



WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

TENDER DOCUMENT

FOR

**SUPPLY & DELIVERY OF AGRICULTURAL INPUTS
NO: WMM LM 06/10/22/02 AGR**

07 October 2022

ISSUED BY:

Issued and Prepared by:

Winnie Madikizela-Mandela Local Municipality

Corporate Services Department

51 Winnie Madikizela Mandela Street

Bizana

4800

Municipal Manager: Mr. L. Mahlaka

Contact Person: Mr Z. Khala & Mr B. Hlangabezo

Tel: 039 251 0230

NAME OF TENDERER: _____

AMOUNT: _____

**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY
CONTRACT NO: WMM LM 06/10/22/02 AGR**

INVITATION TO BID FOR SUPPLY AND DELIVERY OF AGRICULTURAL INPUTS AND MATERIAL

Bid proposals are hereby invited from suitably service providers who are interested in the above-mentioned project for Winnie Madikizela-Mandela Municipality.

Bid documents can be downloaded from e-tender portal website. (www.etenders.gov.za)

Proposals will be evaluated on functionality and preferential points system

Bids should score a minimum of 70% for functionality in order to be considered for further evaluation.

The bids will be evaluated on the **80/20** preferential points system

Failure to submit the following fully completed document(s) will render the bid null and void:

- A copy of Entity Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 6 months), CSD Registration
- SARS Valid PIN Printout
- Bid documents MBD1, MBD4, MBD6.1, MBD 8 and MDB 9
- Billing Clearance Certificate or Statement of Municipal Accounts confirming that no undisputed municipal accounts are overdue by more than 30 days and letter signed by the bidder declaring that all accounts have been disclosed and no account is more than 30 Days in arrears
- A certified copy or Original BBBEE Status Level Certificate (SANAS accredited) or sworn affidavit as provided by DTI
- In case of a joint venture, an original valid Tax Compliance Document of both partners should be submitted as well as a signed agreement by both parties clearly indicating the lead partner
-

Closing date: All tenders must be emailed to tenders.scm@mbizana.gov.za by no later than 12h00 on the 27th of October 2022 after which they will be opened. All tenders must be clearly marked the Name of the project and Reference number indicated above.

No late, incomplete or facsimile bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. Winnie Madikizela-Mandela Local Municipality reserves the right to accept part or full bid.

For technical enquiries, please contact Mr. B. Hlangabezo, Manager: LED at (071) 604 0632, email: hlangabezob@mbizana.gov.za during working hours.

For Supply Chain Management related enquiries, please contact Mr. Z. Khala at (039) 2510230, Ext. 2113, email: khalaz@mbizana.gov.za during working hours

.....
Mr. L. Mahlaka
MUNICIPAL MANAGER

TABLE OF CONTENTS

DESCRIPTION	PAGE
I. Terms of Reference	3
II. Functional Assessment	3 - 5
III. MBD FORMS	6 - 19
IV. Record of Addenda	20
V. Alternative Tender	21
VI. Form of Offer	22 – 25
Pricing Schedule	26 -27

Letter of Consent

The Municipal Manager
Winnie Madikizela-Mandela Local Municipality
P.O. Box 12
Bizana
4800
Sir/Madam

Granting of authority to request information from any legal entity relevant to this Bid

I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered. I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material value to Winnie Madikizela-Mandela Local Municipality and directly relevant to the consideration of my/our Bid. I/we _____ grant my/our consent to such source to provide confidential information.

I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Winnie Madikizela-Mandela Local Municipality, would affect the consideration of my/our Bid in any way.

The Winnie Madikizela-Mandela Local Municipality wishes to inform you that all information regarding your personal matters is treated as strictly confidential.

Please tick the appropriate box.

	I/We hereby consent to the above
	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Winnie Madikizela-Mandela Local Municipality responsible for not considering my/our Bid.

Signature:

Date:

Witness:

Signature:

VII.

TERMS OF REFERENCE

ABBREVIATIONS USED:

Client - Mbizana Local Municipality
DP - Department of Development Planning
PSP - Professional Service Provider

1. OUTLINE

These Terms of Reference outline the minimum Scope of Work for which the PSP is responsible. It defines key accountabilities and what the PSP is responsible for delivering i.e. the required outcomes as a result of the civil activities.

