



**DEPARTMENT: PUBLIC WORKS**

**SUPPLY AND DELIVERY OF FILTER MEDIA AT SAULSPOORT  
WATER TREATMENT WORKS**

**BID NO: PW003/2022**

**BID SUBMITTED BY:**

**NAME OF BIDDING ENTITY** : .....

**ADDRESS** : .....

**CONTACT NUMBER** : .....

**CONTACT PERSON** : .....

**ISSUED BY:**

Dihlabeng Local Municipality  
No. 9 Muller Street  
P.O. Box 551  
**BETHLEHEM**  
9700

**Tel. No.:** (058) 303 5732

**Fax No.:** (058) 303 4703

**CLOSING DATE : 18 FEBRUARY 2022**

## **BIDDER'S QUESTIONNAIRE**

NO.	QUESTION	BIDDER'S RESPONSE
1	Have you initialed all the pages of the BID document?	* YES / NO
2	Have you completed and signed the Returnable Schedules?	* YES / NO
3	Have you completed/signed and submitted all relevant information as requested by the Evaluation Schedules <b>(as and when required)?</b>	* YES / NO
4	Have you submitted <b>Tax Clearance reference number and tax compliance status pin?</b>	* YES / NO
5	Have you completed and signed the MBD 4 form - Declaration of Interest?	* YES / NO
6	Have you completed the Questionnaire (MBD 5) regarding the declaration for procurement above R10 million and submitted your Company's latest three years audited financial statements <b>(as and when required)?</b>	* YES / NO
7	Have you taken note of the contents of part 5 of MBD 6.1 to substantiate your B-BBEE rating claims, and have you submitted an <b>original and valid or certified copy</b> of your Company's B-BBEE certificate to qualify for preference points?	* YES / NO
8	Have you completed and signed the following forms: - MBD 7.1 Form – Contract form for purchase of goods/works? - MBD 7.2 Form - Contract Form for rendering of Services? <b>(as and when required)</b>	* YES / NO
9	Have you completed and signed the MBD 8 – Declaration of bidder's past Supply Chain Management Practices and MBD 9 – Certificate of Independent Bid Determination?	* YES / NO
10	Have you completed the Form of Offer (C1.1) in <b>WORDS</b> as well as in <b>FIGURES</b> ?	* YES / NO
11	Have you completed and signed Part 2 of C 1.2 (Contract Data)?	* YES / NO
12	Have you completed the MBD 3.3 form and carried over your tendered price (Vat inclusive) to Form of offer (C 1.1)?	* YES / NO

\* Delete whichever is not applicable

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**Signature**

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**Date**

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**Position**

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**Name of Bidder**

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

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**Witness:** Initial .....

DIHLABENG LOCAL MUNICIPALITY

CONTRACT NUMBER: PW003/2022

BID DOCUMENT

**SUPPLY AND DELIVERY OF FILTER MEDIA AT SAULSPOORT WATER TREATMENT WORKS**

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY: .....

PHYSICAL STREET ADDRESS	POSTAL ADDRESS

TELEPHONE NUMBER : .....

FAX NUMBER : .....

E-mail ADDRESS : .....

DATE : .....

**Bidder:** Initial of authorized signatory/ies 1.....

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## BID DOCUMENT

**SUPPLY AND DELIVERY OF FILTER MEDIA AT SAULSPOORT WATER TREATMENT WORKS**

## THE BID

## PART T1 Bidding Procedures

T1.1 Bid Notice and Invitation to Bid

T1.2 Bid Data

Standard Conditions of Tender

## PART T2 Returnable Documents (All documents / schedules are returnable)

T2.1 List of Returnable Documents

T2.2 Returnable Schedules (Included in T2.1)

The following documents must be completed and signed (where applicable) and submitted as a complete set.

Document		Colour of pages
Number	Heading	
T1.1	Bid Notice and Invitation to Bid	White
T1.2	Bid Data	White
	Standard Conditions of Tender	White
T2.1	List of Returnable Documents	White
T2.2	Returnable Schedules(Included in T 2.1)	White
C1.1	Form of Offer and Acceptance	White
C1.2	Contract Data	White
C2.1	Pricing Instructions	White
C2.2	Activity Schedule	White
C3	Scope of Work	White

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## INVITATION TO BID

### DIHLABENG LOCAL MUNICIPALITY

Suitable offers are hereby invited for the following bids:

Bid Name	Bid No.	Compulsory Briefing Session	CIDB Grading	Evaluation and Adjudication Criteria and Preference Points	Closing Date	Enquiries
Appointment of a service provider for Supply and delivery of filter media at Saulspoort water treatment works	PW003/2022	N/A	N/A	<b>Bids will be evaluated on:</b> <ul style="list-style-type: none"> <li>• Stage 1: Responsiveness</li> <li>• Stage 2: Financial Offer and Preference Evaluation (80/20 Scoring Points)</li> <li>Stage 3: Risk Analysis</li> </ul>	18 <sup>th</sup> February 2022	Mr. L Ramulwela Tel.: 058 303 5732 lawrencer@dihlabeng.co.za

Bid documents will be available from **12:00 on Monday 7<sup>th</sup> February 2022**, upon payment of a cash non-refundable document fee of R1 000,00 per set, at the Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700.

