom training must be within the area of jurisdiction of the Cape Winelands District Municipality- (**Venue Preference** Cape Winelands District Area -Worcester, Paarl or and Stellenbosch).
(b) Continuous assessments must be conducted in the form of exercises, tasks, assignment/report/presentations that meet the outcomes of all modules/topics as indicted in the Skills Programme curriculum.

(c) Integrated Assessments process: Conduct Internal Formative and Summative assessments align with the QCTO standard statements.

5.2.2 The following information and supporting documentation must be submitted with the tender document or within a period mutually agreed upon between the Cape Winelands District Municipality and the bidder. Failure to provide the required information and/or documentation within the stipulated timeframe, upon request, may result in the bidder being deemed non-responsive and excluded from further evaluation.

(a) Proof of entity's accreditation at a relevant Quality Assurance Body- Quality Council for Trade and Occupation (QCTO) or Council of Highter Education (CHE) or SETA.
(b) Proof of skills programme registered/recognised by SAQA and recorded by the QCTO or relevant SETA Education and Training Quality Assurance for Certification Proof of letter for extension of legacy regulatory qualifications and or Unit Standards of skills programmes.
(c) Proof that Facilitators/Assessor/s and Moderator/s are appropriately accredited and registered at a relevant Assessment Quality Partner. At least three years of practical work experience in the relevant field.

5.3 PEACE OFFICER AND TRAFFIC WARDEN LEARNING PROGRAMME

This accredited and unit standard-aligned learning programme is intended for **Environmental Health Practitioners (non-uniform employees)** and **Fire Services personnel** responsible for enforcing municipal by-laws, addressing health nuisances, and supporting law enforcement functions within the District Municipality. The programme equips learners with knowledge and skills relating to criminal prosecution processes, legal compliance, and administrative law enforcement procedures. Training must be delivered in accordance with **Section 334 of the Criminal Procedure Act, 1977 (Act 51 of 1977)** and must cover the prescribed unit standards.

Unit Standard Title	NQF Level	Credits	Unit Standard (US)
Peace Officer and Traffic Warden Training	4	8	377224
Adhere to professional conduct and organisational ethics	5	4	120476

5.3.1 The following is required from the Skills Development Provider to facilitate and delivery the training:

(a) Be suitable for only Environmental Health Practitioners (non-uniform employees) and Fire Services Employees (uniform employees) appointed by a municipality.
(b) Be facilitated by suitably qualified and experienced subject matter experts.
(c) Be approved by the South African Police Services (SAPS).
(d) Be recognised for Continuing Professional Development (CPD) and/or Continuing Education Units (CEUs), where applicable.
(e) Conduct Peace Officer training respectively for non-uniform employees (duration of 22 days) and uniform employees (duration of 30 days).
(f) Included theoretical and practical case studies, example and exercises relevant to municipalities, in accordance with the requirements of the Act.
(g) Formative and summative assessments as well as **competency certificates** are a requirement.
(h) Instructor-led Classroom training must be within the area of jurisdiction of the Cape Winelands District Municipality- (**Venue Preference** Cape Winelands District Area - Worcester, and or Paarl).

5.3.2 The following information and supporting documentation must be submitted with the tender document or within a period mutually agreed upon between the Cape Winelands District Municipality and the bidder. Failure to provide the required information and/or documentation within the stipulated timeframe, upon request, may result in the bidder being deemed non-responsive and excluded from further evaluation.

(a) Proof of entity's accreditation at a Quality Assurance Body (CHE or QCTO) to facilitate the qualification, or
(b) Proof that the Peace Officer skills programme is accredited or hold a valid legacy qualification by the relevant Assessment Quality Partner (SASSETA or SETA's) as well as recognised by SAQA.
(c) Proof that the skills programme or course content is registerered and recognised by the relevant SETA Education and Training Quality Assurance or QCTO to issue valid certificates.
(d) Proof that Learning/Skills Programme is extended beyond the final registration date for enrolment by SAQA.
(e) Proof of documentation that the learning programme is SAPS approved.
(f) Proof that Facilitators/Assessor/s and Moderator/s are appropriately accredited and registered at a relevant Assessment Quality Partner. At least three years of practical work experience in the relevant field.

5.4 MUNICIPAL FINANCIAL MANAGEMENT PROGRAMME (CMFM, QUALIFICATION ID NO. 48965)

The learning programme must be conducted in accordance with the Municipal Finance Management Act, 2003 (Act No. 56 of 2003) Regulations on Minimum Competency Levels and National Treasury`s legislative requirements and conditions.

Provide proof of extension for enrolment/registration of learners and recognised by SAQA.

Modules	Unit Standards
Apply risk management in South African municipalities	116339
Apply costing principles to municipal operational and service-based costing	116340
Conduct performance management to a South African municipal environment	116341
Apply approaches to managing municipal income and expenditure within a multi-year framework	116342
Apply the principles of ethics in a municipal environment	116343
Apply the Inter-governmental Fiscal Relations Act to municipal financial management	116344
Apply the principles of budgeting within a municipality	116345
Apply techniques and South African statutes to cash and investment management in a municipal environment	116346
Contribute to capital planning and financing	116347
Conduct stakeholder consultation around municipal finance programmes	116348
Conduct auditing planning and implementation in a South African municipality	116351
Participate in the design and implementation of municipal supply chain management	116353
Contribute to the strategic planning process in a South African municipality	116358
Interpret South African legislation and policy affecting municipal financial management	116361
Manage a municipality's assets and liabilities	116362
Prepare and analyse municipal financial reports	116363
Plan a municipal budgeting and reporting cycle	116364
Conduct working capital management activities in accordance with sound financial management policy	119331
Discuss the selected legislative regulatory framework governing the public sector management and administration environment	119334
Apply cost management information systems in the preparation of management	119341 reports
Apply operations research principles and tools in the management of project activities and resources	119343
Apply selected GRAP (Generally Recognised Accounting Practices) to periodic accounting reporting process	119348
Apply accounting principles and procedures in the preparation of reports and decision making	119350
Apply principles of computerised systems to manage data and reports relevant to the public sector administration	119351
Apply principles of information systems to public finance and administration	119352

Design internal control and internal control evaluation framework	116357
Manage information technology resources in a municipal finance environment	116360
Plan and implement public-private partnerships for municipal service delivery	119353

5.4.1 The following is required from the Skills Development Provider to facilitate and delivery the training:

(a) The learning programme will be conducted via Blended Mode a combination of Online (e-learning) and Face-to- Face Instructor-Led Classroom Training- days and times will be agreed upon with the preferred Provider;
(b) The mode of learning will be determined by the requirements of the learner/s of each module;
(c) Instructor-led Classroom training must be within the area of jurisdiction of the Cape Winelands District Municipality- (**Venue Preference** Cape Winelands District Area - Worcester, Paarl,Stellenbosch,Ceres and Robertson);
(d) The learning programme may be fixed, or otherwise amended as mutually agreed upon between the CWDM and the Skills Development Provider (programme must have a fixed start and finish date);
(e) Issue participants with a relevant Quality Assurance Body endorsed **Certificate of Competence**, within the regulated timeframes;
(f) Formative and integrated summative assessments as well as Statements of Results/ **Competency Certificates as** stipulated in (e), are a requirement.