2. BACKGROUND

The Development planning Department within the municipality has the responsibility to provide a conducive environment for businesses to operate. The Municipality is endowed with agricultural development that some local communities rely on it for living. The Municipality have prioritised several projects under Farmers Development Program as a strategy of creating jobs for themselves and hence its inclusion on the LED Strategic plan as well as the Service Delivery and Budget Implementation Plan (SDBIP) to capacitate this sector. The programme is strictly fishing related. And therefore requests that the professional suitable bidders submit their proposal for supply & delivery of equipment and material for fisheries projects. On receipt of the appointment letter it is expected that the appointed service provider will sign with the municipal manager the service level agreement.

3. BID QUALIFICATION

FUNCTIONALITY REQUIREMENTS

	CRITERIA	WEIGHTING	NO EXPERIENCE INDICATED
1.	Previous Experience: Must provide at least 3 letters of experience in any supply & delivery (10) points per letter, minimum of 1- 2 yrs of experience	30	
2.	Experience. <ul style="list-style-type: none">• Must provider at least 2 completion certificates and Reference letters of	30	

	recognition from the previous experience (15 points per completion certificate and Reference letter).		
3.	Methodology - Scope of work (5) - Quality Management (5) - Risk Management (5) - Reporting (5) - Communication (5) - Delivery period (within 6 weeks) 5 - Letter of Good Standing(10)	40	
	GRAND TOTAL	100	

Bidders should take note of the above technical (quality) evaluation criteria.

- [a] All the necessary documentation must be submitted for the Evaluation Panel to make an informed evaluation. Evaluation of the Technical (Quality) Requirements will be based on the information provided by the bidder.
 - [i] **Experience** - The experience annexure must be completed. List projects of a similar nature undertaken.
 - [ii] **Methodology** – The bidder must clearly demonstrate how the contract will be managed, detailing a work plan with timeframes and clearly explaining how the works will be implemented, provide a detailed breakdown of the costs and how the total price has been reached.
- [b] Bids that do not meet a minimum of 60% in total for the criteria listed above will not be considered further.
- [c] A minimum total score of 60 out of 100 points must be obtained in order for the bid to proceed to the Financial Evaluation.

4. CONDITIONS OF APPOINTMENT

Compliance with and performance in terms of the Terms of Reference is a specific condition of the appointment of the Professional Service Provider. Municipality will provide all relevant support during the term of the contract. It is expected that the submitted costs will cover all the costs associated with this project and any other costs that may arise must be agreed with upfront with the municipality before the work can be carried out. **It is expected that the firm will submit the proposal to the municipality and also indicate the formal / structure of payment of the costs in terms of rates for rendering service.** The municipality does not have any funds available for this project and it is expected that the project will be self-funding which means that the successful implementation of the project which ensure that the service provider is paid for their services.

5. SCOPE OF WORK for the PSP

The scope of work required for the contract includes but is not limited to:

- a) supply & delivery of agricultural inputs and materia

5.1 PROJECT SETUP

- a. establishment of the programme and time frames of the project;
- b. ensure the successful implementation of the project

5.2 PLANNING

- 1) Ensuring that all the stakeholders are informed about the start and the end of the implementation of the project.
- 2) It is advisable that whenever an PSP enters into an agreement of sale, a cession must be done to protect both parties (seller and buyer)
- 3) Overall responsibility is to ensure that preliminary technical design where required or any other information that may be required for the successful completion of the project;
- 4) Proposed Methodology

6. ACCOUNTABILITY

The PSP is accountable to the Client for the execution of the Scope of Work detailed in the Terms of Reference.

7. PROFESSIONAL INDEMNITY COVER

The professional team is required to provide proof of Professional Indemnity/ Insurances/ Sureties.

8. FORMAT OF PROPOSAL

The proposal must include at least the following key information:

- Mbizana Municipality supplier registration forms
- Company profile
- Company capability statement
- Relevant experience of company
- CVs, relevant experience, skills and qualifications of staff available for this project
- Detailed costing of hourly/monthly rates of rendering the service for the duration of contract
- Relevant resources available
- Cash flow projections.
- Affirmable Business Enterprise affidavits, if applicable
- Recommendations by former clients for projects of similar size and nature
- All pages signed and initialled at the bottom of the page.

