



## EMAKHAZENI LOCAL MUNICIPALITY



### SUPPLY, DELIVERY, AND OFF-LOADING OF A WASTE REMOVAL TRUCK (COMPACTOR TRUCK) FOR EMAKHAZENI LOCAL MUNICIPALITY ELM 23/07/02

### TENDER DOCUMENT

**ISSUED BY:** EMAKHAZENI LOCAL MUNICIPALITY

24 Scheepers street

Emakhazeni

1100

**CONTACT:** 013 253 7600

**NAME OF TENDERER:** .....

**TOTAL BID PRICE (INCL. VAT):** .....

**CSD REGISTRATION NUMBER:** .....

**TAX COMPLIANT STATUS PIN:** .....

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



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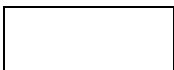
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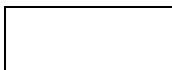
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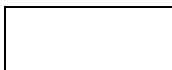
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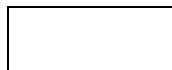
*Tenderer*



*Witness 1*



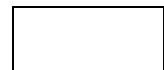
*Witness 2*



*Employer*



*Witness 1*



*Witness 2*



## TENDERING PROCEDURES

### THE TENDER

#### **Part T1: Tendering Procedures**

- T1.1 Tender notice and invitation to tender
- T1.2 Tender Data

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bid documents will be obtainable on payment of **cash non-refundable document fee of R350.00 per document** from the offices of the Emakhazeni Local Municipality, 25 Scheepers Street, Belfast during office hours from 07H45 to 12h30 and 13h00 to 15h00 weekdays, or on supply of proof of EFT payment made into the following bank account: **FNB Current Account Number 62028195510 Branch Code 270351, Tender Reference number (Project Number and Company Name)**, the document can also be obtained on the municipality's website or on the e-Tender Website at <http://www.etenders.gov.za/content/advertised-tenders> at no cost.

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender documents. The tenders and relevant documents must be sealed in a envelope and externally endorsed with **Project No** and be deposited in the Tender Box, Ground Floor, Emakhazeni Local Municipality, 25 Scheepers Street, Belfast, Mpumalanga. **The Tenders shall remain valid for a period of 90 days from the closing date.** Telegraphic, telephonic, fax, telex e-mail or late tenders will not be accepted.

Project number	Description	Availability of Tender document	Briefing session	Closing Date	Functionality %	Contact person
ELM 23/07/02	SUPPLY, DELIVERY, AND OFF-LOADING OF A WASTE REMOVAL TRUCK (COMPACTOR TRUCK) FOR EMAKHAZENI LOCAL MUNICIPALITY	Friday, the 29 <sup>nd</sup> of July 2022	None	Friday, the 12 <sup>th</sup> of August 2022 at 12h00	60%	Procurement enquiries: Mr. Joas Madiope at 013 253 7601 <a href="mailto:joas.madiope@emakhazeni.gov.za">joas.madiope@emakhazeni.gov.za</a>  Technical enquiries: Mr V. Mnisi 013 253 7600 <a href="mailto:yusi.mnisi@emakhazeni.gov.za">yusi.mnisi@emakhazeni.gov.za</a>

N.B. The procedure for evaluation of responsive tender will be Method 4: Financial Offer, Preferences and Quality (Functionality). Eligibility and quality (Functionality) will be assessed: where after tenders who scored a minimum of 60 % of the points or above for the category, will be evaluated using the 80/20 Preference Point System for Financial Offer and Preference. The Preferential Procurement Policy Framework Act, 2000, (PPPFA) (Act No.5 of 2000) applies to this tender. Master Registration Number and tax compliance status PIN to enable the municipality to verify the bidder's tax compliance status must be attached. Service providers must be registered at central supplier database (CSD). Service provider must also ensure that their BBEE certificate or Sworn affidavit is still valid as they will have a big impact during evaluation processes.