5.4.2 The following information and supporting documentation must be submitted with the tender document or within a period mutually agreed upon between the Cape Winelands District Municipality and the bidder. Failure to provide the required information and/or documentation within the stipulated timeframe, upon request, may result in the bidder being deemed non-responsive and excluded from further evaluation.

(a) Proof of entity's accreditation at a relevant Quality Assurance Body (SETA or CHE or QCTO).
(b) Course Certification must be done in line with the relevant Assessment Quality Partner and approved by CHE or QCTO (Course Accreditation).
(c) Proof that the skills programme or course content is registerered and recognised by the relevant SETA Education and Training Quality Assurance or QCTO to issue valid certificates.
(d) Proof that Learning/Skills Programme is extended beyond the final registration date for enrolment by SAQA.
(e) Proof that Facilitators/Assessor/s and Moderator/s are appropriately accredited and registered at a relevant Assessment Quality Partner. At least three years of practical work experience in the relevant field.

5.5 E-LEARNING PROGRAMMES

5.5.1 CONTINUING PROFESSIONAL DEVELOPMENT (CPD) ONLINE COURSES (ENVIRONMENTAL HEALTH PRACTITIONERS)

The E-learning programme is aimed at Health Care Practitioners, including Environmental Health Practitioners and Emergency Personnel that have a legal responsibility to register as independent practitioners with the Health Professions Council of South Africa (HPCSA). Therefore, it is a requirement that all Environmental Health Practitioners and Emergency Personnel are register as independent practitioners with the Health Professions Council of South Africa (HPCSA) to be in compliant with the require CPD per annum. To be compliant with the requirements for CPD it is expected of Municipal Officials to accrue Continuing Education Units (CEUs`) the Skills Development Provider must adhere to the following:

(a) Accumulate a minimum of 35 CPD points per annum over a range of relevant accredited E-learning courses certified by the Professional Board for Environmental Health and Emergency Care under the Health Professions Council of South Africa;
(b) At least 5 units should be on topics of ethics, human rights or medical law and emergency care from accredited Skills Development Provider offering CPD accredited courses;
(c) Training must be done in accordance with the Health Professions Council of South Africa requirements.

5.5.2 The following is required from the Skills Development Provider to facilitate and delivery the training:

(a) E-learning must be an online platform for users to complete CPD courses, in order to obtain Credit Values;
(b) Issue participants with a relevant Certificate of Competence and or Completion - (with Credit Values) – as per Professional Body requirements .

5.5.3 The following information and supporting documentation must be submitted with the tender document or within a period mutually agreed upon between the Cape Winelands District Municipality and the bidder. Failure to provide the required information and/or documentation within the stipulated timeframe, upon request, may result in the bidder being deemed non-responsive and excluded from further evaluation.

(a) Proof of accreditation of E-learning courses as accredited by the Professional Board for Environmental Health and Emergency Care under the Health Professions Council of South Africa;
(b) Proof of entity’s accreditation (letter confirmation) at a recognised Professional Body- where applicable;
(c) Skills Development Provider should submit a list of all E-learning CPD courses that are provided for Environmental Health Practitioners and Emergency Care Specialists and must indicate the credits that these courses are accredited for.

5.6 GAMIFIED TRAINING PROGRAMME – INTERACTIVE E-LEARNING PLATFORM (INTERNAL AUDIT EMPLOYEES)

The aim of the learning programme is to provide professionals, Internal Audit staff members with an interactive and engaging method of continuous professional development through the online platform, on-demand learning games. The programme must cover various areas relevant to Internal Audit, including effective audit report writing, root-cause analysis, IT audit, ESG assurance, fraud audit techniques, audit negotiation and communication, audit team management, change management and personal productivity.

This E- learning programme must equip Audit Employees with the expected outcomes to:

(a) Enhance employees' professional knowledge, technical competencies and practical skills through interactive CPD-based learning.
(b) Be able to apply the knowledge gained to improve the quality and effectiveness of their audit work and professional responsibilities.
(c) Must enhance the knowledge and practical skills in areas relevant to internal auditing, including audit methodology, communication, leadership, risk assessment, ESG assurance, IT security, fraud auditing, conflict resolution and personal productivity.

5.6.1 The following is required from the Skills Development Provider to facilitate, deliver and provide as part of the programme:

(a) 100% online and on-demand access.

(b) Access to 70 unique interactive business games.

(c) The programme provides 350+ CPD points, including 5 Ethics CPD points.

(d) Appropriate evidence/certification confirming the CPD points earned by participants.

5.6.2 The following information and supporting documentation must be submitted with the tender document or within a period mutually agreed upon between the Cape Winelands District Municipality and the bidder. Failure to provide the required information and/or documentation within the stipulated timeframe, upon request, may result in the bidder being deemed non-responsive and excluded from further evaluation.

(a) Proof of entity’s accreditation at a Quality Assurance Body (CHE or SETA or CETA or QCTO) to facilitate the qualification.
(b) Proof of entity’s accreditation (letter confirmation) at a recognised Professional Council/Body of South Africa.

5.7 WORKPLACE PLAN (COMPETENCY SKILLS)

The different learning areas must cover the essential information required, to provide Officials with a basic understanding of these principles and their application within the workplace and must be aligned with the Municipal Staff Regulations 890 and Guidelines 891.

The following skills areas must be covered:

No.	Workplace Skills	Unit Standard (US)
1.	**Industrial Relations Learning Programme** (Chairing and Initiating of Disciplinary Hearings, Managing Of Poor Performance, Absenteeism and Incapacity Management And Prevention of Fraud and Corruption In the Workplace)	U/S 10985 7 days
2.	Consequence and Accountability Management	Where applicable US aligned but no formal assessments required.

