



WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY

SUPPLY AND DELIVERY OF SOCIAL & DISASTER RELIEF MATERIAL FOR 3 YEARS

CONTRACT NO: WMM 0064 SRM

3 JNUE 2022

ISSUED BY:

Issued and Prepared by:

WINNIE MADIKIZELA MANDELA

Community Services Department

Winnie Madikizela Mandela Street

Bizana

4800

Municipal Manager: Mr. L. Mahlaka

Contact Person: Mrs. L. Mhlembana

Tel: 039 251 0230

NAME OF TENDERER: _____

AMOUNT: _____

WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY



CONTRACT NO: WMM LM 0064 SRM

RE-ADVERT FOR SUPPLY & DELIVERY OF SOCIAL RELIEF MATERIAL FOR 3 YEARS FOR WINNIE
MADIKIZELA- MANDELA LM

Bid proposals are hereby invited from suitably qualified and accredited service providers who are interested to submit their proposals to tender for the above-mentioned project.

Bid documents can be downloaded from e-tender portal website. (www.etenders.gov.za) or Winnie Madikizela-Mandela Local Municipality Website (<https://www.winniemlm.gov.za/tenders/>)

| Evaluation Criteria | Total Points | Compulsory Briefing |
|------------------------|--------------|---------------------|
| 1. Previous Experience | 50 | N/A |
| 2. Methodology | 30 | |
| 3. Delivery Period | 20 | |

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

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

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

- CIPC Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 3 months),
- Valid Tax Clearance PIN provided by SARS
- Bid documents MBD1, MBD4, MBD6.1, MBD 6.2, MBD 6.4 MBD 8 and MDB 9
- Billing Clearance Certificate or Statement of Municipal Accounts confirming that no undisputed municipal accounts are overdue by more than 30 days and letter signed by the bidder declaring that all accounts have been disclosed and no account is more than 30 Days in areas
- A Valid BBBEE certificate (SANAS accredited) or as provided by dti
- In case of a joint venture, an original valid Tax Compliance Document of both partners should be submitted as well as a signed agreement by both parties clearly indicating the lead partner
- Threshold for local Content is 100%

NB: All attached documents will be subject to confirmation and No Bidder will be accepted if not registered on central supplier database (CSD).

Published Date: 03rd June 2022

Closing date: All tenders must be emailed to tenders.scm@mbizana.gov.za by no later than 06th July 2022 @ 12h00 after which they will be opened. All tenders must have a subject/ reference number

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

- Technical enquiries, please contact **Manager: Social Services:** Mrs. N. Mhlembana @ 071 465 8402 during working hours Email: mhlelembanal@mbizana.gov.za
- Supply Chain Management related enquiries, please contact Mr. Z. Khala at 079 886 0942 email: khalaz@mbizana.gov.za / info.scm@mbizana.gov.za during working hours

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

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)

| | | |
|-------------|---------------|---------------|
| BID NUMBER: | CLOSING DATE: | CLOSING TIME: |
|-------------|---------------|---------------|

| | |
|-------------|---|
| DESCRIPTION | SUPPLY AND DELIVERY OF SOCIAL RELIEF MATERIAL FOR 3 YEARS |
|-------------|---|

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE EMAIL TO

| |
|--|
| |
|--|

| |
|--|
| tenders.scm@mbizana.gov.za |
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SUPPLIER INFORMATION

| | |
|----------------|--|
| NAME OF BIDDER | |
|----------------|--|

| | |
|----------------|--|
| POSTAL ADDRESS | |
|----------------|--|

| | |
|----------------|--|
| STREET ADDRESS | |
|----------------|--|

| | | | | |
|------------------|------|--|--------|--|
| TELEPHONE NUMBER | CODE | | NUMBER | |
|------------------|------|--|--------|--|

| | |
|------------------|--|
| CELLPHONE NUMBER | |
|------------------|--|

| | | | | |
|------------------|------|--|--------|--|
| FACSIMILE NUMBER | CODE | | NUMBER | |
|------------------|------|--|--------|--|

| | |
|----------------|--|
| E-MAIL ADDRESS | |
|----------------|--|

| | |
|-------------------------|--|
| VAT REGISTRATION NUMBER | |
|-------------------------|--|

| | | | | | |
|-----------------------|----------|--|-----------|---------|--|
| TAX COMPLIANCE STATUS | TCS PIN: | | OR | CSD No: | |
|-----------------------|----------|--|-----------|---------|--|

| | | | |
|--|---|-------------------------------------|---|
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes <input type="checkbox"/> No | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | <input type="checkbox"/> Yes <input type="checkbox"/> No |
|--|---|-------------------------------------|---|