Please note that tender document can also be accessed/download for free on the Dihlabeng Local Municipality website <http://www.dihlabeng.gov.za/strategic-documents/bid-documents>. And on eTender Portal.

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and must be sealed together with supporting documents and externally endorsed **WITH THE CONTRACT NUMBER AND DESCRIPTION** and placed in bid box, on the Ground Floor, Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700 not later than **12:00 on or before the date stipulated above.**

Bidders' attention is specifically drawn to the provisions of the bid rules and evaluation criteria (including Functionality) which are included in the bid documents. The highest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid not suitably endorsed or comprehensively completed. Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the Dihlabeng Local Municipality.

**The compulsory documents stated in the document must be submitted together with the Bid Document**

With effect from 1 July 2016, Dihlabeng Local Municipality must use and verify suppliers registered on the Central Supplier Database - <https://secured.csd.gov.za/>.

**Failure to register will result in Dihlabeng Local Municipality not being able to conduct business with your company/ entity.**

Bids will be opened in public as soon as possible after the closing time. The municipality reserves the right to reject any and all bids at any time.

***Everyone, Every Household, Every Entity – A Testimonial of our Excellent Service!***



**B Molatseli**  
MUNICIPAL MANAGER

9 Muller Street East  
P.O. Box 551  
BETHLEHEM  
9700

[www.dihlabeng.gov.za](http://www.dihlabeng.gov.za)

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## BID DOCUMENT

**SUPPLY AND DELIVERY OF FILTER MEDIA AT SAULSPOORT WATER TREATMENT WORKS****Bid Data (T1.2)**

CLAUSE NUMBER	
	<p>The Standard Conditions of Bid for procurement makes several references to the Bid Data for details that apply specifically to this Bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Bid for procurement other than disposals.</p> <p>Each item of data given below is cross-referenced to the relevant clause in the above mentioned Standard Conditions of Bid</p>
1.1	The Employer is Dihlabeng Local Municipality
1.2	<p>The single volume approach is adopted for this contract.</p> <p>The list of Returnable Documents identifies which of the documents a bidder must complete when submitting a bid offer. The bidder must submit the bid offer by completing the Returnable Documents including the fully priced Pricing Schedule, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the single volume procurement document back to Dihlabeng Local Municipality bound up as it was when it was received.</p> <p>The bid documents issued by the Employer comprise of the following:</p> <p><b>Bid</b>  <b>Part T1: Bidding procedures</b>  T1.1 – Bid notice and invitation to bid  T1.2 – Bid data  T1.3 – Standard Conditions of Bid</p> <p><b>Part T2: Returnable documents</b>  T2.1- List of returnable documents  T2.2 – Returnable schedules</p> <p><b>CONTRACT</b>  <b>Part C1: Agreements and contract data</b>  C1.1 Form of offer and acceptance  C1.2 Contract data</p> <p><b>Part C2: Pricing Schedule</b>  C2.1 Pricing Instructions  C2.2 Priced fees and disbursements</p> <p><b>Part C3: Scope of work</b>  C3 Scope of work</p>

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<b>1.3</b>	<p>The employer's agent is:</p> <p><b>Name:</b> Ms H Crawley  <b>Capacity:</b> Consultant: RudNat Projects  <b>Address:</b> 92 Warden Street, Harrismith  <b>Tel.:</b> 083 453 6101  <b>E-mail:</b> rudnat@isat.co.za</p>
<b>1.4</b>	A competitive negotiation procedure will not be followed
<b>2.1</b>	<p>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</p> <p><b>1.</b> Bidder has the managerial capacity, reliability and experience regarding the nature of the project</p>
<b>2.2</b>	No briefing session required.
<b>2.3</b>	The closing date for submission of Bid offer is <b>18 February 2022</b>
<b>2.4</b>	No alternative offers will be accepted
<b>2.5</b>	Additional copies of the bid offer will not be required
<b>2.6.1</b> <b>2.6.2</b>	<p>The employer's address for delivery of bid offer and identification details to be shown on such bid offer package are:</p> <p><b>Location of Bid box:</b> Dihlabeng Local Municipality  <b>Physical address:</b> No. 9 Muller Street East, Bethlehem, 9700</p> <p><u>Identification details:</u>  As indicated in the bid notice</p>
<b>2.7</b>	A two-envelope procedure will not be followed.
<b>2.8</b>	The bidder is required to submit with the bid Tax Clearance reference number and tax compliance status pin issued by the South African Revenue Services
<b>2.9</b>	<p>The location for opening of the bid offers, immediately after the closing time thereof shall be at:</p> <p><b>Time:</b> 12H00 on the 18 February 2022  <b>Location:</b> Supply Chain Office, No. 9 Muller Street East, Bethlehem, 9700</p>
<b>3.0</b>	<p>The procedure for the evaluation of responsive bids is as per Preferential Procurement Policy Framework Act, Act 50 of 2000 and Regulations of 2011.</p> <p>Bids will be evaluated in Three (3) Stages:</p> <p>Stage 1 – Responsiveness  Stage 2 – Financial Offer and Preference  Stage 3 – Risk Analysis</p>