5.7.1 The following is required from the Skills Development Provider to facilitate and delivery the training:

(a) Instructor-led Classroom training must be within the area of jurisdiction of the Cape Winelands District Municipality- (**Venue Preference** Cape Winelands District Area - Worcester, and Stellenbosch).
(b) Issue participants with a relevant **Certificate of Completion or Competency.**

5.7.2 The following information and supporting documentation must be submitted with the tender document or within a period mutually agreed upon between the Cape Winelands District Municipality and the bidder. Failure to provide the required information and/or documentation within the stipulated timeframe, upon request, may result in the bidder being deemed non-responsive and excluded from further evaluation.

(a) Proof of entity's accreditation at a Quality Assurance Body (CHE or QCTO or SETA) to facilitate the qualification.
(b) Sufficient proof of skills programme course is registered and recognised by SAQA and recorded by the QCTO for Certification.
(c) Proof of letter for extension of legacy regulatory qualifications and or Unit Standards of skills programmes.
(d) Proof that Facilitators/Assessor/s and Moderator/s are appropriately accredited and registered at a relevant Assessment Quality Partner. At least three years of practical work experience in the relevant field.

6. EVALUATION CRITERIA AND AWARD

6.1 MANDATORY REQUIREMENTS FOR ALL LEARNING PROGRAMMES

(a) Evaluation and award will be based on the **price per learner** for each learning programme, subject to the bidder meeting the minimum specifications, mandatory requirements and programme-specific requirements applicable to the learning programme for which a bid is submitted.

(b) The requirements contained in **Section 5: General Requirements Applicable to All Learning Programmes** constitute the minimum requirements applicable to all learning programmes. In addition to these requirements, each learning programme contains programme-specific requirements, accreditation requirements, delivery methodologies, learner outcomes, mandatory documentation and evaluation criteria that will be used to evaluate the bidder's suitability for that particular learning programme.

(NB: Please complete Returnable Schedule A and attach all relevant supporting documentation and evidence pertaining to this section.)

(c) Bidders may submit offers for one or more learning programmes. Each learning programme will be evaluated independently
(d) Failure to comply with any mandatory requirement applicable to a specific learning programme may result in the bidder being deemed non-responsive in respect of that learning programme.
(e) The Cape Winelands District Municipality reserves the right to award one, multiple, or all learning programmes to a single Skills Development Provider, or to award individual learning programmes to different Skills Development Providers, as may be deemed necessary and in the best interests of the Municipality.
(f) Actual quantities, learner numbers and training requirements may vary depending on operational requirements, learner demand, accreditation requirements and the availability of budgetary provision.
(g) The Municipality reserves the right to increase, decrease, omit or postpone any learning programme, learner intake, training intervention or associated service requirement during the contract period without creating any obligation to appoint or utilise a skills development providers for a specific volume of work.

6.2 INSTRUCTIONS FOR COMPLETING BIDS

6.2.1 RETURNABLE SCHEDULES:

The following compulsory Returnable schedules are required for tender evaluation purposes and must be duly completed, signed where applicable, and submitted together with the tender document.

(a) RETURNABLE SCHEDULE A1: Emergency Response Skills Programmes
(b) RETURNABLE SCHEDULE A2: Occupational Health And Safety (OHS) Representative Training
(c) RETURNABLE SCHEDULE A3: Peace Officer And Traffic Warden Learning Programme
(d) RETURNABLE SCHEDULE A4: Municipal Financial Management Programme (MFMP)
(e) RETURNABLE SCHEDULE A5: Continuing Professional Development (CPD) Online courses Environmental Health Practitioners)
(f) RETURNABLE SCHEDULE A6: Gamified Training Programme - Internal Audit Employees
(g) RETURNABLE SCHEDULE A7: Workplace Plan (Competency Skills)
(h) RETURNABLE SCHEDULE B: Proof of Their Ability to Render the Services

6.3 REFERENCES

6.3.1 All potential skills development providers must provide proof of their ability to render the services applicable to the deliverables and for this purpose a minimum of two (2) written reference letters with contactable references must be submitted together with the tender or within a reasonable timeframe to be agreed upon between the Cape Winelands District Municipality and the skills development providers(s).

The past performance of skills development providers in executing similar projects will be evaluated using the references supplied by skills development providers, as well as any other information available to the Cape Winelands District Municipality.

6.3.2 The Cape Winelands District Municipality reserves the right to verify experience and to contact references provided, as well as any other third party that could verify the experience and performance of skills development providers.

6.1.3 The Cape Winelands District Municipality reserves the right to reject a Tender from a skills development providers –

(a) who during the last five (5) years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that service provider that performance was unsatisfactory; and/or

(b) if false references are submitted by a skills development providers.

7. LOGISTICAL ARRANGEMENTS

7.1 LEARNERS

Potential Skills Development Providers need to note that classes will have a minimum of 1 learner to maximum of 15 learners depending on:

(a) The facilitator requirements.
(b) The CWDM requirements.
(c) Venue capacity and course demand.

As agreed-upon prior to training between the Skills Development Providers and the CWDM.

7.2 VENUES

Cape Winelands District Municipality will assist in providing venues for training:

(a) Cape Winelands District Municipality will provide an adequate venue;
(b) Practical training will be conducted within the area of jurisdiction of the Cape Winelands District Municipality which includes the following towns (Paarl, Worcester and Stellenbosch).

8. PRICING INSTRUCTIONS

(a) Prices should be quoted per learner (where applicable as per pricing schedule);
(b) Prices should be per learner per unit standard or learning programme (where applicable as per pricing schedule);
(c) Prices should be quoted per learner must include Facilitation, Assessment, Moderation and Re-assessment;
(d) The number of days for the training will be agreed upon between CWDM and the Skills Development Providers.

(e) Prices quoted must be all inclusive (training, course material, travelling and disbursements);
(f) Prices must make provisions for Blended-Mode-Programme (a combination of Instructure-Led and E-Learning programme) (where required as per pricing schedule);
(g) Any products/services to be rendered at no charge, in such an instance the price should be indicated on the pricing schedule as R0.00.
(h) Prices for services must be market-related;
(i) Prices to be completed in the prescribed pricing schedule, must be inclusive of VAT;
(j) If a bidder includes VAT in their pricing and is not registered for VAT, the price that will be used for evaluation purposes, will be the price as submitted.