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

| | | | |
|--|--|---|--|
| 1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | 2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] |
|--|--|---|--|

| | | | |
|----------------------------------|--|-----------------|---|
| 3. TOTAL NUMBER OF ITEMS OFFERED | | TOTAL BID PRICE | R |
|----------------------------------|--|-----------------|---|

| | | | |
|------------------------|-------|------|--|
| 4. SIGNATURE OF BIDDER | | DATE | |
|------------------------|-------|------|--|

| | | | |
|--|--|--|--|
| 5. CAPACITY UNDER WHICH THIS BID IS SIGNED | | | |
|--|--|--|--|

| | |
|--|--|
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | TECHNICAL INFORMATION MAY BE DIRECTED TO: |
|--|--|

| | |
|------------|----------------|
| DEPARTMENT | CONTACT PERSON |
|------------|----------------|

| | |
|----------------|------------------|
| CONTACT PERSON | TELEPHONE NUMBER |
|----------------|------------------|

| | |
|------------------|------------------|
| TELEPHONE NUMBER | FACSIMILE NUMBER |
|------------------|------------------|

| | |
|------------------|----------------|
| FACSIMILE NUMBER | E-MAIL ADDRESS |
|------------------|----------------|

| | |
|----------------|--|
| E-MAIL ADDRESS | |
|----------------|--|

• PART B
• TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

1. INTRODUCTION

The Council of the Winnie Madikizela Mandela Local Municipality is aware of the pressure placed on the institution to make financial contributions or grant in aid towards various incidents caused by natural causes like fire, accidents and so forth. The purpose of this document is to provide relief/disaster incident management to vulnerable households and community. Social relief of distress is a temporary provision of assistance intended for persons in such dire material need that they are unable to meet their or their families' most basic needs. The Municipality provides the social relief of distress to permanent residents of our jurisdiction who meet the criteria as per its Social Relief of Distress Policy.

2. PROJECT BACKGROUND

Winnie Madikizela Mandela Local Municipality is intending to appoint a supplier for a period of three years to delivery social & disaster relief material when need arise.

The objective of KPA 4 (Disaster response and recovery) of the Disaster Management Centre is to ensure effective and appropriate response and recovery by implementing immediate and appropriate response and relief measures when significant disasters occur or are threatening to occur.

The Centre must at least have minimum capacity of resources to assist those affected by disasters, whilst coordinating external support from other disaster management role players such as SASSA, Social Development and NGOs.

It is also worth noting that the WMMLM is highly vulnerable to natural disasters like veld and structural fires, lightening and heavy rains which when they strike leave a trail of damage to the already susceptible households.

3. AIMS OF THE PROJECT:

The Winnie Madikizela Mandela Local Municipality would therefore like to appoint a competent service provider for the provision of Disaster relief material and related services.

DECLARATION OF INTEREST

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.
.....
.....

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

3.11.1 If yes, furnish particulars
.....
.....

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

3.12.1 If yes, furnish particulars.
.....
.....

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

3.13.1 If yes, furnish particulars.
.....
.....

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

3.14.1 If yes, furnish particulars:
.....
.....

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

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

- 1.2
- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
 - b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?
 (**Tick applicable box**)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

| | |
|-----------|-------|
| WITNESSES | |
| 1. | |
| 2. | |

| | |
|-------------------------------------|-------|
| SIGNATURE(S) OF BIDDERS(S) | |
| DATE: | |
| ADDRESS | |
| | |
| | |

ST

SE

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

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

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

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

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

(Tick applicable box)

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

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

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

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

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

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

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

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

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

IN RESPECT OF BID NO.

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

NB

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

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

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

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

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

formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

LOCAL CONTENT OF PRODUCTS

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

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

SPECIFIC GOAL

POINTS ALLOCATED

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

.....

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

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

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

5. BID INFORMATION

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

6. POINTS CLAIMED

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

7. INFORMATION WITH REGARD TO LOCAL MANUFACTURE

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

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

8. BID DECLARATION

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

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

WITNESSES:

1.

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

2.