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	<p><b>Stage 1 – Responsiveness</b></p> <p>The following submissions are the requirements for evaluating each bid for responsiveness. The Bidder who failed to submit the following results in immediate disqualification:</p> <ul style="list-style-type: none"> <li>(i) Attach Proof of attendance of bid briefing and visit to site (Briefing Session Attendance Form). If applicable</li> <li>(ii) Attach Company registration document (CK).</li> <li>(iii) Attach Joint Venture Agreement and Power of Attorney, if applicable.</li> <li>(iv) Attach Proof of payment (municipal account/statement) of Municipal Services, which is not more than three (3) months old and not more than ninety (90) days in arrears. If Municipal Services are paid by the Lessee, a copy of municipal account/statement and a valid Lease Agreement (<b>indicating the municipal account payer and the validity period of the contract</b>) must be attached, in the case where the municipal services are paid by the Landlord/owner, a valid Lease Agreement (<b>indicating the municipal account payer and the validity period of the contract</b>) must be attached.</li> <li>(v) The document must be completely filled in <b>Black Ink</b> &amp; corrections are countersigned.</li> <li>(vi) Bill of Quantities <b>must</b> be completely filled with <b>black ink</b> not pencil</li> <li>(vii) A rate/amount is to be entered against all items in the schedule of fees/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage.</li> <li>(viii) The bidder completed and signed all prescribed and <b>compulsory</b> bid forms.</li> <li>(ix) Proof of CIDB Grading Compliant. If applicable</li> <li>(x) Proof of CSD Registration Report which is <b>Valid/Compliant</b> from the date of availability of tender document.</li> <li>(xi) Tenderer must provide a valid Quality Management System (QMS) that is currently in implementation;</li> <li>(xii) The Tenderer shall provide Manufacturer Safety Data Sheet. MSDS provided should include the following information but not limited to: Hazardous ingredients, Hazardous identification, Physical and Chemical characteristics, Health and first aid, exposure controls/personal protection, Accident release measures, Disposal considerations, transportation, Toxicology, Regulatory and other information.</li> </ul>
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## **Stage 2 Financial Offer and Preference Evaluation**

### **1. Price: 80 Points (Maximum)**

Each Bid will be evaluated in terms of price and preference in accordance with the Preferential Procurement Regulations 2017 (Government Gazette No. 40553 dated 20 January 2017).

#### **80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million**

The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for bid or offer under consideration;

Pt = Price of bid or offer under consideration, and;

Pmin = Price of lowest acceptable bid or offer.

\*Points scored must be rounded off to the nearest 2 decimal places.

### **2. Preference : 20 Points (Maximum)**

The following table must be used to calculate the scored for preference (Maximum 20) for B-BBEE status level:

<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>NUMBER OF POINTS</b>
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

### **3. Total Points (Stage 3) : 100 Points (Maximum)**

Points scored for price and preference will be added (Price + Preference) and used to determine the Tenderer with the highest number of points.

- (1) A tenderer must submit proof of its B-BBEE status level of contributor.
- (2) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but
  - (a) May only score points out of 80 for price; and
  - (b) Scores 0 points out of 20 for B-BBEE.
- (3) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- (4) The points scored by a tenderer for B-BBEE in terms of sub regulation (2) must be

3.1

	<p>added to the points scored for price under sub regulation (1).</p> <p>(5) The points scored must be rounded off to the nearest two decimal places.</p> <p>(6) Subject to sub regulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.</p> <p>(7) (a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.</p> <p>(b) The organs of state may</p> <p>(i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;</p> <p>(ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;</p> <p>(iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender. (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.</p> <p><b><u>Stage 4: Risk Analysis</u></b></p> <p>Risk analysis will be performed to ascertain if any of the following, as relevant, present an unacceptable commercial risk to employer.</p> <p><b>Acceptance of Bid Offer</b></p> <p>Bid offer will only be accepted if:</p> <p>a) The Bidder has submitted, with the offer, all relevant documentation as required in stage 1</p> <p>b) The bidder or any of its directors is not listed on the register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.</p> <p>c) The Bidder is not in arrears for more than 3 months with Municipal rates and taxes and Municipal Service Charges;</p> <p>d) The Bidder has not:</p> <p>(i) Abused the Employer's Supply Chain Management System or</p> <p>(ii) Failed to perform on any previous contract</p> <p>(e) Tenderer have provided a VALID CIDB grading certificate if applicable.</p> <p>(f) Tenderer have provided a valid Quality Management System if applicable.</p> <p>(g) Tenderer has completed all the relevant applicable forms.</p>
<b>3.2</b>	The number of paper copies of the signed Contract to be provided by the Employer is one.

BID DOCUMENT

**SUPPLY AND DELIVERY OF FILTER MEDIA AT SAULSPOORT WATER TREATMENT WORKS**

STANDARD CONDITIONS OF TENDER

F.1 General

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

a) Comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration

b) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

c) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

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## F.2 Tenderer's obligations

### F.2.1 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

### F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

### F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

### F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

### F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

### F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting are stated in the tender data.

### F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

### F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

### F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### F.2.11 Alterations to documents

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Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

#### F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

#### F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in Mack ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data.

The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

#### F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

#### F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

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#### F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

#### F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer *elect* to do so.

#### F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

#### F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

#### F.2.20 Submit securities, bonds, policies, etc.

If requested, submit to the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

#### F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

#### F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data

#### F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

### F.3 The employer's undertakings

#### F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

#### F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

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2.....