9. REMUNERATION

(a) No upfront payments will be made;
(b) Payments to the Skills Development Provider/s will be made after completion of each training initiative or as mutually agreed upon between Cape Winelands District Municipality and the Skills Development Provider/s.

10. DELIVERABLES

(c) Inception meeting to discuss expectations, the implementation, facilitation, coordination, monitoring and evaluation of the respective organisational learning programmes for the CWDM, as well as signing of a Service Level Agreement;
(d) Skills Development Providers must provide the municipality with interim and final reports, photos, statement of results and attendance registers upon completion of each training programme;
(e) Upon conclusion of learning programmes, the Skills Development Provider must provide all individuals with a Certificate of Attendance or Completion or a Certificate of Competence;
(f) Upon completion of the E-learning programmes and courses the Skills Development Provider must issue all successful learners with a relevant Certificate and registration of completed credits with the recognised Professonial Body/Council of South Africa. (CPD certificates indicating credits accrued must be issued for each course succesfully completed);
(g) Learner's achievements must be uploaded onto the National Learners Records Database (as applicable in terms of the respective learning areas);
(h) Issue participants with a relevant Quality Assurance Body endorsed Certificate of Competence, within the regulated timeframes;
(i) Formative and integrated summative assessments as well as Statements of Results and Competency Certificates are a requirement.
(j) In addition, where applicable the programme must be interactive and practical in order to equip and empower the learners with the knowledge, attitude and skills to execute the roles and responsibilities more effectively and efficiently;
(k) All the learning programmes to be completed upon mutual agreement between the successful Skills Development Providers and the Cape Winelands District Municipality;
(l) Evaluation Questionnaires must be completed by learners and submitted to CWDM.

11. PROTECTION OF PERSONAL INFORMATION

In submitting any information or documentation requested or any other information that may be requested pursuant to this tender, skills development providers are consenting to the processing by the Cape Winelands District Municipality or its stakeholders of its personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, 2013 (Act No 4 of 2013) and Regulations promulgated thereunder ("PoPI Act").

Further, the skills development providers declare that they have obtained all consents required by the PoPI Act or any other law applicable. Thus, skills development providers

hereby indemnify the Cape Winelands District Municipality against any civil or criminal action, administrative fine or ther penalty or loss that may arise as a result of the processing of any personal information that you submit.

Treat personal information provided by the Cape Winelands District Municipality that will be processed on behalf of the Cape Winelands District Municipality as confidential and not disclose it, unless required by law or in the course of the proper performance of their duties.

SECTION 5.1: EMERGENCY RESPONSE SKILLS PROGRAMMES

Applicable to Bid Items:

- Basic Emergency First Aid Responder
- Intermediate Emergency First Aid Responder
- Advanced Emergency First Aid Responder
- Emergency Response and Evacuation Co-Ordinator

ITEM NO.	REQUIRED INFORMATION	EVIDENCE REQUIRED	COMMENT	PAGE NO.
1	Entity's QCTO or CHE Accreditation	Accreditation letter		
2	Skills programme or course content is registerered and recognised by relevant Quality Assurance Body	Recognition/registration documentation to issue valid certificates		
3	Facilitator experience	Proof of minimum three years practical experience (CV and Certificates)		
4	Assessor Registration	Relevant proof of documentation (CV and Certificates)		
5	Moderator Registration	Relevant proof of documentation(CV and Certificates)		
6	Legacy Qualification Extension	Letter of extension		

SIGNED ON BEHALF OF TENDERER: _____

DATE: _____

SECTION 5.2: OCCUPATIONAL HEALTH AND SAFETY (OHS) REPRESENTATIVE TRAINING

ITEM NO.	REQUIRED INFORMATION	EVIDENCE REQUIRED	COMMENT	PAGE NO.
1	Entity's QCTO or CHE Accreditation	Accreditation letter		
2	Skills programme or course content is registerered and recognised by relevant Quality Assurance Body	Recognition/registration documentation to issue valid certificates		
3	Facilitator experience	Proof of minimum three years practical experience (CV and Certificates)		
4	Assessor Registration	Relevant proof of documentation (CV and Certificates)		
5	Moderator Registration	Relevant proof of documentation(CV and Certificates)		
6	Legacy Qualification Extension	Letter of extension		

SIGNED ON BEHALF OF TENDERER: _____

DATE: _____

SECTION 5.3: PEACE OFFICER AND TRAFFIC WARDEN LEARNING PROGRAMME

ITEM NO.	REQUIRED INFORMATION	EVIDENCE REQUIRED	COMMENT	PAGE NO.
1	Entity's QCTO or CHE Accreditation	Accreditation letter		
2	Valid legacy qualificaton registered with SASSETA or SETA's	Relevant approval documentation		
3	SAPS Approval	Official SAPS approval documentation		
4	Legacy Qualification Extension	Letter of extension		
5	Facilitator experience	Proof of minimum three years practical experience (CV and Certificates)		
6	Assessor Registration	Relevant proof of documentation (CV and Certificates)		
7	Moderator Registration	Relevant proof of documentation(CV and Certificates)		

SIGNED ON BEHALF OF TENDERER: _____

DATE: _____

SECTION 5.4: MUNICIPAL FINANCIAL MANAGEMENT PROGRAMME (MFMP)

ITEM NO.	REQUIRED INFORMATION	EVIDENCE REQUIRED	COMMENT	PAGE NO.
1	Entity's QCTO or CHE or SETA Accreditation	Accreditation letter		
2	Skills programme or course content is registerered and recognised by relevant Quality Assurance Body	Recognition/registration documentation to issue valid certificates		
3	Facilitator experience	Proof of minimum three years practical experience		
4	Assessor Registration	Relevant proof of documentation		
5	Moderator Registration	Relevant proof of documentation		
6	Legacy Qualification Extension	Letter of extension		

SIGNED ON BEHALF OF TENDERER: _____

DATE: _____

SECTION 5.5: CONTINUING PROFESSIONAL DEVELOPMENT (CPD) ONLINE COURSES (ENVIRONMENTAL HEALTH PRACTITIONERS)

ITEM NO.	REQUIRED INFORMATION	EVIDENCE REQUIRED	COMMENT	PAGE NO.
1	HPCSA Accreditation	Accreditation from Professional Body		
2	CPD courses are registerered and recognised by Professional Body	Recognition/registration documentation to issue valid certificates		