DATE:

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

4. SCOPE OF WORK AND SPECIFICATION:

The scope of work for the project involves the supplying and delivering of social & disaster relief material and the provision of related services. Services and supplies to be provided are outlined as per the attached pricing schedule. Service providers are expected to quote unit price per each financial year and expected to deliver within 72 Hours after receipt of a formal request from the municipality.

| ITEM NUMBER | ITEMS & DESCRIPTION | UNIT PRICE: YEAR 1- 21/22 | UNIT PRICE: YEAR 2 - 22/23 | UNIT PRICE: YEAR 3 - 23/24 |
|-------------|---|---------------------------------|----------------------------------|----------------------------------|
| 4.1 | <p>BED FORM MATTRESS</p> <ul style="list-style-type: none"> • 150 mm thick • 91cm X 188 cm • Three quarter size | | | |
| 4.2 | <p>BED BLANKETS</p> <ul style="list-style-type: none"> • 3 ply mink blanket • Sized for extra warmth • Size: Double bed size, 200 x 230 • Material:90%Virgin Acrylic & 10%Cotton • Comply with SABS standards | | | |
| 4.3 | <p>SHEETS</p> <p>Pair of Flat sheets (144 thread count cotton)</p> | | | |

| | | | | |
|-----|---|--|--|--|
| 4.4 | PILLOWS Pair of Pillows (standard size) Pair of pillow cases (standard size) | | | |
| 4.5 | GROCERY PACK <ul style="list-style-type: none"> • 10 Kg Samp • 10 kg Rice • 5 kg beans • 3 Kg Powder soap • 4 bar soaps • 10 kg Chicken pieces • 10 kg mealie meal • 10 kg potatoes • 1 bag cabbage • 2 kg fine Salt • 36 Knorrox cubes • 4 x 500g Knorrox soup • 10 kg sugar white/brown • Milk (10x 500ml long life) • 5 Litre cooking oil • Tea bags & Coffee (1 kg Rooibos tea, 1kg Glen tea and 1kg Ricoffy) • 7 Kg Butter nut • 7 kg Onion • 7 kg Tomato. | | | |
| 4.6 | AGRICULTURAL SEEDLINGS <ul style="list-style-type: none"> • Vegetable seedlings (Cabbage, carrots, Spinach, onion, | | | |

| | | | | |
|------------|---|--|--|--|
| | <p>Potatoes, beetroot, tomatoes, lettuce, sweet potatoes)- 100 seedlings each</p> <ul style="list-style-type: none"> • Fruit seedlings (Oranges, lemons, bananas, peaches, plums, nectarine) | | | |
| 4.7 | <p>OTHER RELIEF MATERIAL</p> <ul style="list-style-type: none"> • School uniforms (packaged as follows: 2 Dresses/skirts/ trousers & 2 shirts, 1 Jersey, 2 pair of Socks, 1 Blazer/Track suit • Toiletry pack for boys (Body lotion/cream-750ml, 2 roll-on, 2 Deodorant, Vaseline) • Toiletry pack for girls (Body lotion/cream-750ml, 2 roll-on, 2 Deodorant, Vaseline/ glycerine, Hair moisturiser& Spray, 60 long &winged sanitary towels) | | | |
| 4.8 | <p>KITCHEN UTENSILS</p> <ul style="list-style-type: none"> • 6 Dinner Plates (white) • 6 Bowls (white) • 6 pieces cutlery set • 6 cups & saucers • 1 electric kettle • 3 Knives (small, medium and large) • 2 Plastic Washing basins (medium & large) • 2 Plastic Dish washing basin (small & medium) • 1 PVC Table (foldable) • 4 aluminium Pots | | | |

| | | | | |
|-------------|--|--|--|--|
| | <p>(small,medium,2 large)</p> <ul style="list-style-type: none"> • 3 legged pot (size 4) • 1 tripod pot stand • 2 banner stove (electricity/gas) • 1 Gas bottle (size 9)filled with gas | | | |
| 4.9 | <p>CLEANING ANY AREA AFTER A DISASTER INCIDENT:</p> <p>Fumigation of Building/household/community hall or any area identified by the municipality per square meter (m²)</p> <p>Disinfection of Building/household/community hall/ or any area identified by the municipality per square meter (m²)</p> <p>Scrubbing and clearing of debris on the road after an accident/ oil spillage or any other substance or material that may possess danger after a disaster incident has occurred (charged per square meter)m²</p> | | | |
| 4.10 | <p>PROVISION OF TOILETS AND TENTS DURING OR AFTER DISASTER INCIDENTS:</p> <p>Mobile toilet (Male & female flushable toilet)</p> <p>Tent (2 poles with 100 chairs, 1 table)</p> | | | |

| | | | | |
|-------------|---|--|--|--|
| | Tent (4 poles with 200 chairs, 2 tables) Tent (6 poles with 400 chairs, 4 tables) | | | |
| 4.11 | PROVISION OF COVID 19 SUPPLIES 1 X 5 L Sanitizer (with 70% alcohol) 1 x 5 L Disinfectant 1 x 15 L knapsack 1 box of gloves (100 units) 1 box of 3 ply disposable masks (100 units) 1 box of shoe covers (100 pairs) 1 box of head covers (100 units) 50 PVC disposable aprons (blue in color) 50 face shields | | | |
| 4.12 | Provision of a Burial service (Complete service with a Coffin) | | | |

