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813 Main Street , Mount Frere  
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## **UMZIMVUBU LOCAL MUNICIPALITY**

### **INFRASTRUCTURE & PLANNING DEPARTMENT**

**MT AYLIFF MULTI-PURPOSE CENTRE PHASE 5**

**CONTRACT No.: UMZ/2022-23/INFRA/CAP/29**

#### **Bidder**

**Name:** .....

**CIDB Grading:** .....

**Total of the prices inclusive of value added tax: R** .....

***BIDDER'S CLOSING AT THE OFFICES OF: UMZIMVUBU LOCAL MUNICIPALITY OFFICES KWABHACA AT 12H00 ON MONDAY THE 17<sup>TH</sup> OCTOBER 2022***

Documents are to be delivered by hand in the tender box as no faxed copies will be acceptable; the box is situated at 'Reception' of Umzimvubu Municipality, 813 Main Street, KwaBhaca.

***NO LATE SUBMISSION WILL BE CONSIDERED***

Issued and by:  
UMZIMVUBU LOCAL MUNICIPALITY  
813 MAIN STREET  
KWABHACA  
5010  
Municipal Manager : G.P.T. Nota  
Telephone : 039 – 255 8500

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**ADVERT DATE: 23 SEPTEMBER 2022**

Umzimvubu Local Municipality hereby invites bidders for the construction of community halls listed below with a minimum of CIDB grading of **4GB** or higher to bid for the below listed projects

Project Name	Minimum or higher Cidb Grading	Contract No	Closing Date	Ward	Project Coordinates
Mt Ayliff Multi-Purpose Centre Phase 5	4GB or higher	UMZ/2022-23/INFRA/CAP/29	17 October 2022	28	-30.8071833 ; 29.3731790

**MANDATORY DOCUMENTS TO BE SUBMITTED, FAILURE TO DO SO WILL RESULT IN THE BID BEING DEMEED TO BE NON-RESPONSIVE.**

Umzimvubu Local Municipality Supply Chain Management policy will apply. A confirmation from SARS with a verification pin, Copy of company Registration/Founding Statement/CIPC Document. Original certified BBEE or sworn affidavits, exempt certificate and a combined BBEE for a joint venture (non-elimination item). JV Agreement for Joint venture. 80/20 evaluation criteria. Prices quoted must be firm and must be inclusive of VAT. Original certified ID Copies of Managing Directors/ Owners. Compulsory Properly filled MBD forms 4,6.1, 8 and 9 and Billing Clearance certificate or Statement of Municipal Accounts or affidavit or lease agreement or confirmation letter with declaration that a company does not owe municipal services for more than 30 days. Bid documents will be available at the offices of Umzimvubu Local Municipality in Mt Frere & Mt Ayliff upon payment of non-refundable amount of **R451.00** or available for free of charge on Etender portal and municipal website well as [www.umzimvubu.gov.za](http://www.umzimvubu.gov.za); only cash or bank guaranteed cheques made payable to Umzimvubu Local Municipality will be accepted and soft copies can be downloaded for free on e-tender portal and Municipal website. No couriered, faxed, e-mailed and late tenders will be accepted. Certification of documents must be within a period of 90 days. Bidders must be registered on CSD and provide confirmation of registration. Umzimvubu Local Municipality reserves the right not to appoint and value for money will be the key determinant of appointment. A compulsory briefing session to be held on the **03 October 2022 @ 10:00** at Mount Ayliff Municipal offices and proceed to Site provided GPS co-ordinates. All tenders must be deposited in the tender box situated at Umzimvubu Local Municipality Offices at 813 Main Street, Mt Frere **not later than 17 October 2022 at 12h00** noon as indicated above, where they will be opened in public. All tenders must be clearly marked "Name of the project indicated above. The municipality will not make any award to a person or persons working for the state.

**PRE – QUALIFICATION**

All bids will be subjected to a pre-qualification and will be required to achieve a minimum of 60 in order to be evaluated further.

COMMUNITY HALLS	
Criteria	Maximum Points to be scored
Experience on Similar Project	30
Personnel	30
Methodology	40
Total	100

**Enquiries:** All technical enquiries may be directed to Infrastructure and Planning department: Mr. L. Moleko 039 255 8550 and SCM Mr T Mbukushe 0392558555. Other enquiries regarding this Bid may be directed to the office of the Municipal Manager: Mr GPT Nota.