SIGNED ON BEHALF OF TENDERER: _____

DATE: _____

SECTION 5.6: GAMIFIED TRAINING PROGRAMME - INTERNAL AUDIT EMPLOYEES

ITEM NO.	REQUIRED INFORMATION	EVIDENCE REQUIRED	COMMENT	PAGE NO.
1	Entity's QCTO or CHE Accreditation	Accreditation letter		
2	Professional Body Recognition	Accreditation/recognition letter		
3	CPD courses are registerered and recognised by Professional Body	Recognition/registration documentation to issue valid certificates		
4	Number of Interactive Games	Evidence of access to minimum 70 games		
5	CPD Points	Proof of 350+ CPD points available		
6	Ethics CPD Points	Proof of minimum 5 Ethics CPD points		
7	Certification Mechanism	CPD certificate samples		
8	User Access Methodology	Description of learner access process		

SIGNED ON BEHALF OF TENDERER: _____

DATE: _____

SECTION 5.7: WORKPLACE PLAN (COMPETENCY SKILLS)

ITEM NO.	REQUIRED INFORMATION	EVIDENCE REQUIRED	COMMENT	PAGE NO.
1	Entity's QCTO or CHE or SETA Accreditation	Accreditation letter		
2	Skills programme or course content is registerered and recognised by relevant Quality Assurance Body	Recognition/registration documentation to issue valid certificates		
3	Facilitator experience	Proof of minimum three years practical experience		
4	Assessor Registration	Relevant proof of documentation		
5	Moderator Registration	Relevant proof of documentation		
6	Legacy Qualification Extension	Letter of extension		
7	Programme Outline	Detailed course content and methodology		

SIGNED ON BEHALF OF TENDERER: _____

DATE: _____

RETURNABLE SCHEDULE B

SKILLS DEVELOPMENT PROVIDER'S RELEVANT REFERENCES

Skill Development Providers must provide details of references where facilitation and delivery of various compliance learning programmes have been implemented, including name of company, name of contact person and contact details, business address and contract duration.

NAME OF COMPANY	PROJECT DESCRIPTION	CONTACT PERSON AND CONTACT NUMBER	CONTRACT START DATE	CONTRACT COMPLETION DATE

SIGNED ON BEHALF OF TENDERER: _____

DATE: _____

SKILLS DEVELOPMENT PROVIDER'S RELEVANT REFERENCES

Skill Development Providers must provide details of references where facilitation and delivery of various compliance learning programmes have been implemented, including name of company, name of contact person and contact details, business address and contract duration.

NAME OF COMPANY	PROJECT DESCRIPTION	CONTACT PERSON AND CONTACT NUMBER	CONTRACT START DATE	CONTRACT COMPLETION DATE

SIGNED ON BEHALF OF ENDERER:_____

DATE: _____

SKILLS DEVELOPMENT PROVIDER'S RELEVANT REFERENCES

Skill Development Providers must provide details of references where facilitation and delivery of various compliance learning programmes have been implemented, including name of company, name of contact person and contact details, business address and contract duration.

NAME OF COMPANY	PROJECT DESCRIPTION	CONTACT PERSON AND CONTACT NUMBER	CONTRACT START DATE	CONTRACT COMPLETION DATE

SIGNED ON BEHALF OF TENDERER: _____

DATE: _____

G. FORM OF OFFER

OFFER

The Cape Winelands District Municipality, identified in the acceptance signature block, has solicited offers to enter into a Contract in respect of the following works:

T 2027/039: FACILITATION AND DELIVERY OF VARIOUS COMPLIANCE LEARNING PROGRAMMES FOR THE CAPE WINELANDS DISTRICT MUNICIPALITY (CWDM) FOR THE PERIOD ENDING JUNE 2030

The bidder, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the Conditions of Tender and offers to perform all of the obligations and liabilities under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount of be determined in accordance with the conditions of contract identified in the Conditions of Contract.

By the representative of the bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder offers to perform all of the obligations and liabilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount of be determined in accordance with the conditions of contract identified in the Conditions of Contract.

For proper evaluation purposes it is essential that this specific pricing schedule be completed in full and signed. Alternative pricing schedules will not be accepted.

This offer may be accepted by the Cape Winelands District Municipality by signing the Acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity Stated in the Conditions of Tender, whereupon the bidder becomes the party named as the Service Provider in the Conditions of Contract.

Signature(s): .....

Name(s): .....

Capacity for the Tenderer: …….....

Name of organization……..……

Name and Signature of Witness: ..... Date: .....

5.1: EMERGENCY RESPONSE SKILLS PROGRAMMES (REFER TO NR 5.1 UNDER SCOPE OF WORK)			
Skills Programmes	**YEAR 1: 1 JULY 2027 TO 30 JUNE 2028 Price per person (Incl. Vat)**	**YEAR 2: 1 JULY 2028 TO 30 JUNE 2029 Price per person (Incl. Vat)**	**YEAR 3: 1 JULY 2029 TO 30 JUNE 2030 Price per person (Incl. Vat)**
Basic Emergency First Aid Responder			
Facilitation (Theoretical, Practical Training & Workplace Learning)	R	R	R
Re-assessment (if required)	R	R	R
Intermediate Emergency First Aid Responder			
Facilitation (Theoretical, Practical Training & Workplace Learning)	R	R	R
Re-assessment (if required)	R	R	R
Advanced Emergency First Aid Responder			
Facilitation (Theoretical, Practical Training & Workplace Learning)	R	R	R
Re-assessment (if required)	R	R	R
Emergency Response and Evacuation Co-ordinator			
Facilitation (Theoretical, Practical Training & Workplace Learning)	R	R	R
Re-assessment (if required)	R	R	R
Total Cost Per Person (Incl. Vat)	R	R	R

Name of company: ……

5.2: OCCUPATIONAL HEALTH AND SAFETY (OHS) REPRESENTATIVE (REFER TO NR 5.2 UNDER SCOPE OF WORK)			
Skills Programmes	**YEAR 1: 1 JULY 2027 TO 30 JUNE 2028 Price per person (Incl. Vat)**	**YEAR 2: 1 JULY 2028 TO 30 JUNE 2029 Price per person (Incl. Vat)**	**YEAR 3: 1 JULY 2029 TO 30 JUNE 2030 Price per person (Incl. Vat)**
SHE Representative			
Facilitation (Theoretical Practical Training)	R	R	R
Re-assessment (if required)	R	R	R
Total Cost Per Person (Incl. Vat)	R	R	R