5. SPECIAL CONDITIONS OF THE CONTRACT

The service providers must take note of the following key requirements:

- The service provider must have full understanding of the project and it is compulsory to have a Project Manager (After contract award the supplier should appoint the authorized representative, who will coordinate the requests by the municipality).
- The appointed service provider must preferably own a vehicle as goods/services need to be delivered/done within 72 hours.
- The service provider must provide his/her team for delivery of goods.
- The appointed service provider must provide the municipality with a detailed turnaround time for each item.
- The appointed service provider will have to work over weekends and at night if needs be.
- It is expected that every month the service provider must submit progress reports to the project manager and signed off by the Manager: Social & Environmental Services. Failure to do so will deem the service to be in breach of the contract.
- Under no circumstances will the service provider be not available to deliver goods/services within the stipulated time.

- Claims will be done on a monthly basis and the service provider must submit the claim by the 20th of each month for payment on the 30th of each month and the 10th of each month for the payment on the 15th of each month.
- The claim must be submitted with all necessary attachments as a proof of work before any payment can be done.
- The Service Provider shall clearly state the name of the manufacturer, product specification, and associated guarantee for each item
- All goods offered must comply with the South African Bureau Standards (SABS) requirements and/ or Occupational Health and Safety Act 85 of 1993 as amended.
- Quantities of items to be ordered will vary from time to time during the contract period
- Municipality reserves the right to exchange sizes of delivered items should the requested size not be suitable for the individual/s as requested.
- The supplier will be awarded the contract under fixed prices that will be valid for 3 years.
- The supplier shall replace the damage, broken or leaking items free of charge within specified time as requested by the municipality.

6. EVALUATION CRITERIA

6.1 The bids will be evaluated on the 80/20 evaluation criteria and PPPFA policy will apply

6.2 FUNCTIONALITY (100)

All bids received will be evaluated by a panel on a basis of functionality.

The following functionality criteria will be applicable and the maximum weights of each criterion are stated in the table below.

| FUNCTIONALITY CRITERIA | SUB-CRITERIA | MAXIMUM POINTS |
|------------------------|---|----------------|
| Traceable References | <p>Project Capability and Related Experience</p> <p>Bidders shall provide traceable references such as signed appointment letters and reference letter must be signed by the head of Municipalities/entities/companies specifically for similar projects like fumigation, provision of cleaning services/material; supply & delivery undertaken in the past 3 years. The value of each appointment must be R 500 000.00 or above.</p> <p>05 appointment and referral/completion letters to be attached.</p> <p>1 appointment & referral/completion letter = 10 points</p> | 50 Points |

| | | |
|-----------------|---|------------|
| | NB: All appointment / referral letters will be verified. | |
| Methodology | <p>1. Delivery of goods/service to Winnie Madikizela-Mandela Local Municipality households:</p> <p>a). Using Own vehicle (bakkie) – Attach Log Book/Proof of Ownership (20 points)</p> <p>b). Using hired vehicle (bakkie) – Attach confirmation of agreement (10 points)</p> <p>2. Indicate possible employment opportunities that may be provided – 10 points</p> | 30 |
| Delivery Period | <p>1. Detailed Turnaround Plan (indicate hours from request to delivery)</p> <p>72 hours or less turnaround time – 10 points</p> <p>N.B. no points will be allocated if service provider will take more than 72 hrs.</p> | 20 |
| | TOTAL POINTS | 100 |

This bid will be subjected to functionality assessment. The bidder must score a minimum of 70 points to proceed to the second stage. It is expected that all the items that will be provided by the bidder will all be new and no second-hand products will be accepted.

6.3 Tenderer's MUST tender on all items to be considered for evaluation. Should any tenderer fail to tender on all products, your tender will be disqualified.

6.4 Tenders will be evaluated on a comparative basis, which is the reason for the design of the tender specification and additional schedules (if applicable).