**GPT NOTA  
MUNICIPAL MANAGER**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (UMZIMVUBU LOCAL MUNICIPALITY)</b>					
BID NUMBER:	BID NO: <b>UMZ/2022-23/INFRA/CAP/29</b>	CLOSING DATE:	<b>17 OCTOBER 2022</b>	CLOSING TIME:	<b>12H00 noon</b>
DESCRIPTION	<b>MT AYLIFF MULTIPURPOSE CENTRE PHASE 5</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS

<b>The Reception Area</b>					
<b>Umzimvubu Local Municipality</b>					
<b>813 Main Street</b>					
<b>KwaBhaca</b>					
<b>5090</b>					
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	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		

<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
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]	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 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Budget and Treasury-SCM	CONTACT PERSON	Mr. L. MOLEKO
CONTACT PERSON	Mr T Mbukushe	TELEPHONE NUMBER	039 255 8512
TELEPHONE NUMBER	039 255 8555	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	<a href="mailto:Moleko.Lebohang@umzimvubu.gov.za">Moleko.Lebohang@umzimvubu.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:Mbukushe.themba@Umzimvubu.gov.za">Mbukushe.themba@Umzimvubu.gov.za</a>		

**PART B**

**MBD 1  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE JOINT BUILDING CONSTRUCTION CONTRACT COUNCIL 2000 SERIES EDITION 5 2007 (JBCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-SERVICE PROVIDERS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? NO	<input type="checkbox"/> YES <input type="checkbox"/>
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? NO	<input type="checkbox"/> YES <input type="checkbox"/>
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

## **1. SCOPE OF THE WORK**

### **DESCRIPTION OF THE WORKS**

#### **1.1. Employer's objectives**

Umzimvubu Local Municipality intends to procure services of a suitable qualified service provider for the **Mt Ayliff Multipurpose Centre Phase 5** at Ward 28; in EmaXesibeni town. The municipality accordingly invites interested parties to submit bids in order to be considered for the appointment as service provider. The contractor must source unskilled labourers from Ward 28 and surrounding community. If the contractor cannot source from within the Ward 28 and surroundings community, the contractor will have to motivate before appointing external unskilled labourers.

The extent of the works is repairs of boundary wall, earthworks, masonry, site work and sport equipment including stands for VIP.

### **2. 1.1. OVERVIEW OF THE WORKS.**

The purpose of this project is to continue with Multipurpose Centre Site Works and Partly completion to have a safe, conducive, and convenient facility for gatherings.

### **3. EXTENT OF THE WORKS**

- Earth Works
- Concrete Works
- Masonry
- Floor tiling
- Floor Painting
- Site works
- Repairs of boundary wall
- Sport Equipment including stands for public and VIP

### **4. SOURICING OF LOCAL CONTENT**

The appointed service provider must as much as s/he can source materials, labour etc. locally.

### **5. EVALUATION CRITERIA**

**5.1.** The 90/10 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA) will be applied to evaluate this bid. The lowest acceptable bid will score 80 points for price and maximum of 20 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution/sworn affidavits and Exempt certificate.

**5.2** This bid shall be evaluating in two stages. On first stage bids will be evaluated on functionality, second stage in accordance with 80/20 preference points system as stipulated above.

#### **FIRST STAGE-EVALUATION OF FUNCTIONALITY**

The evaluation of the functionality will be evaluated individually by members of bid evaluation committee in accordance with the below functionality criteria and values.

The applicable values that will be utilized when scoring each criteria ranges from **1** being poor, **2** being average, **3** being good, **4** being very good and **5** being excellent.

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	MAX POINTS ALLOWED
<b>RELEVANT EXPERIENCE OF THE COMPANY</b>	<ul style="list-style-type: none"> <li>If 5 and above similar successfully projects (attach completion certificate and contact details of references)</li> </ul>	30
	<ul style="list-style-type: none"> <li>If 3-4 similar successfully projects (attach completion certificate and contact details of references)</li> </ul>	20
	<ul style="list-style-type: none"> <li>If 1- 2 similar successfully projects (attach completion certificate and contact details of references)</li> </ul>	15
<b>Total Points for Experience</b>		<b>30</b>
<b>COMPANY PERSONNEL (Site Agent/Manager)</b> (If the bidder cannot demonstrate availability of a personnel with at least Five (5) years working experience (with a National Diploma) or 5 years working experience (with a Formal Building Construction Trainings) on similar projects (building construction projects), then the bid will be deemed non-responsive and will be rejected. (Attach Copies of Formal Qualification Certified Certificates and a CV with contactable references)	3 years National Diploma in Building/Construction Management/Quantity Surveying with 5 years' working experience.  Or  Formal Building Construction Trainings with 15 years' working experience.	30
	3 years National Diploma in Building/Construction Management/Quantity Surveying/Architecture with 3 years' working experience  Or  Formal Building Construction Trainings with 10 years' working experience.	15
<b>Total Points for Personnel</b>		<b>30</b>
Methodology	Methodology	20
	Programme of works	10
	Cash flows	10
<b>Methodology</b>		<b>40</b>
<b>TOTAL POINTS FOR RELEVANT EXPERIENCE AND PERSONNEL</b>		<b>100</b>