Name of company: ……

5.3: PEACE OFFICER AND TRAFFIC WARDEN LEARNING PROGRAMME (REFER TO NR 5.3 UNDER SCOPE OF WORK			
Skills Programmes	**Duration of Skills Programme**	**YEAR 1: 1 JULY 2028 TO 30 JUNE 2029 Price per person (Incl. Vat)**	**YEAR 2: 1 JULY 2029 TO 30 JUNE 2030 Price per person (Incl. Vat)**
Facilitation (Theoretical Practical Training) **Peace Officer and Traffic Warden Training (Non-Uniform Employees) 22 days**	22 days	R	R
Facilitation (Theoretical Practical Training) **Peace Officer and Traffic Warden Training (Uniform Employees)**	30 days	R	R
Re-assessment (if required)		R	R
Total Cost Per Person (Incl. Vat)		R	R

Name of company: ……

Unit Standard ID	5.4: MUNICIPAL FINANCIAL MANAGEMENT PROGRAMME (CMFM, QUALIFICATION ID NO. 48965)- (REFER TO NR 5.4 UNDER SCOPE OF WORK)			
	Unit Standard Description	**YEAR 1: 1 JULY 2027 TO 30 JUNE 2028 Price per person (Incl. Vat)**	**YEAR 2: 1 JULY 2028 TO 30 JUNE 2029 Price per person (Incl. Vat)**	**YEAR 3: 1 JULY 2029 TO 30 JUNE 2030 Price per person (Incl. Vat)**
116339	Apply risk management in South African municipalities	**R**		**R**
116340	Apply costing principles to municipal operational and service-based costing	**R**		**R**
116341	Conduct performance management to a South African municipal environment	**R**		**R**
116342	Apply approaches to managing municipal income and expenditure within a multi-year framework	**R**		**R**
116343	Apply the principles of ethics in a municipal environment	**R**		**R**
116344	Apply the Inter-governmental Fiscal Relations Act to municipal financial management	**R**		**R**
116345	Apply the principles of budgeting within a municipality	**R**		**R**
116346	Apply techniques and South African statutes to cash and investment management in a municipal environment	**R**		**R**
116347	Contribute to capital planning and financing	**R**		**R**
116348	Conduct stakeholder consultation around municipal finance programmes	**R**		**R**
116351	Conduct auditing planning and implementation in a South African municipality	**R**		**R**
116353	Participate in the design and implementation of municipal supply chain management	**R**		**R**
116358	Contribute to the strategic planning process in a South African municipality	**R**		**R**
116361	Interpret South African legislation and policy affecting municipal financial management	**R**		**R**
116362	Manage a municipality's assets and liabilities	**R**		**R**

Unit Standard ID	Unit Standard Description	YEAR 1: 1 JULY 2027 TO 30 JUNE 2028 Price per person (Incl. Vat)	YEAR 2: 1 JULY 2028 TO 30 JUNE 2029 Price per person (Incl. Vat)	YEAR 3: 1 JULY 2029 TO 30 JUNE 2030 Price per person (Incl. Vat)
116363	Prepare and analyse municipal financial reports	**R**		**R**
116364	Plan a municipal budgeting and reporting cycle	**R**		**R**
116357	Design internal control and internal control evaluation framework	**R**		**R**
116360	Manage information technology resources in a municipal finance environment	**R**		**R**
119331	Conduct working capital management activities in accordance with sound financial management policy	**R**		**R**
119334	Discuss the selected legislative regulatory framework governing the public sector management and administration environment	**R**		**R**
119341	Apply cost management information systems in the preparation of management reports	**R**		**R**
119343	Apply operations research principles and tools in the management of project activities and resources	**R**		**R**
119348	Apply selected GRAP (Generally Recognised Accounting Practices) to periodic accounting reporting process	**R**		**R**
119350	Apply accounting principles and procedures in the preparation of reports and decision making	**R**		**R**
119351	Apply principles of computerised systems to manage data and reports relevant to the public sector administration	**R**		**R**
119352	Apply principles of information systems to public finance and administration	**R**		**R**
119353	Plan and implement public-private partnerships for municipal service delivery	**R**		**R**
Total Cost Per Person (Incl. Vat)		**R**		**R**

Name of company: ……

5.5 E-LEARNING PROGRAMMES

5.5: CONTINUING PROFESSIONAL DEVELOPMENT (CPD)ONLINE COURSES (ENVIRONMENTAL HEALTH PRACTITONERS)-(REFER TO NR 5.5.1 UNDER SCOPE OF WORK)			
Course Fees	**YEAR 1: 1 JULY 2027 TO 30 JUNE 2028 Price per person (Incl. Vat)**	**YEAR 2: 1 JULY 2028 TO 30 JUNE 2029 Price per person (Incl. Vat)**	**YEAR 3: 1 JULY 2029 TO 30 JUNE 2030 Price per person (Incl. Vat)**
Membership Fees for Accredited CPD Courses applicable on **Environmental Health Practitioners and Emergency Personnel**	**R**	**R**	**R**

5.6: GAMIFIED TRAINING PROGRAMME – INTERACTIVE E-LEARNING PLATFORM (INTERNAL AUDIT EMPLOYEES)-(REFER TO NR 5.6 UNDER SCOPE OF WORK)			
Course Fees	**YEAR 1: 1 JULY 2027 TO 30 JUNE 2028 Price per person (Incl. Vat)**	**YEAR 2: 1 JULY 2028 TO 30 JUNE 2029 Price per person (Incl. Vat)**	**YEAR 3: 1 JULY 2029 TO 30 JUNE 2030 Price per person (Incl. Vat)**
Membership Fees for Accredited CPD Courses applicable on Internal Audit Employees	**R**	**R**	**R**

5.7: WORKPLACE SKILLS (COMPETENCY SKILLS) -(REFER TO NR 5.7 UNDER SCOPE OF WORK)			
Course Fees	**YEAR 1: 1 JULY 2027 TO 30 JUNE 2028 Price per person (Incl. Vat)**	**YEAR 2: 1 JULY 2028 TO 30 JUNE 2029 Price per person (Incl. Vat)**	**YEAR 3: 1 JULY 2029 TO 3 0 JUNE 2030 Price per person (Incl. Vat)**
Industrial Relation Learning Programme	**R**	**R**	**R**
Consequence and Accountability Management	**R**	**R**	**R**