7. INSTRUCTIONS TO BIDDERS

7.1 PUBLICATION REFERENCE:

In submitting their bid, bidders must respect all instructions, forms, Terms of reference, contract provisions and specifications contained in this bid dossier. Failure to submit a bid containing all the required information and documentation within the deadline specified will lead to the rejection of the bid.

7.2 SUBMISSION REQUIREMENTS AND SELECTION CRATERIA

Bidders are required to submit the following documents to be eligible for this bid: Omission of any documents will result in disqualification and loss of points for the BBBEE certificate.

- Valid Tax PIN Printed by SARS for further verification.
- Company/Directors municipal rates, electricity or water account not older than 3 Months, proof of Residential lease or rental or affidavit if the business operates at a place of residence which is not owned by the bidder
- Completed and signed Municipal Bid Document forms attached in the tender document.
- A bidder must be listed on the Central Supplier database.
- Bidders must submit a certified BBBEE certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS, Registered Auditor or affidavit to claim preference points. A joint venture must submit a joint BBBEE certificate to qualify for the preference points.
- Founding statement (CK1 or CK2) is required for reporting purposes not for elimination.
 - Sub-contracting will be allowed, only in so far as it was stated in the initial bid.
 - Duplication of bid document is prohibited.
 - Each bid must be fully completed.

8. Technical offer

The technical offer must include the following documents:

(i) Company Profile and Key Personnel – A detailed company profile (including but not limited to shareholders, management, registered offices or physical address of premises where business is conducted), the key personnel and those whose involvement considered being instrumental in the achievement of the contract objectives. Their (the key personnel) positions and responsibilities should be clearly defined.

9. Financial offer

The financial offer must state the bidder's price in South African Rand for providing the services according to its Technical offer.

The same person, who signed the corresponding Technical offer, must sign this document.

10. Presentations / Adjudication

The Evaluation Committee may call for presentation by the short-listed bidders, after having established its written provisional conclusions but before concluding the technical evaluation.

The date and time of any such presentation will be confirmed or notified to the short-listed bidders at least seven days in advance. If a bidder is prevented from attending presentation by force majeure, a mutually convenient alternative appointment may be arranged with the bidder. If the bidder is unable to attend this second appointment, its bids will be eliminated from the evaluation process.

11. Variant solutions

Any variant solutions will not be taken into consideration.

12. Additional information before the deadline for submission of bidders

The bid dossier should be clear enough to avoid the Contracting Authority from having request additional information during the procedure. If the Contracting Authority, either on own initiative or in response to the request of a short-listed candidate, provides additional information on the bid dossier, such information will be sent in writing to all other bidders at the same time.

Bidders may submit questions in writing to the following address up to 10 days before the deadlines for submission of bids, specifying the **publication reference** and the **contract title**:

Attention: Mr. Z. Khala

Winnie Madikizela Mandela Local Municipality

51 Winnie Madikizela Mandela Street

P.O. Box 12

Bizana

4800

Email: zkhala@mbizana.gov.za

Any prospective bidders seeking to arrange individual meetings with either the Contracting Authority during the bid period may be excluded from the bid procedure.

Any clarification of the bid dossier will be communicated simultaneously in writing to all bidders at the latest 7 calendar days before the deadline for submission of bids. No further clarifications will be given after this date.

Visit by individual prospective bidder during the bid period are not permitted other than the site visit for good reasons.

13. Submission of Bids

Bids must be submitted in English such that they are received before the deadline specified in the advertisement.

14. Alterations or Withdrawal of Bids

14.1 Bidders may alter or withdraw bids by written notification prior to the deadline for submission of bids. No bid may be altered after this deadline.

14.2 Any such notification of alteration or withdrawal shall be prepared and submitted in accordance with clause 8. The envelope must be marked "Alteration" or "Withdrawal" as appropriate.

15. Costs for preparing Bids

No costs incurred by the bidder in preparing and submitting the bid shall be reimbursable. All such costs shall be borne by the bidder. If proposed key members were interviewed, all costs shall be borne by the bidder.

16. Ownership of Bids

The Contracting Authority retains ownership in all bid received (this excludes intellectual property for all but the successful bidder) under this tendering procedure. Consequently, bidders have no right to have their bids returned to them.

17. Confidentiality

The entire evaluation procedure, from the drawing up of the shortlist to the signature of the contract, is confidential. The Evaluation / Adjudication Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation / Adjudication Committee are bound to secrecy.

The evaluation reports and written records are for official use only and may be communicated to neither the bidders nor to any party other than the Contracting Authority.