9. FEES

- 8.1 SACAP tariff of fees or any statutory (legislated fee structure commonly used in South Africa) fee structure must be used as a guideline for the fee calculation.
- 8.2 The PSP is required to submit timesheets, progress & financial report with fee claims as proof of work undertaken.
- 8.3 The fee breakdown for PSP to be appointed should be specified (with attached annexure detailing all costs) in the project proposal. All milestones for payments must be agreed to prior to commencement of work with the project team (Including the Municipality).

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)				
BID NUMBER:		CLOSING DATE:		CLOSING TIME:
DESCRIPTION				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER		6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

MBD 1
PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

¹MSCM 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.

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

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

3.11.1 If yes, furnish particulars

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

3.12.1 If yes, furnish particulars.

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

3.13.1 If yes, furnish particulars.

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

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

Full Name	Identity Number	State Employee Number



CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the **.....** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

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



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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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



A maximum of 80 or 90 points is allocated for price on the following basis:
80/20 or **90/10**

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING



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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

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

iii) The B-BBEE status level of the sub-contractor.....

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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



[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;



- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange



rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

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

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

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

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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



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

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

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration



C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001
LOCAL CONTENT OF PRODUCTS**

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001

1. Regulation 12(1) of the Preferential Procurement Regulations makes provision for the promotion of locally manufactured products within the preference point systems.

SPECIFIC GOAL

POINTS ALLOCATED

The stimulation of the S.A economy by procuring locally Manufactured products.

.....

2. Preference points may only be claimed for products, which will be manufactured (fabricated, processed or assembled), in the Republic of South Africa. In cases where production has not yet commenced at time of bid closure, evidence shall be produced that at the time of bid closure, the bidder was irrevocably committed to local production of the product.

3. **“Local content”** means that portion of the bid price, excluding Value Added Tax (VAT), which is not included in imported content, **provided that local manufacture does take place.**

4. **“Imported content”** means that portion of the bid price represented by the costs of components, parts or materials which have been or are still to be imported (whether by the bidder or his suppliers or sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duties, sales duties, or other similar taxes or duties at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies for which a bid has been submitted are manufactured.

5. BID INFORMATION

Bidders who wish to claim points in respect of this goal must furnish the information in paragraph 7 below.

6. POINTS CLAIMED

Indicate whether point(s) allocated for this goal is (are) claimed. Yes / No

7. INFORMATION WITH REGARD TO LOCAL MANUFACTURE

Indicate in the table below which product(s) [item number(s)] is/are manufactured locally against the % local content of each product / item in relation to the bid price (exclusive of VAT). Points claimed must be indicated in the “points claimed” column.



Percentage local content in relation to bid Price	Indicate item numbers	Points Allocated	Points Claimed
10 % - 30 %			
31 % - 60 %			
61 % or more			

8. BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed, based on the local content of the product(s) above, qualifies the firm for the point(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iii) If the claims are found to be incorrect, the purchaser, in addition to any other remedy it may have -
 - (a) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
 - (b) 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;

WITNESSES:

1.

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

2.

DATE:



DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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



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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js367bW



CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

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

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder



6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (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.

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.



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



C1.1 Form of offer and acceptance

1.1 Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a Contract for the procurement of:

PROFESSIONAL ENGINEERING SERVICES: IMPLEMENTATION OF THE METERING ASSESMENT REPORT

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer 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 to be determined in accordance with the conditions of Contract identified in the Contract Data.

1.1.1 THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....
.....
.....
.....(in words);R..... (in figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

Signature:.....**Name:**

Capacity:
.....

For the tenderer:

.....

(Name and domiciliumcitandi of organization)

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



Acceptance

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer’s 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 Data. Acceptance of the tenderer’s offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the Contract that is the subject of this agreement.

The terms of the Contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this agreement)

Part C2 Pricing Data (see volume 2)

Part C3 Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

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 authorised 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. Failure to fulfill 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, signed copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Service Provider) within five working 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.

Signature(s):

Name(s).....