**Witness:** Initial .....

Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

#### F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

#### F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

#### F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open Only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advice tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

#### F.3.6 Nondisclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

#### F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

#### F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender;
- b) has been properly and fully completed and signed, and;
- c) is responsive to the other requirements of the tender documents;

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

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**Witness:** Initial .....

- b) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

#### F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

#### F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

#### F.3.11 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

#### F.3.12 Acceptance of tender offer

F.3.12.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.12.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

#### F.3.13 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

#### F.3.14. Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

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2.....

**Witness:** Initial .....



- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

#### F.3.15 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of Offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

#### F.3.16 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

#### F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

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2.....

**Witness:** Initial .....

**SUPPLY AND DELIVERY OF FILTER MEDIA AT SAULSPOORT WATER TREATMENT WORKS**

**BID DOCUMENT**

**LIST OF RETURNABLE DOCUMENTS**

**1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES**

- |     |            |  |
|-----|------------|--|
| 1.1 | Schedule 1 | : Resolution of Board of Directors                                 |
| 1.2 | Schedule 2 | : Resolution of Board of Directors to enter into consortia or JV's |
| 1.3 | Schedule 3 | : Special Resolution of Consortia or JV's                          |
| 1.4 | Schedule 4 | : Schedule of proposed sub-contractors                             |
| 1.5 | Schedule 5 | : Commitments of Tenderer  |
| 1.6 | Schedule 6 | : Compulsory enterprise questionnaire                              |

**2. COMPULSORY MUNICIPAL BID DOCUMENTATION**

- |     |         |  |
|-----|---------|--|
| 2.1 | MBD 2   | : Tax clearance certificate                                      |
| 2.2 | MBD 4   | : Declaration of Interest  |
| 2.3 | MBD 6.1 | : Preference Certificate   |
| 2.4 | MBD 6.2 | : Local Production And Content                                   |
| 2.5 | MBD 7.1 | : Contract Form - Purchase Of Goods/Works                        |
| 2.6 | MBD 7.2 | : Contract form-rendering of services                            |
| 2.7 | MBD 7.3 | : Contract Form - Sale Of Goods/Works                            |
| 2.8 | MBD 8   | : Declaration of bidder's past supply chain management practices |
| 2.9 | MBD 9   | : Certificate of Independent Bid Determination                   |

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

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2.....

**Witness:** Initial .....

## SCHEDULE 1

### RESOLUTION OF BOARD OF DIRECTORS

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

**RESOLVED that:**

The Enterprise submits a Bid / Tender to Dihlabeng Local Municipality in respect of the following project:

**SUPPLY AND DELIVERY OF FILTER MEDIA AT SAULSPOORT WATER TREATMENT WORKS**

**CONTRACT NUMBER: PW003/2022**

1. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: : \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: : \_\_\_\_\_

be, and is hereby, authorized to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
5			
6			

- Delete which is not applicable

**NB** : This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

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**Witness:** Initial .....

2.....

## SCHEDULE 2

### RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_  
(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

**RESOLVED that:**

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

\_\_\_\_\_  
(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

2. to Dihlabeng Local Municipality in respect of the following project:  
**SUPPLY AND DELIVERY OF FILTER MEDIA AT SAULSPOORT WATER TREATMENT WORKS**

**CONTRACT NUMBER: PW003/2022**

3. \*Mr/Mrs/Ms:

\_\_\_\_\_  
in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise) and who will sign as follows:

\_\_\_\_\_  
be, and is hereby, authorized to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

4. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
5. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

20

2.....  
**Witness:** Initial .....

Postal Address : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Telephone number : \_\_\_\_\_ (code)

Fax number : \_\_\_\_\_ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

\* Delete which is not applicable

**NB** : This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

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2.....

**Witness:** Initial .....

**SCHEDULE 3:**

**SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES**

**RESOLUTION** of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

**RESOLVED that:**

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Dihlabeng Local Municipality in respect of the following project: **SUPPLY AND DELIVERY OF FILTER MEDIA AT SAULSPOORT WATER TREATMENT WORKS**

**CONTRACT NUMBER: PW003/2022**

A. Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the

Enterprise)and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorized to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

\_\_\_\_\_

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

22

2.....

**Witness:** Initial .....

- C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.
- D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.
- E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.
- F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Postal Address : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Telephone number : \_\_\_\_\_ (code)

Fax number : \_\_\_\_\_ (code)

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

23

2.....

**Witness:** Initial .....

10			
----	--	--	--

\* Delete which is not applicable

**NB** : This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

24

2.....

**Witness:** Initial .....



#### **SCHEDULE 4**

#### **SCHEDULE OF PROPOSED SUB-CONTRACTORS**

We notify you that it is our intention to employ the following sub-contractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed sub-consultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	<b>Name and address of proposed sub-contractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with sub-contractor</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			

<b>Name of representative</b>	<b>Signature</b>	<b>Capacity</b>	<b>Date</b>

<b>Name of organization:</b>	
------------------------------	--

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

25

2.....

**Witness:** Initial .....

**SCHEDULE 5**  
**COMMITMENTS OF TENDERER**

**LIST OF RELATED ENGAGEMENT CURRENTLY INVOLVED WITH:**

	Organizations	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Start Date	Scheduled date of completion
1							
2							
3							
4							
5							

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

2.....

**Witness:** Initial .....

## SCHEDULE 6

### COMPULSORY ENTERPRISE QUESTIONNAIRE

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

**Section 1: Name of enterprise:**

.....

**Section 2: VAT registration number, if any:**

.....

**Section 3: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal Income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 4: Particulars of companies and close corporations**

Company registration number

.....

Close corporation number

.....

Tax reference number

.....

**Section 5: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

<input type="checkbox"/>	A member of any municipal council	<input type="checkbox"/>	A employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public finance Management Act, 1999 (Act 1 of 1999)
<input type="checkbox"/>	A member of any provincial legislation	<input type="checkbox"/>	A member of an accounting authority of any national or provincial public entity
<input type="checkbox"/>	A member of the National Assembly or the National Council of Province	<input type="checkbox"/>	A employee of Parliament or a provincial legislature
<input type="checkbox"/>	A member of the board of directors of any municipal entity	<input type="checkbox"/>	An official of any municipality or municipal entity

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

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2.....

**Witness:** Initial .....

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service	
		Current	Within last 12 months

#### Section 6: Records of spouses, children and parents in the service of the state

Indicate by making the relevant boxes with a cross, if any spouses, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

	A member of any municipal council		An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management act, 1999 (act 1 of 1999)
	A member of any provincial legislature		A member of an accounting authority of any national or provincial public entity
	A member of the National Assembly or the National Council of Province.		An employee of Parliament or a provincial legislature
	A member of the board of directors of any municipal entity		A official of any municipality or municipal entity

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\* insert separate page if necessary

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of frauds or corruption;

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

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2.....

**Witness:** Initial .....

- |     |  |
|-----|--|
| iv) | confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and |
| v)  | confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.  |

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

Name : \_\_\_\_\_ Position : \_\_\_\_\_

Enterprise: \_\_\_\_\_

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

2.....  
**Witness:** Initial .....

## **MBD 2: TAX CLEARANCE CERTIFICATE**

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

1. In order to meet this requirement bidders are required to complete in full form TCC001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids. Form TCC 001 is available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. **Valid Tax Clearance reference number and tax compliance status pin must be submitted together with the bid. Failure to submit Tax Clearance reference number and tax compliance status pin will result in the invalidation of the bid.**
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
6. Exemption to the provision of a Tax Clearance Certificate will be granted provided that:
  - a) The bidder is registered on the vendor database of the municipality and a valid tax clearance certificate was submitted together with the application for registration
  - b) If the closing date of the price quotation or bid falls within the expiry date of the tax clearance certificate that is in the municipality's possession.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

30

2.....

**Witness:** Initial .....

## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state\*.
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 and/or take an oath declaring his/her interest.

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

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state\* **YES / NO**

3.6.1 If so, furnish particulars.

.....

.....

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

3.7.1 If so, furnish particulars.

.....

.....

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

3.8.1 If so, furnish particulars.

.....

.....

\* 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.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

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2.....

**Witness:** Initial .....

3.9 Are you, aware of any relationship (family, friend, other) between a 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**

3.9.1 If so, furnish particulars

.....

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

3.10.1 If so, furnish particulars.

.....

.....

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

3.11.1 If so, furnish particulars.

.....

#### **CERTIFICATION**

**I, THE UNDERSIGNED (NAME)**

.....

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

**Witness:** Initial .....  
2.....



# DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1.	Are you by law required to prepare annual financial statements for auditing?	*YES / NO
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	*YES / NO
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	
2.2	If yes, provide particulars: ..... ..... .....	
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	*YES / NO
3.1	If yes, provide 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, provide particulars: ..... ..... .....	

\* Delete which is not applicable

## 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

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

2.....  
Witness: Initial .....

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT  
REGULATIONS 2011**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 The value of this bid is estimated to be above R 1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	<b>80</b>
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

1.5. 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**

2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

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2.....

**Witness:** Initial .....

- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.10 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less;
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 1.14.1 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person, and;
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

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

### 4. POINTS AWARDED FOR PRICE

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

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2.....

**Witness:** Initial .....

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

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

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

Where

Ps = Points scored for comparative price of bid under consideration  
 Pt = Comparative price of bid under consideration  
 Pmin = Comparative price of lowest acceptable bid

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

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

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

- 5.1 All bidders will have to submit BEE rating certificates, issued by either verification agencies accredited by the South African Accreditation System (SANAS) or sworn affidavits in a case of Exempted Micro Enterprises or Qualifying Small Enterprise.

**NB: On 30<sup>th</sup> September 2016 IRBA (Independent Regulatory Board for Auditors) has withdrawn from the regulation of the B-BBEE verification industry, therefore, the South African National Accreditation System (SANAS) will remain as the only national accreditation body offering this service until such time as the Department of Trade and Industry (DTI) defines a new regulatory structure for the B-BBEE verification industry.** Any enterprise with an annual Total Revenue of R 10 million or less qualifies as an Exempted Micro-Enterprise.

- 5.2 Exempted Micro-Enterprises are deemed to have B-BBEE Status of "Level Four Contributor" having a B-BBEE procurement recognition of 100% in terms of the Codes of Good Practice..
- 5.3 An Exempted Micro Enterprise (EME) with at least 51% black ownership qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.
- 5.4 An Exempted Micro Enterprise with 100% black ownership qualifies as a Level 1 contributor with BBBEE level of 135% in terms of the Codes of Good Practice.
- 5.5 An Exempted Micro Enterprise that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with BBBEE level of 135% in terms of the Codes of Good Practice.
- 5.6 An Exempted Micro Enterprise that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

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2.....

Witness: Initial .....

- 5.7 A Qualifying Small Enterprise (QSE) with at least 51% black ownership qualifies as a Level 2 contributor.
- 5.8 A QSE with 100% black ownership qualifies as a Level 1 contributor.
- 5.9 A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with BBEE level of 125% in terms of the Codes of Good Practice.
- 5.10 A QSE with less than 51% black ownership is required to submit a BBEE level verification certificate issued by BBEE verification professional.
- 5.11 A Trust, consortium or joint venture: must submit a B-BBEE status level certificate in order to qualify for points; will qualify for points as an unincorporated entity provided, that they submit their consolidated scorecard is prepared for separate tender; and where no consolidated scorecard exists, the weighted average (in accordance with participation percentages) will be used and rounded off to the nearest status level.
- 5.12 If a service is provided by only tertiary institutions, such services must be procured from the tertiary institutions identified by means of bidding process. Tertiary institutions must submit their B-BBEE status in terms of the B-BBEE Codes of Good Practice Specialized Scorecard.
- 5.13 Sub-Contracting:
- 5.14 B-BBEE points must not be awarded to a tenderer who intends subcontracting more than 25% of the value of the contract to an enterprise that does not qualify for at least the points that such contractor qualifies for, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.
- 5.15 A person awarded a contract may not sub-contract more than 25% of the value of the contract to an enterprise that does not have an equal or higher B-BBEE status level, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.
- 5.16 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 prescribed minimum threshold.
- 5.17 If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.
- 5.18 If an organ of state applies subcontracting as contemplated in paragraph above, the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to- an EME or QSE which is at least 51% owned by black people;
- 5.19 an EME or QSE which is at least 51% owned by black people who are youth;
- 5.20 an EME or QSE which is at least 51% owned by black people who are women; (iv)
- 5.21 an EME or QSE which is at least 51% owned by black people with disabilities;
- 5.22 an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- 5.23 A co-operative which is at least 51% owned by black people;
- 5.24 An EME or QSE which is at least 51% owned by black people who are military veterans; (viii) an EME or QSE.
- 5.25 In addition, the revised Regulations address the objectives of Industrial Policy Action Plan, especially those aimed at promoting the procurement of domestically produced goods and services.
- 5.26 a tenderer sub-contracting a minimum of 30% to –
- 5.26.1 an EME or QSE which is at least 51% owned by black people;
- 5.26.2 an EME or QSE which is at least 51% owned by black people who are youth;
- 5.26.3 an EME or QSE which is at least 51% owned by black people who are women;
- 5.26.4 an EME or QSE which is at least 51% owned by black people with disabilities;
- 5.26.5 an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- 5.26.6 A co-operative which is at least 51% owned by black people; (vii) an EME or QSE which is at least 51% owned by black people who are military veterans; (viii) an EME or QSE.
- 5.26.7 A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

## 6. BID DECLARATION

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

## 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: ..... = ..... (maximum of 20 points)  
**(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).**

## 8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?

.....%

(ii) the name of the sub-contractor?

.....

(iii) the B-BBEE status level of the sub-contractor?

.....

(iv) weather the sub-contractor is an EME? YES / NO (delete which is not applicable)

## 9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm : .....

9.2 VAT registration number : .....

9.3 Company registration number : .....

9.4 TYPE OF COMPANY / FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

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**Witness:** Initial .....  
2.....

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated: .....

Registered Account Number : .....

Stand Number : .....

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

.....

9.9 I/we, the undersigned, who is / are duly authorized to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) Disqualify the person from the bidding process;
  - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (d) 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;
  - (e) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (f) Forward the matter for criminal prosecution.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

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2.....

**Witness:** Initial .....

**WITNESSES:**

1. ....

2. ....

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, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: 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, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

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

- 1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

### 2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

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**Witness:** Initial .....

- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. **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>
_____	_____ %
_____	_____ %
_____	_____ %

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

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

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

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

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

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

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

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

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2.....

**Witness:** Initial .....

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?  
(**Tick applicable box**)

YES		NO	
-----	--	----	--

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....  
(b) Practice number: .....  
(c) Telephone and cell number: .....  
(d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER 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 Municipality / Municipal Entity):  
.....

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/industrialdevelopment/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

(ii) the declaration templates have been audited and certified to be correct.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

2.....

**Witness:** Initial .....

(c)The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 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 4.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Municipality /Municipal Entity 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 / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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

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

## Annex C

### Local Content Declaration - Summary Schedule

(C1)	Tender No.											<b>Note:</b> VAT to be excluded from all calculations	
(C2)	Tender description:												
(C3)	Designated product(s)												
(C4)	Tender Authority:												
(C5)	Tendering Entity name:												
(C6)	Tender Exchange Rate:	Pul		EU		GBP							
(C7)	Specified local content %												

Calculation of local content									Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content %(per item)		Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

2.....

Witness: Initial .....

[illegible]

**Bidder:** Initial of authorized signatory/ies 1.....

**Witness:** Initial .....

### Imported Content Declaration - Supporting Schedule to Annex C

**Note:** VAT to be excluded from all calculations

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender ExchangeRate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
								(D19) Total exempt imported value		R	
										This total must correspond with Annex C - C 21	
B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

**DLM:** Initial.....

2.....

**Witness:** Initial .....

[illegible]

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

**2.....**

**Witness:** Initial .....



## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

(E1)  
)  
(E2)  
)  
(E3)  
)  
(E4)  
)  
(E5)  
)

**Note:** VAT to be excluded from all calculations

<b>Tender No.</b>	
<b>Tender description:</b>	
<b>Designated products:</b>	
<b>Tender Authority:</b>	
<b>Tendering Entity name:</b>	

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6) )	(E7)	(E8) )
	(E9) Total local products (Goods, Services and Works)		R
(E10)	<b>Manpower costs</b>	( Tenderer's manpower cost)	R
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R
(E12)	<b>Administration overheads and</b>	(Marketing, insurance, financing, interest etc.)	R

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

2.....  
**Witness:** Initial .....

[illegible]

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

50

Witness: Initial ..... 2.....

**Witness:** Initial .....

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

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

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) ..... in accordance with the requirements and 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 time of 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);
    - Technical Specification(s);
    - 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 goods and/or works 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 (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2. ....

DATE:.....

**Bidder:** Initial of authorized signatory/ies 1.....**DLM:** Initial.....

51

2.....

**Witness:** Initial .....

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

### PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

--

WITNESSES

1. ....

2. ....

DATE .....

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

52

**Witness:** Initial .....  
2.....

# CONTRACT FORM - RENDERING OF SERVICES

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)

7. 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: **PW003/2022** at the price/s quoted. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (iv) 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;
  - (v) General Conditions of Contract; and
  - (vi) Other (specify)
9. 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.
10. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
12. I confirm that I am duly authorized to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

53

2.....

**Witness:** Initial .....

# CONTRACT FORM - RENDERING OF SERVICES

## PART 2 (TO BE FILLED IN BY THE PURCHASER)

4. I, ..... in my capacity as .....  
accept your bid under Bid Number ..... dated ..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. 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.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

54

**Witness:** Initial .....  
2.....

## CONTRACT FORM - SALE OF GOODS/WORKS

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

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of 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);
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - 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) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(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 fulfillment of this contract.
  
5. I undertake to make payment for the goods/works as specified in the bidding documents.
  
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1. ....

2. ....

DATE: .....

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

55

**Witness:** Initial ..... 2.....

**CONTRACT FORM - SALE OF  
GOODS/WORKSPART 2 (TO  
BE FILLED IN BY THE SELLER)**

1. I..... in my capacity as.....  
accept your bid under reference number .....dated.....for  
the purchase of goods/works indicated hereunder and/or further specified in the  
annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and  
conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

56

2.....

**Witness:** Initial .....



**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	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 <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Bidder: Initial of authorized signatory/ies 1.....

DLM: Initial.....

57

2.....

Witness: Initial .....

4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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**

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

58

2.....

**Witness:** Initial .....

# **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

59

2.....

**Witness:** Initial .....

# **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.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

60

2.....

**Witness:** Initial .....

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation);
  - (c) Methods, factors or formulas used to calculate prices;
  - (d) The intention or decision to submit or not to submit a bid;
  - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

61

2.....

**Witness:** Initial .....

DIHLABENG LOCAL MUNICIPALITY

CONTRACT NUMBER: PW003/2022

**SUPPLY AND DELIVERY OF FILTER MEDIA AT SAULSPOORT WATER TREATMENT WORKS**

**BID DOCUMENT**

**C1.1 FORM OF OFFER AND ACCEPTANCE**

**FORM OF OFFER**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the following project:

**CONTRACT NUMBER: PW003/2022**

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 / consultant 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.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS THE  
FOLLOWING:**

**MBD 3.1:**

.....

..... (Amount in words);

R ..... (Amount 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 provider / consultant in the conditions of contract identified in the contract data.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

62

2.....

**Witness:** Initial .....

**Signature Block: Tenderer**

Signature .....

Date .....

Name .....

Capacity .....

Name of Organization .....

Address of Organization .....

.....

.....

Signature of Witness .....

Date .....

Name of witness .....

**\* Bidders have to complete the total of prices in words as well as in figures**

**FORM OF 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 / consultant the amounts due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offers 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
- Part C3 Scope of work.

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

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

63

2.....

**Witness:** Initial .....

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.

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 original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) 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 Block: Employer	
Signature .....	Date .....
Name.....	
Capacity.....	
<b>for the Employer</b>	Dihlabeng Local Municipality P.O. Box 551 Bethlehem 9700
Signature of Witness .....	Date .....
Name of Witness.....	

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

64

2.....

**Witness:** Initial .....



### **SCHEDULE OF DEVIATIONS**

1. Subject: \_\_\_\_\_

Details: \_\_\_\_\_

2. Subject: \_\_\_\_\_

Details: \_\_\_\_\_

3. Subject: \_\_\_\_\_

Details: \_\_\_\_\_

4. Subject: \_\_\_\_\_

Details: \_\_\_\_\_

By the duly authorized representatives signing this agreement, 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.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

65

2.....

**Witness:** Initial .....

DIHLABENG LOCAL MUNICIPALITY

**SUPPLY AND DELIVERY OF FILTER MEDIA AT SAULSPOORT WATER TREATMENT WORKS**

CONTRACT NUMBER: PW003/2022

BID DOCUMENT

C1.2 CONTRACT DATA

**PART 1: DATA PROVIDED BY THE EMPLOYER**

- a) The Employer is **Dihlabeng Local Municipality**
- b) The authorized and designated representative of the Employer is Mr L Ramulwela
- c) The address for receipt of communications is:
  - Address : No. 9 Muller Street East  
P.O. Box 551  
Bethlehem  
9700
  - Tel. No. : 058 303 5732
  - Fax No. : 058 303 4703
  - E-mail :
- d) The Project is: **SUPPLY AAND DELIVERY OF FILTER MEDIA AT SAULSPOORT WATER TREATMENT WORKS**
- e) The Period of Performance commences on the date of signature of the Form of Acceptance.
- f) The location for the performance of the Project is **the Municipal area of Dihlabeng.**
- g) The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- h) The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:
  - i) Appointing Subcontractors for the performance of any part of the Services,
  - ii) Appointing Key Persons or Personnel not listed by name in the Contract Data.
- j) Copyright of documents prepared for the Project shall be vested with the Employer.
- k) Interim settlement of disputes is to be by mediation
- l) Final settlement is by litigation
- m) In the event that the parties fail to agree on a mediator, the mediator is nominated by the South African Local Government Association (SALGA)
- n) Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within two (2) months from the date of termination or completion of the Contract.

**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

66

2.....

**Witness:** Initial .....

**PART 2:        DATA PROVIDED BY THE SERVICE PROVIDER**

The Service Provider is :

---

Address :

---

---

---

Telephone :

---

Facsimile :

---

The authorized and designated representative of the Service Provider is:

Name :

---

The address for receipt of communications is:

Address :

---

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Telephone :

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Facsimile :

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Email :

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**Bidder:** Initial of authorized signatory/ies 1.....

**DLM:** Initial.....

67

2.....

**Witness:** Initial .....

DIHLABENG LOCAL MUNICIPALITY

CONTRACT NUMBER: PW003/2022

**SUPPLY AND DELIVERY OF FILTER MEDIA AT SAULSPOORT WATER TREATMENT WORKS**

BID DOCUMENT

C2: PRICING SCHEDULE

**C2.1: PRICING INSTRUCTIONS**

- a) These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Pricing Schedule. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.
- b) The Pricing Schedule shall be read with all the documents which form part of this Contract.
- c) The following words have the meaning hereby assigned to them:

Unit	The Unit of measurement for each item of work in terms of the Scope of Work.
Rate	The payment per unit of work at which the tenderer tenders to do the work.

- d) The rates to be inserted in the Pricing Schedule are to be full inclusive for the work described under the several items. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit.
- e) A rate is to be entered against each item in the Schedule of Fees and Disbursements. An item against which no rate is entered will be accepted as a rate of nil having been entered against such items and covered by the other prices or rates in the schedule.
- f) All rates and sums of money quoted in the Pricing Schedule shall be in Rands and whole cents. Fractions of a cent shall be discarded.
- g) All travelling costs, accommodation, meals and other incidental costs are to be included in the time based costs.
- h) All prices and rates entered in the Pricing Schedule must be **exclusive of Value Added Tax (VAT)**.

**Bidder:** Initial of authorized signatory/ies 1.....

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2.....

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**SCHEDULE OF QUANTITIES**

**C2.2**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2.1	<b>SCHEDULE 2: SUPPLY OF FILTER MEDIA: SAULSPOORT WATER TREATMENT WORKS</b>				
	<b>Supply of Filter Media</b>				
2.1.1	Supply and delivery of 2-4mm silica grade filter media (40kg bags)	t	84		
2.2.2	Supply and delivery of 0,75mm - 1,2mm silica grade filter media (40kg bags)	t	256		
				Sub-total	
				VAT (15%)	
				Total	

**Bidder:** Initial of authorized signatory/ies 1.....

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2.....

**Witness:** Initial .....

## 1. SCOPE OF WORK

C3

### 1.1 General

#### 1.1.1 EMPLOYER'S OBJECTIVES

Dihlabeng Local Municipality intends to increase their bulk water supply in Fouriesburg / Mashaeng. The Third Phase of the Bulk Water Scheme is the construction of bulk water pipelines from Bethlehem Water Treatment Works to Birdcage Reservoirs in Bethlehem. This Project entails the supply and delivery of Filter Media to Saulspoort Water Treatment works.

#### 1.1.2 OVERVIEW OF THE WORKS

The contract will consist of the following:

- The supply and delivery and placing of filter media

#### 1.1.3 EXTENT OF THE WORKS

The Works will include the following major activities:

- Establish necessary personnel and equipment on site.
- Employ local labour from the communities.
- Procure and deliver materials to site.
- Supply and delivery of 2-4mm and 0,75-1,2mm silica grade filter media to site
- Removal of site establishment.

#### 1.1.4 LOCATION OF THE WORKS

The location of the works is located at the following coordinates

- Water Treatment Works: 28°13'00.84"S and 28°21'34.68" E