18. Ethics clauses / Corruptive practices

- a) Any attempt by a bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation / Adjudication Committee or the Contracting Authority during the process of examining, clarifying, evaluating, comparing and adjudication bid will lead to the rejection of its bid and may result in administrative penalties.
- b) The bidder must not be affected by any potential conflict of interest.
- c) The Winnie Madikizela-Mandela Local Municipality reserves the right to suspend or cancel funding to this project if corrupt practices of any kind are discovered at any stage of the award process or during the implementation of a contract, if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, “corrupt practices” are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.
- d) Bids will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Failure to comply with one or more of the ethics clauses may result in the exclusion of the bidder or contractor from other Community contracts and in penalties.

19. Documentary evidence required from the successful Bidder

The successful bidder will be informed in writing that its bid has been accepted (notification of award). Before the Contracting Authority signs the contract with a Successful bidder, a successful bidder may be requested to provide additional information as deemed necessary by the Contracting Authority.

This evidence or these documents must carry a date, which cannot be more than 180 days in relation to the deadline for the submission of the bidder. In addition, a sworn statement shall be furnished stating that the situations described in these documents have not changed since then.

If the successful bidder fails to provide these documents or is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the bid to another bidder or cancel the bid procedure.

20. Signature of contract(s)

Within 7 days of receipt of the contract already signed by the Contracting Authority, the selected bidder shall sign and date the contract and return it to the Contracting Authority.

Failure of the selected bidder to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, the Contracting Authority may award the bid to another bidder or cancel the bid procedure.

The other candidates will be informed that their bids were not accepted, by means of a standard letter.

21. Cancellation of the Bids procedure

In the event of cancellation of the bid procedure, bidders will be notified of the cancellation by the Contracting Authority. If the bid procedure is cancelled before the envelopes of any bid has been opened, the unopened and sealed envelopes will be returned to the bidders.

Cancellation may occur when:

- The bid procedure has been unsuccessful, i.e., no qualitatively or financially worthwhile bid has been received or there is no response at all;
- The economic or technical data of the project have been fundamentally altered;
- Exceptional circumstances or *force majeure* render normal performance of the contract impossible;
- All technically compliant bids exceed the financial resources available;
- There have been irregularities in the procedure, in particular where these have prevented fair competition.

In no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a bid even if the Contracting Authority has been advised of the possibility of damages.

The publication of a procurement notice does not commit the Contracting Authority to implement the programme or project announce

22. PROFESSIONAL INDEMNITY COVER / INSURANCES / SURETIES

There are no insurances or sureties that are required for this bid. The service provider must also provide proof that they are paying the municipal rates where they are residing. Non submission of proof that the supplier does not owe municipal rates will lead to the elimination of the bidder from the evaluation process. If the bidder is renting offices then a letter / correspondence from the landlord must be provided stating that the bidder/supplier does not owe any municipal rates.

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C1.1 FORM OF OFFER AND ACCEPTANCE

1.1 OFFER

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

PROFESSIONAL SERVICES:

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

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

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

.....

.....

.....Rand (in words);

R..... (in figures)

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

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

.....

Capacity:

.....

...

For _____ **the** _____ **tenderer:**

.....

.....

(Name and domicilium citandi of organization)

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

Acceptance

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of Contract identified in the Contract Data. Acceptance of the tenderer's offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the Contract that is the subject of this agreement.

The terms of the Contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this agreement)
- Part C2 Pricing Data (see volume 2)
- Part C3 Scope of work.

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

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

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

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

Signature(s):

Name(s).....

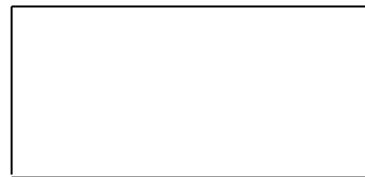
Capacity: **MUNICIPALITY MANAGER**

FOR WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY, 51 MAIN STREET, BIZANA, 4800

(Name and domiciliumcitandi of organization)

Name and Signature of Witness: Date:

OFFICIAL STAMP:



Schedule of Deviations

Notes:

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

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

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

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

For the tenderer:

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

Capacity:
.....

FOR TENDERER:
.....
(Name and domiciliumcitandi of organization)

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

Signature(s):

Name(s):.....

Capacity: **MUNICIPALITY MANAGER**
FOR WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY, 51 MAIN STREET, BIZANA , 4800
(Name and domiciliumcitandi of organization)

Name and Signature of Witness: Date:

OFFICIAL STAMP:

