

**WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY**



**REHABILITATION AND MAINTENANCE OF DUMPING  
SITE**

**WMM LM 04/08/22/02 RMD**

**CIDB-3CE**

|                             |                     |
|-----------------------------|---------------------|
| CLOSING DATE: 24 APRIL 2023 | CLOSING TIME: 12H00 |
|-----------------------------|---------------------|

Email documents to [tenders.scm@mbizana.gov.za](mailto:tenders.scm@mbizana.gov.za)

NAME OF BIDDER\* .....

ADDRESS of BIDDER .....

EMAIL ADDRESS\* .....

Prepared by:  
Winnie Madikizela Manadela Local Municipality  
PO Box 12  
Bizana  
4800

CONTACT PERSON: N. Xoko ([xokon@mbizana.gov.za](mailto:xokon@mbizana.gov.za))



**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY  
ADVERT**

| PROJECT NAME                                      | CONTRACT NUMBER        | CIDB GRADING | CLOSING DATE      |
|---|------------------------|--------------|-------------------|
| 1. Rehabilitation and Maintenance of Dumping Site | WMM-LM 04/08/22/02 RMD | CIDB-3CE     | 24/04/2023 @12h00 |

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 projects for Winnie Madikizela-Mandela Local Municipality.

Bid documents can be downloaded from e-tender portal website. ([www.etenders.gov.za](http://www.etenders.gov.za))

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

The bids will be evaluated on the **80/20 or 90/10** preferential points system

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

- A copy of Entity Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 3 months), proof of CSD Registration
- SARS Valid PIN Printout
- Bid documents MBD1, MBD4, MBD6.1, MBD6.2, MBD6.4, MBD 8 and MDB 9 MBD 6.2 and 6.4 are all compulsory submissions
- 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
- Evaluation Criteria: 80 or 90= Price, 20 or 10= Specific Goals as per the attached MBD 6.1 respectively
- 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

**Advert Date: 24 March 2023**

**Closing Date: All tenders must be emailed to [tenders.scm@mbizana.gov.za](mailto:tenders.scm@mbizana.gov.za) by no later than the date and time stated above after which they will be opened. All tenders must be clearly marked the Name of the project and Reference number indicated above. There is no tender briefing**

No late, incomplete or facsimile bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. Winnie Madikizela-Mandela Local Municipality reserves the right to accept part or full bid. For technical enquiries, please contact Ms. N. Xoko, email: [xokon@mbizana.gov.za](mailto:xokon@mbizana.gov.za) during working hours. For Supply Chain Management related enquiries, please contact Mr. Z. Khala at (079) 886 0942, email: [khalaz@mbizana.gov.za](mailto:khalaz@mbizana.gov.za) during working hours

.....  
**Mr. L. Mahlaka**  
**Municipal Manager**

## Letter of Consent

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The Municipal Manager

Winnie Madikizela-Mandela Local Municipality

P.O. Box 12

Bizana

4800

Sir/Madam

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

I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered.

I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material value to Winnie Madikizela-Mandela Local Municipality and directly relevant to the consideration of my/our Bid.

I/we \_\_\_\_\_ grant my/our consent to such source to provide confidential information.

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

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

Please tick the appropriate box.

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

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

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

Name of the Witness

Signature:

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## PART A

## INVITATION TO BID

|  |  |               |  |   |  |
|--|--|---------------|--|---|--|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>  |  |               |  |   |  |
| BID NUMBER:  |  | CLOSING DATE: |  | CLOSING TIME:   |  |
| DESCRIPTION  |  |               |  |   |  |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>  |  |               |  |   |  |
| BID RESPONSE DOCUMENTS MAY BE SENT VIA EMAIL TO THE EMAIL ADDRESS PROVIDED BELOW OR AS PER TENDER REQUIREMENTS   |  |               |  |   |  |
| <a href="mailto:TENDERS.SCM@MBIZANA.GOV.ZA">TENDERS.SCM@MBIZANA.GOV.ZA</a> for tenders above R200 000 inclusive of VAT   |  |               |  |   |  |
| OR   |  |               |  |   |  |
| <a href="mailto:QUOTES.SCM@MBIZANA.GOV.ZA">QUOTES.SCM@MBIZANA.GOV.ZA</a> for quotations below R200 000 but above R30 000 inclusive of VAT                        |  |               |  |   |  |
| <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:   |               | OR   | CSD No:   |  |
| PEOPLE LIVING WITH DISABILITY<br>[TICK APPLICABLE BOX]   | <input type="checkbox"/> Yes<br><input type="checkbox"/> No                        |               | MILITARY VETERAN   | <input type="checkbox"/> Yes<br><input type="checkbox"/> No                           |  |
| <b>[DOCUMENTARY PROOF/ SWORN AFFIDAVIT (FOR PEOPLE LIVING WITH DISABILITIES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR TARGETED GOALS]</b> |  |               |  |   |  |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] |               | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[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   |  |               | CONTACT PERSON   |   |  |
| CONTACT PERSON   |  |               | TELEPHONE NUMBER   |   |  |
| TELEPHONE NUMBER   |  |               | FACSIMILE NUMBER   |   |  |
| FACSIMILE NUMBER   |  |               | E-MAIL ADDRESS   |   |  |
| E-MAIL ADDRESS   |  |               |  |   |  |

## 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 GENERAL CONDITIONS OF CONTRACT (GCC) 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-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.   |  |
| 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.  |  |
| <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?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| <b>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.</b>               |  |

**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: .....

**WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY**  
**REHABILITATION AND MAINTENANCE OF DUMPING SITE**  
**TENDERING PROCEDURE**

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## **CONDITIONS OF TENDER**

### **2.1 General**

#### **2.1.1 Actions**

The Employer and each Tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in 2.2 and 2.3, timeously and with integrity, and behave equitably, honestly and transparently.

#### **2.1.2 Tender Documents**

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

#### **2.1.3 Interpretation**

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

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

#### **2.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data. If it happens that the tenderer puts in a wrong information on the tender data which leads to him/her not receiving communication from the employer then that's not the employer's fault and the tenderer shall take full responsibility for that.

#### **2.1.5 The employer's right to accept or reject any tender offer**

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

2.1.5.2 After the cancellation of a tender process or the rejection of all tender offers the employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than six months after the closing date for tender offers or have it performed in another manner at any time.

### **2.2 Tenderer's obligations**

#### **2.2.1 Eligibility**

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

#### **2.2.2 Cost of tendering**

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

aspects of the offer satisfy requirements. Cost breakdown must be provided for the total tendered price.

### **2.2.3 Check documents**

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

### **2.2.4 Confidentiality and copyright of documents**

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

### **2.2.5 Reference documents**

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

### **2.2.6 Acknowledge addenda**

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

### **2.2.7 Site visit and clarification meeting**

Attend, where required, a site visit and 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.

### **2.2.8 Seek clarification**

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

### **2.2.9 Insurance**

The extent of insurance to be provided by the Tenderer must 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.

### **2.2.10 Pricing the tender offer**

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

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

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

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



### **2.2.11 Alterations to documents**

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited. The original tender document must be returned as it without any alterations. Where the tenderer wants to add supporting documents then they can be submitted separately or attached to this document with a stapler or any other acceptable means. All the pages of the document must be initialed at the bottom of the page. This document must not be altered and must be returned as it is. Even the binding method must not be altered at all.

### **2.2.12 Alternative tender offers**

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

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

### **2.2.13 Submitting a tender offer**

2.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the tender data.

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

2.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any 3 documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

2.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner who the employer shall hold liable for the purpose of the tender offer.

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

### **2.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive. All the pages of the tender document must be filled in and initialed at the bottom failing which it will be deemed incomplete.

### **2.2.15 Closing time**

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

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

#### **2.2.16 Tender offer validity**

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

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

#### **2.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

#### **2.2.18 Provide other material**

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

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

#### **2.2.19 Inspections, tests and analysis**

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

#### **2.2.20 Submit securities, bonds, policies, etc.**

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

#### **2.2.21 Check final draft**

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

#### **2.2.22 Return of other tender documents**

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

### **2.2.23 Certificates**

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

## **2.3 The Employer's undertakings**

### **2.3.1 Respond to clarification**

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

### **2.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to all tenderers who drew documents.

### **2.3.3 Return late tender offers**

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

### **2.3.4 Opening of tender submissions**

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

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

2.3.4.3 Make available the record outlined in 2.3.4.2 to all interested persons upon request.

### **2.3.5 Non-disclosure**

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

### **2.3.6 Grounds for rejection and disqualification**

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

### **2.3.7 Test for responsiveness**

Determine, on opening and before detailed evaluation, whether each tender offer properly received:

a) meets the requirements of these Conditions of Tender,

- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.
- d) Complete tender document where all the pages are signed and initialed.

A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, change the Employer's or the tenderer's risks and responsibilities under the contract, or affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

### **2.3.8 Arithmetical errors**

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

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

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

### **2.3.9 Clarification of a tender offer**

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

### **2.3.10 Evaluation of tender offers**

#### **2.3.10.1 General**

This process follows the process described in Item 3.8. and is only applicable to responsive tenders.

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

- 1) Score tenders on functionality and only proceed to pricing with the responsive tenders
- 2) Score tender evaluation points for financial offer.
- 3) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing.
- 4) Calculate total tender evaluation points.
- 5) Rank tender offers from the highest number of tender evaluation points to the lowest.
- 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

#### 2.3.10.2 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$N_{FO} = W_1 \times A$  where:

$N_{FO}$  = the number of tender evaluation points awarded for the financial offer.

$W_1$  = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

$A$  = a number calculated using the formula below.

$$A = \left(1 - \frac{(P - P_m)}{P_m}\right)$$

where:

$P_m$  = the comparative offer of the most favourable tender offer.

$P$  = the comparative offer of tender offer under consideration.

#### 2.3.11 Insurance provided by the employer

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

#### 2.3.12 Acceptance of tender offer

2.3.13.1 Accept tender offer only if the tenderer satisfies the legal requirements stated in the Tender Data.

2.3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

#### 2.3.14 Notice to unsuccessful tenderers

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

#### 2.3.15. Prepare contract documents

The tender documents, in its entirety, shall form the basis of the contract. If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

#### 2.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included. Unless otherwise stated, or agreed to in writing, the duly completed "Form of Offer and Acceptance", completed and signed by both parties, will constitute the final contract.

#### **2.3.17 Complete adjudicator's contract**

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

#### **2.3.18 Provide copies of the contracts**

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

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**Note:** Tender documents must be complete, and all of the returnable documents signed, failing which the tender will be deemed non-responsive.

**3. TERMS OF REFERENCE**

The municipality wants to appoint a service provider for a period of eighteen (18) months for the Provision of suitable plant that will be used to rehabilitate and manage EXT 3 Dumping site in Ward 1, Winnie Madikizela-Mandela Local Municipality.

**The rehabilitation includes the following activities as specified in the table below:**

**N.B Work by (Project Manager, Site Foreman & General Assistants) to be done daily, all employees should work a maximum of 6 days in a week including weekends/public holidays.**

| ITEM | DESCRIPTION  | QUANTITY | DURATION   |
|------|--|----------|------------|
| 1.   | Project Managers (Requirements: Environmental/Waste Management Qualifications, Project Management Certificate and 3 years' Experience: Civil Engineering Qualification, Project Management certificate and 3 years' experience<br>N.B. PM's will have to be full time on-site (5 days a week)<br>Attach CV's, certified qualifications, certified ID copy            | 1        | 18 months. |
| 2.   | Site Foreman (Requirements: Grade 12, 2 Years' Experience, Resident of the Ward and Civil Work Experience).<br><b>N.B.</b> Attach CV's, certified qualifications, certified ID copy  | 1        | 18 months. |
| 3.   | 6 General Workers (Requirements: Resident of the Village).   | 6        | 18 months. |
| 4.   | Site Establishment:<br><br>NB: Site Office must include the following (Fully Equipped) <ul style="list-style-type: none"> <li>• 2 roomed container/Wendy house</li> <li>• 1 cupboard</li> <li>• 12 chairs</li> <li>• 1 table</li> <li>• Safety file and First Aid kit</li> <li>• Cleaning equipment</li> <li>• Solar powered</li> <li>• Cleaning material</li> </ul> | 1        | 18 months  |

|     |  |   |  |
|-----|--|---|--|
| 5.  | Pushing, burying, covering and compacting waste using appropriate machinery.   | 4 146 m <sup>2</sup>                    | For the duration of the project when required.   |
| 6.  | Digging 1 rectangular trench/cell for future burial of waste.  | 80m long, 10m wide and 6m deep          | For the duration of the project when required.   |
| 7.  | Pushing of scattered waste back into the cell, especially after heavy rainfalls when trucks could not reach the dug cells.   | 4 146 m <sup>2</sup>                    | For the duration of the project when required.   |
| 8.  | Clearing and treating alien plants around the site using labour and environmentally friendly herbicides.   | 5 146 m <sup>2</sup>                    | For the duration of the project when required.   |
| 9.  | Levelling & compaction of access road to the new dug cells. To excavate material for access road.  | Maximum of 60m access road to the cells | For the duration of the project when required.   |
| 10. | Collecting of old tyres and other debris along the river and store them to municipal designated area/ and or dispose.<br>Monthly water sampling & testing in the near-by stream:   | As per demand                           | For the duration of the project when required.   |
| 11. | Landscaping, grass cutting, collection and disposal of grass at the site entrance, and around the security guard house.  | 1000 m <sup>2</sup>                     | For the duration of the project when required.   |
| 12. | Provision non-accredited training (First Aid & Occupational Health and Safety Training) to employees.  | All employees                           | Once off Training to be done at the beginning of the contract and once after 12 months.                    |
| 13. | Purchasing of Personal Protective Clothing (PPE) to all employees. Items to be purchased includes: 2 Overalls, 1 Reflective Bomber Jacket, 1 pair Safety Shoe, 8 pairs of PVC Gloves, 1 Cricket hat, 1 Beanie hat, 1 hard hat, 1 pair of Gum Boots, 1 pair of Rain Suits, 2 T-shirts, goggles, 2 reflector coats and Dust Masks (provided daily to workers). NB: Overalls, jackets, hats, T-shirts must be branded with company name and the municipal name and logos. | All employees                           | Protective Clothing to be provided to employees at the beginning of the contract and once after 12 months. |
| 14. | Project Management Fees  | Monthly                                 | 18 months  |

#### 4. THE SERVICE PROVIDERS MUST TAKE NOTE OF THE FOLLOWING KEY REQUIREMENTS OF THE CLIENT:

- The service provider must have full understanding of Landfill site operations and Project Management team i.e. key personnel acquired at least 3 years' experience in Waste Management Techniques/ Environmental Management/Science, Project Management and Civil Engineering (attach CV's and certified qualifications). N.B. 2 Project Managers



are required for the Job: Civil Engineering and Environmental Management/Science qualifications with Project Management.

- The rate quoted must include the fuel (**Wet Rate**).
- The rate quoted must include **Vat** for **Vat Vendors**.
- All **salaries and wages** for all beneficiaries must be based on the **EPWP ministerial determination**.
- The appointed service provider must own the plant (Provide proof of ownership) or proof showing terms and conditions of hiring plant (must make sure that it will be available on the dates agreed by the municipality) and provide signed agreement with the owner of machinery.
- The plant must come with operators for the entire project period.
- The plant must not stand for a period of more than 2 days if there is a mechanical problem.
- The appointed service provider must provide the municipality with a work programme 7 days after the appointment date.
- The appointed service provider must deliver the plant to the municipality within two weeks after the appointment date.
- The plant will work from Monday to Friday **08:00 to 16:30** with a **thirty minutes** lunch time.
- It is expected that every month the service provider will submit a work plan of the work to be done and must be signed off by the Manager: Environmental Services. Failure to do so will deem the service to be in breach of the contract.
- All employees on site will have to under-go compulsory medical check-ups at the beginning of the project and every 6 months thereafter.
- Under no circumstances will the plant not work because the operators are not available. There should be a contingency plan to have a second operator on standby to replace any operator that is sick or on leave or for any other reason.
- The rate must include the **costs of the operators** and **diesel** and **any other costs** as there will be **no additional amount to be added on the award budget**.
- Claims will be done on a monthly basis and the service provider must submit the claim by the **20<sup>th</sup> of each month** for payment on the **30<sup>th</sup> of each month**, and the **10<sup>th</sup> of each month** for the payment on the **15<sup>th</sup> of each month**.
- The claim must be submitted with **timesheets and report** as a proof of work for each month before any payment can be done.

## 5. EVALUATION CRITERIA

The bids will be evaluated in two stages, namely:

- Stage 1 – Functionality
- Stage 2 – Price and Specific Goals Points

Only Bidders who score 70% or more on stage 1 will be evaluated further and therefore eligible for the award.

| Functionality Category and Description  | Points Allocation        |
|---|--------------------------|
| <p>Project Capability and Related Experience:</p> <p>Bidders shall provide traceable references such as signed appointment letters and reference/completion letters/certificates for Previous Experience in maintenance/project management/construction work to the value of R800 000 or above in the past 5 years.</p> <p>2 appointment letters and 2 reference letters to be attached.</p> <p>1 appointment letter and reference/completion letter/certificate=10 points</p> <p>N.B. Appointment letters will be confirmed</p>  | 20                       |
| <p>Methodology:</p> <p>Detailed methodology with the following headings</p> <ol style="list-style-type: none"> <li>1. Scope of work- As per the tender document</li> <li>2. Quality Management: include relevant Qualifications, attachments for Project Managers- CV's with at least 3 years' experience &amp; traceable references: <ul style="list-style-type: none"> <li>-Environmental Management/Science qualifications – 4 points, with 3 years or more experience in undertaking similar project/s/work – 3 points</li> <li>- Project Management – 2 points</li> <li>-Civil Engineering qualification – 4 points, with 3 years or more experience in undertaking similar project/s/work – 2 points</li> </ul> </li> <li>3. Risk Management &amp; Communication Plan-2 Points</li> <li>4. Time frames &amp; Delivery period- As per the tender document</li> </ol> | 20                       |
| <b>1. Availability all required Plant and Machine</b>   | <b>Maximum 60 Points</b> |
| <b>1.1 Proof of Ownership for all required Plant and Machine (Logbook or Purchase agreement must be attached with either under the name of the company or under the name of director/s)</b>   |                          |
| Excavator   | 10                       |

| Functionality Category and Description  | Points Allocation |
|---|-------------------|
| TLB   | 10                |
| Water Curt Truck  | 10                |
| Tipper Truck  | 10                |
| Dozer   | 10                |
| Roller  | 10                |
| <b>1.2 Lease of equipment – Attach Hire Agreement for all required Plant and Machine with Logbook or Purchase agreement under the name of the company on the lease or the director/s)</b> |                   |
| Excavator   | 5                 |
| TLB   | 5                 |
| Water Curt Truck  | 5                 |
| Tipper Truck  | 5                 |
| Dozer   | 5                 |
| Roller  | 5                 |

#### 6. EXT 3 DUMPING SITE REHABILITATION RATES

| ITEM | DESCRIPTION  | UNIT                    | RATE PER DAY/ITEM/MONTH | SUM |
|------|--|-------------------------|-------------------------|-----|
| 1.   | Site Establishment   | Item                    | Item                    |     |
| 2.   | 1 Project Manager  | Each                    | Month                   |     |
| 3.   | 1 Site foreman (Monday to Friday)  | Each                    | Day                     |     |
| 4.   | 1 General worker (Monday to Friday)  | Each                    | Day                     |     |
| 5.   | 1 Site Foreman (Public holiday and Sunday)   | Each                    | Day                     |     |
| 6.   | 1 General worker (Public holiday and Sunday)   | Each                    | Day                     |     |
| 7.   | Dozer  | Daily Rate              | Day-                    |     |
|      | Excavator  | Daily Rate              | Day-                    |     |
|      | TLB  | Daily Rate              | Day-                    |     |
|      | Water Curt Truck   | Daily Rate              | Day-                    |     |
|      | Tipper Truck   | Daily Rate              | Day-                    |     |
|      | Roller   | Daily Rate              | Day-                    |     |
| 6.   | Grass cutting, collection and disposal of grass at the site entrance, and around the security guard house. | Rate per m <sup>2</sup> | Day-                    |     |
| 7.   | Provision non-accredited training (First Aid &   | Per person              | Day-                    |     |

|     |  |   |        |  |
|-----|--|---|--------|--|
|     | Occupational Health and Safety Training) to employees.   |   |        |  |
|     |  |   |        |  |
| 8.. | Purchasing of Personal Protective Clothing (PPE) to all employees. Items to be purchased includes: | Protective Clothing to be provided to employees twice during the Implementation of the project. |        |  |
|     | Branded Overall – work suit  | Unit Price  | Item-  |  |
|     | Reflective Bomber Jacket   | Unit Price  | Item-  |  |
|     | Safety Shoe  | Unit Price  | Item-  |  |
|     | PVC Gloves   | Unit Price  | Item-  |  |
|     | Cricket hat  | Unit Price  | Item-  |  |
|     | Beanie Hat,  | Unit Price  | Item-  |  |
|     | Hard hat   | Unit Price  | Item   |  |
|     | 1 pair Gum Boots   | Unit Price  | Item-  |  |
|     | 1 Rain suit  | Unit Price  | Item-  |  |
|     | 1 Reflector Coat   |   |        |  |
|     | Dust Masks.  | Unit Price per box with 20 masks inside.  | Item-  |  |
|     | T-shirt  | Unit Price  | Item-  |  |
| 9.. | Project Management Fees  | Monthly fee   | Month- |  |

**Note: The overall duration of the project is 18 months and works to be executed monthly. Cover material is available on site as clean rubble, but the service provider may be required to source material outside the site when the clean rubble is not enough.**

## 7. Schedule of Deviations

### Notes:

1. The extent of deviations from the tender documents issued 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 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 herein 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 ..... ..

.....  
(Name and address of organization)

Name and  
signature of  
witness ..... Date .....

**For the Employer**

Signature(s) ..... ..

Name(s) ..... ..

Capacity ..... ..

.....  
(Name and address of organization)

Name and  
signature of  
witness ..... Date .....

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**8. RETURNABLE DOCUMENTS**

**RECORD OF ADENDA TO BID DOCUMENTS (Notice to Bidders)**

We confirm that the following communications received from the Employer before the submission of this Bid offer, amending the Bid documents, have been considered in this Bid offer:

|    | <b>Date</b> | <b>Title or Details</b> |
|----|-------------|-------------------------|
| 1  |             |                         |
| 2  |             |                         |
| 3  |             |                         |
| 4  |             |                         |
| 5  |             |                         |
| 6  |             |                         |
| 7  |             |                         |
| 8  |             |                         |
| 9  |             |                         |
| 10 |             |                         |

Attach additional pages if more space is requested

**SIGNED ON BEHALF OF BIDDER: .....**

## 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, hareholder<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 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 (FULL NAMES)  
.....  
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 2022

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

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

### 1. GENERAL CONDITIONS

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

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

### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

|  | POINTS     |
|--|------------|
| <b>PRICE</b>                                     | <b>80</b>  |
| <b>SPECIFIC GOALS</b>                            | <b>20</b>  |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

|   |           |   |  |
|---|-----------|---|--|
| <b>80/20</b>  | <b>or</b> | <b>90/10</b>  |  |
| $Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$ | or        | $Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$ |  |

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

|              |           |              |  |
|--------------|-----------|--------------|--|
| <b>80/20</b> | <b>or</b> | <b>90/10</b> |  |
|--------------|-----------|--------------|--|

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

Where

Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system)<br>(To be completed by the organ of state) | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) | Number of points claimed (90/10 system)<br>(To be completed by the tenderer) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|---|--|--|--|--|
| South African   | 1.5  | 3  |  |  |
| Black   | 1.5  | 3  |  |  |
| Women   | 1.75   | 3.5  |  |  |
| Youth   | 1.75   | 3.5  |  |  |
| Leaving with disability                                     | 1.75   | 3.5  |  |  |
| Military Veterans   | 1.75   | 3.5  |  |  |
| <b>Total Points Allocated</b>                               | <b>10</b>  | <b>20</b>  |  |  |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation
  - ☐ Public Company
  - ☐ Personal Liability Company
  - ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....  
.....

## MBD 6.2

## **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 targeted goals.
- 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](http://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](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. ....  
.....

BIDDER (S)

SIGNATURE (S) OF

2. ....DATE: .....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

| Item | Question   | Yes  | No  |
|------|--|--|---|
| 4.1  | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><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></p> | <p>Yes</p> <p><input type="checkbox"/></p> | <p>No</p> <p><input type="checkbox"/></p> |

|             |   |                                 |                                |
|-------------|---|---------------------------------|--------------------------------|
| 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)?<br><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b> | Yes<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.7.1       | If so, furnish particulars:   |                                 |                                |

### CERTIFICATION

**I, THE UNDERSIGNED (FULL NAMES) .....**

**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. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

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

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

**MBD 9**

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