Capacity: **MUNICIPALITY MANAGER**

FOR MBIZANA LOCAL MUNICIPALITY, 51 MAIN STREET, BIZANA, 4800

(Name and domiciliumcitandi of organization)



Name and Signature of Witness: Date:

OFFICIAL STAMP

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issues by the Employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final Contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter is arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the Contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

By the duly authorized representatives signing this schedule of deviations, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes



to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the Contract between the parties arising from this agreement.

For the tenderer:

Signature(s): **Name(s):**

Capacity:

FOR TENDERER:

.....

(Name and domiciliumcitandi of organization)

Name and Signature of Witness: **Date:**

Signature(s):

Name(s).....

Capacity: **MUNICIPALITY MANAGER**

FOR MBIZANA LOCAL MUNICIPALITY, 51 MAIN STREET, BIZANA, 4800

(Name and domiciliumcitandi of organization)

Name and Signature of Witness: Date:

OFFICIAL STAMP

PRICING SCHEDULE

ITEM No.	DESCRIPTION	UNIT	Unit Price	AMOUNT (Excl. VAT)
1.	VALBAZEN Sheep 5L	1		
2.	TERRAMYCIN 500ml	1		
3.	IVERMAX 1% inj 50ml	1		
4.	SUPONA AEROSOL 385ML	3		
5.	KNAPSACK 16L	2		



6.	TAKTIC SPRAY 1L	4		
7.	DECTOMAX INJ 50ML	1		
8.	VMOL PROTEIN BLOCK	5		
9.	DE/H EXPR BR F/P 50KG	3		
10.	EXPR BR/ST CRMB 50KG	2		
11.	MEAD SWEET PELL 50KG	4		
12.	DECTOMAX INJ 500ML	2		
13.	HI TET 120 500ML	2		
14.	PANACUR BS 1L	3		
15.	VMOL PROTEIN BLOCK	5		
16.	DECTOMAX INJ 500ML	2		
17.	PRODOSE ORANGE 1L	3		
18.	ULTRATED 500ML	3		
19.	UKUL SYRING 20ML	2		
20.	NEEDLES	2		
21.	VIT BCO 200ML	1		
22.	ERADITICK 1L	3		
23.	KNAPSACK 16L	1		
24.	HI TET 120 500ML	2		
25.	HI TET 120 500ml	1		
26.	Cevemac 500ml	1		
27.	Solution LA 500ml	1		
28.	VMOL PROTAIN BLOCK	2		
29.	DECTOMAX ING 500ML	1		
30.	SWEEFEEED 50KG	3		
31.	MASTER 20 50KG	5		
32.	HITET 120 500ML	1		
33.	SUPONO SPRAY	1		
34.	ERADITICK 1LT	1		
35.	KNAPSACK 16LT	1		
36.	PANACUR 1LT	1		
37.	DECTOMAX 500ML	1		
38.	ULTRATET 500ML	1		
39.	OCEAN GOLD	3		
40.	LECTADE	3		
41.	VIT BCO 200ML	1		
42.	ENERGY BLOCK	3		
43.	SWEETFEED 50KG	5		
44.	HITET 500ML	1		
45.	SUPONA AEROSOL 385ML	2		
46.	DECTOMAX 500ML	1		
47.	VALBAZEN SHEEP 5L	1		
48.	ENERGY BLOCK	3		



49.	SWEETFEED 50KG	9		
50.	MASTER 20 50KG	10		
51.	HITET 500ML	2		
52.	DECTOMAX 500ML	1		
53.	ONE SHOT ULTRA 7	1		
54.	PRODOSE ORANGE 1LT	3		
55.	PULPYVAX 100ML	1		
56.	SUPONA AEROSOL 385ML	2		
57.	VIT BCO 200ML	2		
58.	ENERGY BLOCK	3		
59.	SWEETFEED 50KG	10		
60.	MASTER 20 50KG	10		
61.	HITET 500ML	2		
62.	DECTOMAX 500ML	1		
63.	ONE SHOT ULTRA 7	1		
64.	PRODOSE ORANGE 1LT	3		
65.	PULPYVAX 100ML	1		
66.	TERRAMYCIN 500ml	2		
67.	IVERMAX 1% inj 50ml	2		
68.	SUPONA AEROSOL 385ML	3		
69.	KNAPSACK 16L	1		
70.	TAKTIC SPRAY 1L	4		
71.	DECTOMAX INJ 500ML	1		
72.	VMOL PROTEIN BLOCK	5		
73.	HITET 500ML	2		
74.	TERRAMYCIN 500ml	2		
75.	IVERMAX 1% inj 500ml	2		
76.	SUPONA AEROSOL 385ML	3		
77.	KNAPSACK 16L	1		
78.	TAKTIC SPRAY 1L	4		
79.	DECTOMAX INJ 500ML	1		
80.	VMOL PROTEIN BLOCK	5		
81.	HITET 500ML	2		
82.	SHEEP FINISHER 50KG	5		
83.	JURMAX	4		
84.	DECTOMAX INJ 500ML	2		
85.	IVERMAX 1% inj 500ml	2		
86.	HITET 500ML	2		
87.	DECTOMAX INJ 500ML	1		
88.	CEVAMEC 1% 500ML	1		
89.	HITET 120 500ML	4		
90.	PANACUR BS 1LT	2		
91.	KNAPSACK 16L	1		



92.	ERADITICK 1LT	2		
93.	TERRAMYCIN 500ml	1		
94.	MAXICARE 2L	2		
95.	HITET 120 500ML	1		
96.	DECTOMAX INJ 500ML	1		
97.	ONE SHOT ULTRA 7 500L	1		
98.	PULPYVAX 100ML	1		
99.	CEVAMEC 1% 500ML	1		
100.	PANACUR BS 1LT	1		
101.	SOLUTION LA 500ML	1		
102.	SWEET FEED 50KG	2		
103.	MASTER 20 50KG	2		
104.	ERADITICK 1LT	1		
105.	UKAL SYRING 20ML	2		
106.	GALL POWDER	1		
107.	IVERMAC 500ml	2		
108.	KNAPSACK 16L	1		
109.	SUPONA AEROSOL 385ML	1		
110.	TICK GREASE 500G	1		
111.	VALBANTEL 2L	1		
112.	HITET 120 500ML	3		
113.	VIT BCO INJ 100ML	5		
114.	SUPONA AEROSOL 385ML	3		
115.	SWA METABOLIC 100ML	12		
116.	SOLUTION 3,5% LA 500ML	4		
117.	M/TEK MEESTER 20 40	5		
118.	PRODOSE ORANGE 1LT	5		
119.	DECTOMAX INJ 500ML	1		
120.	SULMETRIM PLUS NF 10	5		
121.	MEAD SWEEFT PEL 50KG	7		
122.	HITET 120 500ML	3		
123.	VIT BCO INJ 200ML	3		
124.	SUPONA AEROSOL 385ML	3		
125.	SWA METABOLIC 100ML	12		
126.	SOLUTION 3,5% LA 500ML	4		
127.	M/TEK MEESTER 20 40	5		
128.	PRODOSE ORANGE 1LT	5		
129.	DECTOMAX INJ 500ML	1		
130.	SULMETRIM PLUS NF 10	5		
131.	MEAD SWEEFT PEL 50KG	7		
132.	HITET 120 500ML	3		
133.	VIT BCO INJ 100ML	5		
134.	SUPONA AEROSOL 385ML	3		



135.	SWA METABOLIC 100ML	12		
136.	SOLUTION 3,5% LA 500ML	4		
137.	M/TEK MEESTER 20 40	5		
138.	PRODOSE ORANGE 1LT	5		
139.	DECTOMAX INJ 500ML	1		
140.	SULMETRIM PLUS NF 10	5		
141.	MEAD SWEEFT PEL 50KG	7		
142.	2.3.2 (22) 50kg	5		
143.	DECTOMAX INJ 500ML	1		
144.	CEVAMEC 1% 500ML	1		
145.	HITET 120 500ML	4		
146.	KNAPSACK 16L	1		
147.	TERRAMYCIN 500ml	1		
148.	HITET 120 500ML	3		
149.	VIT BCO INJ 100ML	5		
150.	SUPONA AEROSOL 385ML	3		
151.	SOLUTION 3,5% LA 500ML	4		
152.	PRODOSE ORANGE 1LT	3		
153.	DECTOMAX INJ 500ML	1		
154.	SULMETRIM PLUS NF 10	5		
155.	MEAD SWEEFT PEL 50KG	5		
156.	ENERGY BLOCK	3		
157.	HITET 120 500ML	1		
158.	ENERGY BLOCK	3		
159.	DECTOMAX INJ 500ML	1		
160.	PRODOSE ORANGE 1LT	2		
161.	SWEET FEED 50KG	3		
162.	MASTER 20 50KG	15		
163.	PULPYVEX	1		
164.	ONE SHOT ULTRA	1		
165.	HITET 120 500ML	1		
166.	ENERGY BLOCK	3		
167.	DECTOMAX INJ 500ML	1		
168.	PRODOSE ORANGE 1LT	3		
169.	SWEET FEED 50KG	6		
170.	MASTER 20 50KG	10		
171.	ERADITICK L1	2		
172.	SUPONA AEROSOL SPRAY 385ML	2		
173.	VIT BCO 100ML	1		
174.	ULTRA TET LA 500ML	1		
175.	KNAPSACK 16L	1		
176.	ENERGY BLOCK	3		
177.	SWEETFEED 50KG	10		



178.	MASTER 20 50KG	10		
179.	HITET 120 500ML	2		
180.	DECTOMAX 500ML	1		
181.	ONE SHOT ULTRA 7	1		
182.	PRODOSE ORANGE 1LT	3		
183.	PULPYVAX 100ML	1		
184.	TERRAMYCIN 500ml	6		
185.	REVERIN LA 2230 500ML	4		
186.	PULPYVAX 100ML	6		
187.	PRODOSE ORANGE 1LT	4		
188.	IVOMEK 200ML	2		
189.	IVOMEX 1% 500ML	5		
190.	PRODOSE RED 1LT	3		
191.	SULMETRIM PLUS NF 10	8		
192.	OVI-MIN 1LT	8		
193.	MAXICARE 2LT	1		
194.	DECTOMAX 500ML	1		
195.	HITET 120 500ML	1		
196.	ULTRA TET 20 500ML	1		
197.	ONE SHOT ULTRA 7	1		
198.	PULPYVAX 100ML	1		
199.	MASTER 20 50KG	4		
200.	ENERGY BLOCK 50KG	1		
201.	PROTEIN BLOCK 50KG	1		
202.	SWEET FEED 50KG	6		
203.	IVOMEK SUPER	1		
204.	VALBAZIN 2LT	1		
205.	ERADITIC 1LT	1		
206.	MAXICARE 2LT	1		
207.	DECTOMAX 500ML	1		
208.	HITET 120 500ML	1		
209.	ULTRA TET 20 500ML	1		
210.	ONE SHOT ULTRA 7	1		
211.	PULPYVAX 100ML	1		
212.	MASTER 20 50KG	4		
213.	ENERGY BLOCK 50KG	1		
214.	PROTEIN BLOCK 50KG	1		
215.	SWEET FEED 50KG	6		
216.	IVOMEK SUPER	1		
217.	VALBAZIN 2LT	1		
218.	ERADITIC 1LT	1		
219.	STARTER 50KG	5		
220.	GROWER 50KG	15		



221.	FINISHER 50KG			
222.	STRESS PACK	1		
223.	SAWDUST	10		
224.	COLOURED CHICKS 1 DAY OLD	300		
225.	CHICKEN DRINKER AND FEEDER	8		
226.	GUMBORO	2		
227.	LASOTA	2		
228.	CLONE 30	2		
229.	STARTER 50KG	5		
230.	GROWER 50KG	13		
231.	FINISHER 50KG	5		
232.	COLPRIM 1LT	1		
233.	SAWDUST	10		
234.	GUMBORO	1		
235.	LASOTA	2		
236.	CLONE 30	1		
237.	PIG GROWER 50KG	7		
238.	SOW & BOAR MEAL 50KG	10		
239.	PIPERAZINE 100G	10		
240.	MEAD PRIME START CRU 50KG	10		
241.	MEAD PRIME GROW PEL 50KG	10		
242.	MEAD PRIME FINISHER 50KG	10		
243.	COLIPRIM 1LT	1		
244.	TUBE FEEDER CHIC/300	4		
245.	DRINKING FRONT 12LT	4		
246.	DOXYCIP 50% 30G	6		
247.	HITET 120 500ML	1		
248.	IVOMEX 1% INJ 500ML	1		
249.	DECTOMAX 500ML	1		
250.	VALBAZIN SHEEP 5LT	1		
251.	WHOLE MAIZE 50KG	6		
252.	VMOL PROTEIN BLOCK 50KG	2		
253.	WHEAT BRAN 30KG	4		
254.	MEAD SWEET PEL 50KG	4		
255.	PIG FINISHER MEAL 50KG	2		
256.	PIG GROWER 50KG	2		
257.	PIG GROWER 50KG	10		
258.	MEAD PRIME GROW PEL 50KG	5		
259.	MEAD PRIME START CRUM	10		
260.	HITET 200 LA GOLD 500ML	2		
261.	IVOMEX 1% INJ 500ML	2		
262.	VALBAZIN SHEEP 5LT	2		
263.	CRUSHED MAIZE 50KG	15		