Name of company: ……

H. ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderers offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the Conditions of Contract identified in the contract that is the subject of this agreement.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to, and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Service Provider) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

ACCEPTANCE (to be completed by the Cape Winelands District Municipality)	
T 2027/039: FACILITATION AND DELIVERY OF VARIOUS LEARNING PROGRAMMES FOR THE CAPE WINELANDS DISTRICT MUNICIPALITY (CWDM) EMPLOYEES FOR THE PERIOD ENDING JUNE 2029	
Ms I Barnard Executive Director: Corporate Services	Date
Witness	Date

I. QUESTIONNAIRE

List all partners / members / directors of this enterprise			
Van / Surname / Ifani	**Voornaam / First name / Amagama**	**ID Nr./No. Inombolo**	**State Employee Number**

NB! To claim Preference points a certified copy of your Balanced Broad-Based Black Economic Empowerment Score Card and proof of locality must be submitted with the **MBD 6.1 Claim Form**.

Vir meer inligting besoek: / For more information please visit: / Inkcukach ezithe vetshe uzakuzifumana aph:

The Department of Trade and Industry: http://bee.thedti.gov.za/
South African National Accreditation System: http://www.sanas.co.za/directory.php
Independent Regulatory Board of Auditors: http://irba.co.za/index.php

Name of Business/Entity: ……		
1	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **race**.	**%**
2	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **gender**	**%**
3	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **disability**.	**%**
Please Circle your answer below:		
4	Is your business established within the area of jurisdiction of the District Municipality?	In / Out
5	Is your business established within the area of jurisdiction of the Western Cape Province?	In / Out

J. DECLARATION OF INTEREST – (MBD 4 B)

(On behalf of the company and its directors/ members/ trustees/ principle shareholders[2])

1. No bid/database registration will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid/database registration. 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 the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid/database registration in respect of owners/shareholders[2] of the company.

3.1	Full Name of bidder or his or her representative	
3.2	Identity Number (person submitting this declaration)	
3.3	Position occupied in the Company (official/director/trustee/shareholder[2]):	
3.4	Company Registration Number	
3.5	Tax Reference Number	
3.6	VAT Registration Number	
3.7	The names of all directors/ members/ trustees/ principle shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below	

3.8	Are you or any director/ member/ trustee/ principle shareholder presently in the service of the state?	Yes	No
3.8.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.9	Have you or any director/ member/ trustee/ principle shareholder been in the service of the state for the past twelve months?	Yes	No
3.9.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.10	Do you or any director/ member/ trustee/ principle shareholder have any relationship (family, friend, other) with persons in the service of the state and/or who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No
3.10.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.11	Are you aware of any relationship (family, friend, other) between you or any director/ member/ trustee/ principle shareholder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No
3.11.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.12	Is any spouse, child or parent of the company's directors/ members/ trustees/ principle shareholders or stakeholders in the service of the state?	Yes	No
3.12.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.13	Do you or any director/ member/ trustee/ principle shareholder/ stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No
3.13.1	If yes, furnish particulars. …… ……		

3.14	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	Yes	No
3.14.1	If yes, furnish particulars. …… ……		

3.15	Is the supplier or any director/ member/ trustee/ principle shareholder 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)?	Yes	No
3.15.1	If yes, furnish particulars. …… ……		

3.16	Was the supplier or any director/ member/ trustee/ principle shareholder 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
3.16.1	If yes, furnish particulars. …… ……		

3.17	Does the supplier or any director/ member/ trustee/ principle shareholder owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
3.17.1	If yes, furnish particulars. …… …… The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38*(d)*. (Certified copies of your *most current* accounts/statements and/or proof of any arrangement to be submitted ***every three*** months – provide individual information in the schedule under par. 4.		

3.18	Was any contract between the supplier 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	No
3.18.1	If yes, furnish particulars. …… ……		

4	***MFMA Circular No 62 of July 2013*** require bidders to submit the names of their directors/ trustees/ shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their bid submissions. ***A <u>shareholder</u> is defined as a person who <u>owns</u> shares in the company and is actively involved in the management of the company or business, and exercises control over the company.***					
	Full name of directors / trustees / shareholders	**Identity Number**	**% Shareholding in company**	**Personal Tax Reference Number**	**State Employee Number (Persal)**	**Municipal rates & services account numbers (3.17.1)** *Municipal clearance or most recent service account must be attached as evidence*
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

I, the undersigned, certify that the information furnished on this declaration form is true and correct. I accept that my/my company's bid/registration may be rejected and in addition to the rejection that action may be taken against me/ my company should this declaration prove to be false.

……	……
Signature	Date
……	……
Capacity of Signatory	Name of Bidder/Company/CC Name

MANDATORY SECTION: THIS DECLARATION WILL NOT BE ACCEPTED IF NOT CERTIFIED:

[1] 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.

[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.

Commissioner of Oaths

Signed and sworn to before me at ……..……

on this the …… day of …… 20 …. by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths ……

Position: ……..

Address ……

……

……

Tel: ……..……

Apply official stamp of authority on this page:

This document is compulsory, in terms of Regulation 44 of the Supply Chain Management Regulations, to do business with any municipality – If not endorsed by a Commissioner of Oaths, or failure to submit it, will disqualify your business from the acquisitioning process. (Must be submitted annually)

K. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED (MBD 5)

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

1.	Are you by law required to prepare annual financial statements for auditing?	Yes / No
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. …… …… …… ……	
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	Yes / No
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	
2.2	If yes, provide particulars. …… …… …… ……	
3	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material noncompliance or dispute concerning the execution of such contract?	Yes / No
3.1	If yes, furnish particulars. …… …… …… ……	
4	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	Yes / No

4.1	If yes, furnish particulars. …… …… …….. ……..

CERTIFICATION

I, THE UNDERSIGNED (NAME) ……
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

…….. ……..……..
Signature Date

……..... …….
Position Name of Bidder

L. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)

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

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

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state

(a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	**80**
SPECIFIC GOALS	**20**
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) "**Locality"** means an enterprise whose head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area or Western Cape Province

(d) "**Proof of locality"** means a –
1) municipal account in the name of the tenderer not older than 90 days;
2) lease agreement where the tenderer is the lessee of an official operating business premise; or
3) an official letter from the bank confirming the registered business address of the tenderer;

(e) "**Proof of B-BBEE status level of contributor"** means the B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

(f) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(g) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points Allocated. (80/20 system)	Number of points claimed (80/20 system)
	To be completed by the organ of state)	To be completed by the tenderer)
B-BBEE status level of contributor	10	
The promotion of enterprises located in the Western Cape Province for work to be done or services to be rendered in that province;	5	
The promotion of enterprises located in the Cape Winelands District Municipal area for work to be done or services to be rendered in that municipal area	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……..…….

4.4. Company registration number: ……..……...

4.5. TYPE OF COMPANY/ FIRM

- ϒ Partnership/Joint Venture / Consortium
- ϒ One-person business/sole propriety
- ϒ Close corporation
- ϒ Public Company
- ϒ Personal Liability Company
- ϒ (Pty) Limited
- ϒ Non-Profit Company
- ϒ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the

organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

Name and surname …….....

Signature(s) of bidder(s)……

Date……

Address……

……

M. CONTRACT FORM –RENDERING OF SERVICES (MBD 7.2)

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

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

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

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

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of Bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

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

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

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

Name ……..

Capacity ……..

Signature ……..

Company name ..……

Date ……..

Witness 1 …… Date ……

Witness 2 …… Date ……

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, I Barnard in my capacity as Executive Director Corporate Services accept your bid under reference number T 2027/039 dated 15/01/2027 for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

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

TENDER NUMBER & DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)	DELIVERY PERIOD	B-BBEE STATUS LEVEL
T 2027/039: FACILITATION AND DELIVERY OF VARIOUS LEARNING PROGRAMMES FOR THE CAPE WINELANDS DISTRICT MUNICIPALITY (CWDM) EMPLOYEES FOR THE PERIOD ENDING JUNE 2029			

4. I confirm that I am duly authorized to sign this contract.

Signed at Stellenbosch on……..

Name (Print) ……

Signature ……

Witness 1 …… Date ……

Witness 2 …… Date ……

N. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – MBD 8

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:
   - Abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
   - Been convicted of fraud or corruption during the past five years;
   - Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
   - Been listed in the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No12 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	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? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.		
4.1.1	If so, furnish particulars: …… ……		
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.		
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?		
4.3.1	If so, furnish particulars: …… ……		

4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?		
4.2.1	If so, furnish particulars: …… ……		
4.3	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?		
4.3.1	If so, furnish particulars: …… ……		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……..……..……CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

……... ……..
Signature Date

……. ……..
Position Name of Bidder

O. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1. This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *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:

[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: CAPE WINELANDS DISTRICT MUNICIPALITY 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[3] 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

[3] 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.

P. MUNICIPAL RATES AND SERVICES

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality

NB: Please attach certified copy/copies of the Municipal Account(s)

DECLARATION:

I, the undersigned (name) ……..……...……...…….…… Certify that the information furnished above is correct. I accept that the state may act against me should this declaration prove to be false.

…… **Signature**

…….…… **Date**

…… **Position**

…….…… **Name of Bidder**

…….

Q. AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs ……..……...……...

acting in his/her capacity as ……..

of the business trading as …… to sign all

documentation in connection with Tender……..

Name of members / directors	Signature	Date

Note: If bidders attached a copy of their Authorized Signatory, it is not necessary to complete this form.

R. CREDIT ORDER INSTRUCTION

It is the policy of the Cape Winelands District Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

Please attached a letter from your bank confirming your banking details.

I/we hereby request and authorise the Cape Winelands district municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account. I/we understand that a payment advice will be supplied by the Cape Winelands District municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment. I/we further undertake to inform the Cape Winelands District municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

……	……	……	…….
INITIALS AND SURNAME:	AUTHORISED SIGNATURE:	DATE:	TELEPHONE NUMBER:

S. COMPULSORY DOCUMENTATION / CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED:	
Form G - Form of offer	**Yes / No**
Form J – Declaration of Interest (MBD 4) Personal declaration from the owner / member(s) / director(s) duly completed and signed?	**Yes / No**
Form K – Declaration for procurement above R10 million	**Yes / No**
Form L – Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022 (MBD 6.1)	**Yes / No**
Form M – Contract form – Purchase of goods / works or rendering of services MBD 7.1/2	**Yes / No**
Form N - Declaration of bidder's past supply chain management practices – MBD 8	**Yes / No**
Form O - Certificate of Independent Bid Determination (MBD 9)	**Yes / No**
Form P – Municipal Rates and services Is a copy of the bidder's and those of its director's municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date attached?	**Yes / No**
Form Q – Authority for Signatory Certified copy of the resolution attached?	**Yes / No**

PLEASE ENSURE THAT ALL DOCUMENTS AS REQUESTED BELOW, ARE ATTACHED TO THE TENDER DOCUMENT:	
Tax Compliance Status number (pin)	**Yes / No**
Company profile indicating relevant project experience and a list of clients for whom these projects were undertaken	**Yes / No**
Valid COIDA certificate	**Yes / No**
CSD registration report	**Yes / No**

FAILURE TO SUBMIT THE FOLLOWING WILL NOT LEAD TO DISQUALIFICATION, BUT THE TENDERER WILL SCORE 0 PREFERENCE POINTS FOR SPECIFIC GOALS DURING THE EVALUATION OF TENDER OFFERS.	
B-BBEE Certificate attached?	**Yes / No**
Proof of Locality **Are the following attached where applicable?** • Municipal account in the name of the tenderer not older than 90 days • Lease agreement where the tenderer is the lessee of an official operating business premise; or • An official letter from the bank confirming the registered business address of the tenderer;	**Yes / No**

I, …….. confirm that all compulsory documents for this tender is duly completed, signed and attached to this document**.**

Signature: …….. Date: ……

T. CAPABILITY OF BIDDER

This schedule is to determine the capability of the bidder to execute the contract.

All bidders must provide proof of their ability to render the services applicable to the deliverables as explained in this tender and it must be submitted with the Bid or within a reasonable timeframe to be agreed upon between the Cape Winelands District Municipality and the successful service provider.

Company Name	
Description of project	
Contact person name	
Contact person telephone / cellphone number	
E-mail address	
Value of project	

Company Name	
Description of project	
Contact person name	
Contact person telephone / cellphone number	
E-mail address	
Value of project	

Company Name	
Description of project	
Contact person name	
Contact person telephone / cellphone number	
E-mail address	
Value of project	

Company Name	
Description of project	
Contact person name	
Contact person telephone / cellphone number	
E-mail address	
Value of project	