5.3. The bids that fail to achieve minimum of (60) points for functionality will be disqualified.

## 5.4 Calculation of points for price

10.4.1 The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. Thus, bidders who provide the lowest management fee will get full 80 points for price.

## 5.5 Allocation of points for B-BBEE status of contribution

5.5.1 Points will 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 Contribution	Number of Points (80/20 system )
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5.5.2 Bidders must submit original and valid B-BBEE status level verification certificate or certified copies thereof, sworn affidavit, together with their bids, to substantiate their B-BBEE claims. The exempted micro enterprise must submit a letter from the accounting officer who is appointed in terms of close corporation act.

5.5.3 Bidders who do not submit B-BBEE status level verification certificate or non-compliant contributors to be B-BBEE do not qualify for preference points for B-BBEE.

## 6. Additional Conditions of Tender

The additional conditions of tender are:  
Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender, appended to Schedule : Health and Safety Plan: Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.

- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project. The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the Contract.

## **7. TERMS AND CONDITIONS OF THE BID**

- 7.1 Awarding of the bid will be subject to the service providers express acceptance of the Umzimvubu Local Municipality supply chain management general contract conditions. The Umzimvubu Local Municipality and service providers will sign a contract upon appointment.
- 7.2 The service provider should commence with the project within fourteen (14) days after the site has been handed over to him/her, letter of appointment and contract has been signed.
- 7.3 During the execution of the project, the service provider is required to give reports on the progress of the project. It is the responsibility of the service provider to organise the progress report meetings, and have one of their representatives assigned to taking minutes and circulating them to the steering committee members.
- 7.4 Any deviation from the project plan should be put in writing and signed by the project manager.
- 7.5 Any suggestions during the progress meetings, once accepted by both parties, shall form part of the contract.
- 7.6 Payments will be on work-completed basis i.e. on set milestones as per the project plan.

## **8. Legalities of contract and tender RULE**

Special Conditions that apply to this contract are as follows:

- 8.1 The Service Provider to have access to internet as basis of communication (email).
- 8.2 The Service Provider will furnish the Municipality with an invoice upon measuring and certification of work done by the municipality (as stated on page 4).
- 8.3 The successful service provider will have submitted a clear Project Implementation Plan prior to the commencement with the work.
- 8.4 Ensure that the process is conducted in a transparent manner.
- 8.5 The Municipality reserves the right to cancel the tender

8.6 The Municipality is not obliged to appoint the bidder with the highest points scored.

8.7 The Municipality reserves the right not to appoint any competent bidder.

8.8 The Municipality reserves the right to seek the second opinion on each deliverable at the expense of a successful bidder.

## 9. Standard Conditions of Tender

As published in the Annex F of the cidb Standard for Uniformity for construction Procurement, Board Notices 136 Government Gazette No 38960 of 10 July 2015

### 9.1. General

#### 9.1.1 Actions

9.1.1.1 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 Section 9 and 10 timeously and with integrity; and behave equitably honest and transparently, comply with all legal obligation and engage in anticompetitive practices.

9.1.1.2. The employer and the tenderer and all their agents employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of the interest, indicating the nature of such conflict. Tenderers shall declare any conflict of interest in their tender submission. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as become aware of such conflict, and abstain from any decision where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1.) *A conflict of interest may arise due to a conflict role which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appropriate of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

2.) *Conflict of interest in respect of those engaged in the procurement process include direct, indirect or family interest in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way decisions taken.*

9.1.1.3. The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with contract.

#### 9.1.2. Tender Documents

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

#### 9.1.3. Interpretation

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

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

9.1.3.3. For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i. someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;

- ii. an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii. incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
  - c) **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;
  - d) **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;
  - e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
  - f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

#### 9.1.4. 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 readily read, copied and recorded. Communications 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.

#### 9.1.5. Cancellation and Re-Invitation of Tenders

9.1.5.1. An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

9.1.5.2. The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

#### 9.2. Tenderer's obligations

##### 9.2.1 Eligibility

**9.2.1.1** 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.

**9.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

#### 10. Cost of tendering

**10.1.** Accept that, unless otherwise stated in the tender data, 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 complies with requirements.

**10.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

### **10.3 Check documents**

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

### **10.4 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.

### **10.5 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.

### **10.6 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.

### **10.7 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(s) are stated in the tender data.

### **10.8 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.

### **10.9 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.

### **10.10 Pricing the tender offer**

**10.10.1** 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.

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

**10.10.3** 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.

**10.10.4** 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.

### **10.11 Alterations to documents**

Do 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.

### **10.12 Submitting a tender offer**

**10.12.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture 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.

**10.12.2** 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 legibly in non-erasable ink.

**10.10.3** 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.

**10.12.4** 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.

**10.12.8** 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.

**10.12.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

### **10.13. 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.

### **10.14 Closing time**

**10.14.1** 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. Accept that proof of posting shall not be accepted as proof of delivery.

**10.14.2** 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.

### **10.15 Tender offer validity**

**10.15.1** 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.

**10.15.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

**10.15.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

**UMZIMVUBU LOCAL MUNICIPALITY**  
**CONTRACT NO. : UMZ/2022- 23/INFRA/CAP/29**

**10.16. Contract Data provided by the Employer**  
**Joint Building Construction Contract Council (Fifth Edition) 2007**

Prepared by the Joint Building Contracts Committee of shall apply for this contract. Copies of these conditions of contract are obtainable from most regional JBCC constituencies such as Association of Construction Project Managers, Association of South African Quantity Surveyors and Master Builders South Africa, etc.

The Joint Building Contracts Committee make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

**CONTRACT SPECIFIC DATA**

The following contract specific data are applicable to this Contract:

**Clause 1.1**

The **Employer** is **UMzimvubu Local Municipality**, represented by the **DIRECTOR: INFRASTRUCTURE & PLANNING DEPARTMENT** and/or such other person or persons duly authorised thereto by the Employer in writing.

The name of the Employer is: UMzimvubu Local MUNICIPALITY and is referred to in this Contract Document by the terms "Employer", "UMzimvubu Local Municipality" or "Council" as the context provides.

**Clause 5**

The Employer's Agent, referred to in the documents, is the Director: **INFRASTRUCTURE AND PLANNING** or an official authorised thereto by the Director: **INFRASTRUCTURE AND PLANNING** in writing. The name of the Employer's Agent is: Yakobi Xolisa.

**COLLECTION OF SPECIFICATIONS/TENDER DOCUMENTS**

Tender/Specification Documents will be available at Cashiers, UMzimvubu Offices EmaXesibeni, 67 Church Street Block C Revenue Office Cashier and 813 Main Street, Kwa-Baca at Revenue Office Cahier from 09H 00 to 13H00 and from 14H 00 to 16H 30 **daily from the date of the advert until two (2) days before the closing date which is 17 October 2022 at 12h00. A non –refundable fee of R451 will be charged for this bid.**

**11. DURATION OF PROJECT**

The duration of the project will be **Six (6) months** from the date of concluding a hand over of the site to a successful bidder

**12. SUBMISSION OF BID PROPOSALS**

The bid proposals must be deposited in the Tender Box, situated in Ground Floor, UMzimvubu Municipality Offices @ the reception in KwaBhaca

Bids must be submitted in an envelope clearly marked **as follows:**

- a. Construction of Mt Ayliff Multi-purpose Centre Phase 5 **"Contract No: UMZ/2022-23/INFRA/CAP/29"**
- b. ONLY the Bid Price will be opened in public on the closing day. Bids faxed or emailed will not be accepted.

**13. VALIDITY OF TENDER**

This tender is valid for the period of **120** (One Hundred and Twenty) Days from the date of closure of this tender details of submission

## 15. AGREEMENTS AND CONTRACT DATA

### 5.1. FORM OF OFFER AND ACCEPTANCE

#### A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

#### **Construction of Multi-Purpose Centre Phase 5: Contract No: UMZ/2022- 23/INFRA/CAP/29**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor 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:**

Amount 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 Contractor in the Conditions of Contract identified in the Contract Data.

**Signature:** (of person authorised to sign the tender): .....

**Name:** (of signatory in capitals): .....

**Capacity:** (of Signatory): .....

**Name of Tenderer:** (organisation): .....

Address: .....

.....

Telephone number: ..... email address .....

#### **Witness:**

**Signature:** .....

**Name:** (in capitals): .....

**Date:** .....

**[Failure of a Tenderer to sign this form will invalidate the tender]**

## B. ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor 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 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data, including the Schedule of Quantities
- Part 3 Scope of Work
- Part 4 Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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 duly signed by the authorised representatives of both parties.

The Tenderer shall deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2010 within the period stated in the Contract Data, and he shall, immediately 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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

**Signature:** .....

**Name: (in capitals)** .....

**Capacity:** .....

**Name of Employer (organisation)** .....

**Address:** .....

.....

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

**Date:** .....

### C. SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreement reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter 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.

Any change or addition to the tender documents arising from the above agreement 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:** .....  
.....
5. **Subject:** .....  
**Details:** .....  
.....
6. **Subject:** .....  
**Details:** .....  
.....

By the duly authorised 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 change 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:** .....

**Name:** .....

**Capacity:** .....

**Tenderer:** *(Name and address of organisation)* .....

.....

**Witness:**

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

**Name:** .....

**Date:** .....

**FOR THE EMPLOYER**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Employer:** *(Name and address of organisation)* .....

.....

**Witness:**

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

**Name:** .....

**Date: .....** .....

**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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, shareholder<sup>2</sup>): .....

**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.....

.....

<sup>1</sup>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.

<sup>2</sup> 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 director’s 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

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidders**

**MBD 6.1**

**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 1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **.....90/10.....** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to 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	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

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

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

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

#### 5. BID DECLARATION

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

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

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

#### 7. SUB-CONTRACTING

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

(**Tick applicable box**)

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

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted .....%
- ii) The name of the sub-contractor .....
- iii) The B-BBEE status level of the sub-contractor .....

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

**(Tick applicable box)**

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

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

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

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

## 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>	<input checked="" type="checkbox"/>	<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 homepage.</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<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**

## **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. takes 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. cancels 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 (MBD9) 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.**

### **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 consortium<sup>3</sup> will not be construed as collusive bidding.

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.

7.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 invitationrelates.

8.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 officialbid 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.**

9. 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.....

## **17. Returnable Schedule**

The Service Provider must ensure that the following documents are completed and returned with the response to proposal:

- A: FORM OF OFFER
- B: CERTIFICATE OF AUTHORITY FOR SIGNATORY
- C: BID ACCEPTANCE FORM
- D: PREVIOUS EXPERIENCE SHOULD BE BIDDERS OWN ATTACHMENTS (To **NOTE**)

## **ANNEXURES**

- ANNEXURE A EMPLOYMENT OF ABEs
- ANNEXURE B EQUITY OWNERSHIP DECLARATION
- ANNEXURE C DECLARATION OF GOOD STANDING REGARDING TAX
- ANNEXURE D DECLARATION OF INTERESTS
- ANNEXURE E TENDER CHECK LIST
- ANNEXURE F FORM OF AGREEMENT- MBD 4,6.1 8 & 9 \ SAME AS FORM OF OFFER

**NOTE: BIDDERS MUST COMPLETE THE ABOVE FORMS IN BLACK INK**

## **18. BRIEFING SESSION AND BID CLOSING DATE**

- 18.1. Briefing Session: **03 October 2022**
- 18.2. Closing Date for the Bid

**All responses to this tender should reach the Municipality Offices Kwa-Baca not later than the 12:00 on the 17 October 2022.**

## **19. OUTCLAUSE**

19.1. The Umzimvubu Local Municipality reserves the right not to appoint if suitable candidates are not found, at the complete discretion of the Department.

19.2. The department reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

## **19.3. CONTACTS**

### **CONTACT PERSON FOR TECHNICAL ENQUIRIES**

All enquiries related to this bid call must be forwarded to:

- Mr X. Yakobi- Project Manager
- Mr L. MOLEKO Manager; Infrastructure & Planning
- TEL: 039 254 6000\039 255 8500 (Respectively)

### **CONTACT PERSON FOR SUPPLY CHAIN MANAGEMENT ENQUIRIES:**

MR T. Mbukushe TEL : 039 255 8500