264.	PIG GROWER 50KG	5		
265.	MEAD PRIME GROW PEL 50KG	15		
266.	MEAD PRIME START CRUM	10		
267.	HITET 200 LA GOLD 500ML	2		
268.	CRUSHED MAIZE 50KG	8		
269.	DECTOMAX 500ML	1		
270.	POTATO SEED 25KG	50		
271.	2.3.4 (30) 50KG	10		
272.	LAN 28 50KG	6		
273.	PIG GROWER 50KG	7		
274.	MEAD PRIME GROW PEL 50KG	15		
275.	MEAD PRIME START CRUM	10		
276.	HITET 200 LA GOLD 500ML	2		
277.	IVOMEX 1% INJ 500ML	2		
278.	VIT BCO INJ 200ML	3		
279.	CRUSHED MAIZE 50KG	15		
280.	SAWDUST	10		
281.	SWEET FEED 50KG	4		
282.	ENERGY BLOCK	2		
283.	MASTER 20 50KG	4		
284.	PRODOSE ORANGE 1LT	1		
285.	DECTOMAX 500ML	1		
286.	HITET 500ML	1		
287.	ONE SHOT ULTRA	1		
288.	PULPYVAX	1		
289.	STARTER 50KG	3		
290.	COLOURED CHICKS 1 DAY OLD	150		
291.	GROWER 50KG	5		
292.	FINISHER 50KG	3		
293.	CRUSHED MAIZE 50KG	3		
294.	SAWDUST 40KG	15		
295.	STRESSPACK	2		
296.	LASOTA	2		
297.	CLONE 30	1		
298.	GUMBORO	1		
299.	COLIPRIME	1		
300.	COMPLEX FORTE	1		
301.	BROILERS WHITE CHICKS	200		
302.	STARTER 50KG	2		
303.	COLOURED CHICKS 1 DAY OLD	100		
304.	GROWER 50KG	4		
305.	FINISHER 50KG	3		
306.	CRUSHED MAIZE 50KG	10		



307.	SAWDUST 40KG	1		
308.	STRESSPACK	1		
309.	STARTER 50KG	5		
310.	COLOURED CHICKS 1 DAY OLD	100		
311.	GROWER 50KG	5		
312.	STRESSPACK	10		
313.	COLLIPRIM 1LT	5		
314.	SAWDUST	15		
315.	LASOTA	2		
316.	CLONE 30	1		
317.	GUMBORO	1		
318.	COLOURED CHICKS ONE DAY OLD	50		
319.	STARTER 50KG	3		
320.	GROWER 50KG	3		
321.	FINISHER 50KG	4		
322.	STRESSPACK	3		
323.	BROILER CHICKS ONE DAY OLD	70		
324.	LAYERS	70		
325.	CONSTANTIA UREA 00543	6		
326.	2.3.4(30) 50KG	5		
327.	ROUNDUP 1LT	3		
328.	2..3.4(30) 50KG	20		
329.	LAN 50KG	10		
330.	POTATOE SEEDS 50KG	100		
331.	PARAQUAT 20LT	1		
332.	ROUNDUP 20LT	1		
333.	KEMPRINE 1LT	4		
334.	CABBAGE SEEDLINGS	2000		
335.	2.3.4(30) 50KG	7		
336.	KARATE 1LT	1		
337.	KNAPSACK 16LT	1		
338.	LAN 50KG	5		
339.	CABBAGE SEEDLINGS	2000		
340.	SPINACH SEEDLINGS	2000		
341.	BRINJOL SEEDLINGS	800		
342.	GREENPEPPER SEEDLINGS	800		
343.	BEANS SEEDS 2KG	5		
344.	KEMPRIN 1LT	3		
345.	2.3.4 (30) 50KG	1		
346.	HDPE 40mm CL8 P/M SABS	200		
347.	HYROMATIC VALVE PLASTIC 25mm	16		
348.	PVC RISER 1x300mm	16		



349.	COMPRESSION SADDLE 40mm x 1" 2 bolt	16		
350.	PLASTIC PIPLET 20mm	16		
351.	DRAG LINE HOSE 20mm PER METRE	576		
352.	GALV SPRINKLER STAND 20mm 600mm	16		
353.	AQ46 BACK NOZZLE 2.4mm	16		
354.	AQ46 RANGE NOZZLE 4.4mm	16		
355.	AQUA 46 PLASTIC FC SPRINKLER	16		
356.	HOSE CLAMPS Gs12	32		
357.	ROTA TWIN STAGE PETROL PUMP R210	1		
358.	GALV RED SOCKET 2"x 1 1/2	2		
359.	SPRINGBOK	2		
360.	ROUNDUP 20LT	1		
361.	DITHAMO 200G	20		
362.	MALASOL 100ML	10		
363.	CUTWORM 1KG	30		
364.	KEPMRINE 1L	12		
365.	2.3.4(30) 50KG	6		
366.	UREA	4		
367.	PLANT FOOD	25		
368.	CABBAGE SEEDLINGS	3000		
369.	SPINACH SEEDLINGS	5000		
370.	KARATE 1LT	1		
371.	2.3.4(30) 50KG	10		
372.	SPINACH SEEDLINGS	1200		
373.	CABBAGE SEEDLINGS	1200		
374.	BEANS 25KG	1		
375.	2.3.4 (30) 50KG	3		
376.	LAN 28 50KG	2		
377.	2.3.4 (30) 50KG	4		
378.	LAN 28 50KG	2		
379.	EFEKTO MOLE REPELLANT 100ML	6		
380.	KEMPRIM 200 EC 1LT	1		
381.	EFEKTO MALASOL 100ML	6		
382.	KNAKSAP 16LT	1		
383.	PIPE HDPE 32MM CLASS 10 PER M	200		
384.	S/W PLASSON COUPL RED 32MM X 25MM	2		
385.	PIPE HDPE 25MM CLASS 10 PER M	200		
386.	S/W PLASSON COUPL STR 25MM	4		



387.	SHEDCLOTH 3M X 1M 80% GREEN	70		
388.	SHEDCLOTH 3M X 1M 40% GREEN	70		
389.	JIFFTY PROPAGATION DOME TRAY LARGE 130517	5		
390.	JIFFTY PROPAGATION DOME LID LARGE 130516	5		
391.	JIFFTY 60 CAVITY TRAY 40MM X 45MM 130507	5		
392.	VERMICULATE 10KG	10		
393.	SEEDLING MIX 60DM GROMOR	10		
394.	2.3.4 (30) + 0.5 Zn	4		
395.	BIO CARE ALL PURPOSE 40KG	22		
396.	FERTILIZER 2.3.4 (30) 50KG	45		
397.	FERTILIZER LAN 28 50KG	15		
398.	SWEET FEED 50KG	5		
399.	ENERGY BLOCK	5		
400.	PROTEIN BLOCK	5		
401.	PIG GROWER 50KG	10		
402.	STARTER 50KG	25		
403.	CHICKEN GROWER 50KG	30		
404.	ROUND UP 20L	7		
405.	FEARTHER PLUCKER MACHINE 50CM	1		
406.	POULTY CHICKEN FISH ANIMAL EXTRUDER PELLET MAKING MACHINE	1		
	Amount Excluding VAT			
	VAT			
	Total Amount			

I, the undersigned, hereby declare that the information provided above is true and if found otherwise agrees that my submission must be disqualified.

.....
Name

.....
Signature

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Position

.....
Signature



- Letter of Consent and Letter of Good Standing are compulsory for a Bidder to be responsive or to be considered for functionality, failure to do so will lead to disqualification

COMMISSIONER OF OATH:
RANK
<i>Official Stamp</i>