### NOTE TO BIDDERS ON BID CONDITIONS:

- The Supply Chain Management Policy of Emakhazeni Local Municipality will apply. The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to bid;
- Bids that are submitted late, incomplete, unsigned or by facsimile, electronically or not completed in black ink will be rejected and not accepted for further evaluation;
- No late coming will be entertained;
- Members or Directors of Companies or Service Providers who are state employees are not allowed to bid or quote;
- Bids submitted are to be valid for a period of 90 days;

**Ms. S Tseka**  
**Acting Municipal Manager**  
**Emakhazeni Local Municipality**

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## NT1.2 TENDER DATA

### TENDER DATA

Clause	
C.1.1	<b>Actions</b>
C.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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
C.1.1.2	<p>The employer and the tenderer and all their agents and 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 interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. 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 soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.</p> <p><b>Note:</b> 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance 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.</p> <p>2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.</p>
C.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 the contract.
C.1.2	The documents issued by the employer for the purpose of a tender offer are listed in the tender data.
C.1.3	<b>Interpretation</b> <p>C.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.</p> <p>C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.</p> <p>C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:</p> <p>a) conflict of interest means any situation in which:</p>

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	<p>i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.</p> <p>ii) an individual or tenderer can exploit a professional or official capacity in some way for their personal or corporate benefit; or</p> <p>iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.</p> <p>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</p> <p>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.</p> <p>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;</p>			
C.1.4	<p><b>Communication.</b></p> <p>The Employer's Representative is;</p> <table border="1"> <tr> <td> <p><b><u>Accounting Officer:</u></b> Ms. S Tseka P. O. Box 17 Belfast 1100 Tel: 013 253 7628 Email: <a href="mailto:Sophia.tseka@emakhazeni.gov.za">Sophia.tseka@emakhazeni.gov.za</a></p> </td><td> <p><b><u>Procurement Enquiries.</u></b> Mr. J Madiupe P. O. Box 17 Belfast 1100 Tel: 013 253 7601 Email: <a href="mailto:joas.madiupe@emakhazeni.gov.za">joas.madiupe@emakhazeni.gov.za</a></p> </td><td> <p><b><u>Technical Enquiries.</u></b> Mr V. Mnisi P.O. Box 17 Belfast 1100 013 253 7600 Email: <a href="mailto:vusi.mnisi@emakhazeni.gov.za">vusi.mnisi@emakhazeni.gov.za</a></p> </td></tr> </table>	<p><b><u>Accounting Officer:</u></b> Ms. S Tseka P. O. Box 17 Belfast 1100 Tel: 013 253 7628 Email: <a href="mailto:Sophia.tseka@emakhazeni.gov.za">Sophia.tseka@emakhazeni.gov.za</a></p>	<p><b><u>Procurement Enquiries.</u></b> Mr. J Madiupe P. O. Box 17 Belfast 1100 Tel: 013 253 7601 Email: <a href="mailto:joas.madiupe@emakhazeni.gov.za">joas.madiupe@emakhazeni.gov.za</a></p>	<p><b><u>Technical Enquiries.</u></b> Mr V. Mnisi P.O. Box 17 Belfast 1100 013 253 7600 Email: <a href="mailto:vusi.mnisi@emakhazeni.gov.za">vusi.mnisi@emakhazeni.gov.za</a></p>
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	<p>Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer or his nominee will be regarded as amending the tender documents. Tender offer communicated on paper shall be submitted as an original. 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</p> <p>In the event that no correspondence or communication is received from the ELM within hundred and twenty (90) days after the stipulated closing date and time of the tender, the tender proposal will be deemed to be unsuccessful.</p>			
C.1.5	<p><b>Cancellation and Re-Invitation of Tenders</b></p> <p>C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-</p> <p>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.</p> <p>b) funds are no longer available to cover the total envisaged expenditure; or</p>			

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	<p>c) no acceptable tenders are received.</p> <p>d) there is a material irregularity in the tender process.</p> <p>C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised</p> <p>C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.</p>
C.1.6	<p><b>Procurement procedures</b></p> <p><b>C.1.6.1 General</b></p> <p>Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.</p> <p><b>C.1.6.2 Competitive negotiation procedure</b></p> <p>C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.</p> <p><b>C.1.6.2.2</b> All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.</p> <p><b>C.1.6.2.3</b> At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.</p> <p><b>C.1.6.2.4</b> The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.</p> <p><b>C.1.6.3 Proposal procedure using the Method 4</b></p> <p><b>C.1.6.3.1 Method 4</b></p> <p>Method 4: Financial Offer, Preferences and Quality (Functionality)</p>
C.2.1	<p><b>Eligibility</b></p> <p>Only bidders that have required documents as stipulated in the tender document are eligible to tender.</p>
C.2.2	<p><b>Cost of Tendering</b></p> <p>The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the cost of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>

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C.2.3	<b>Check documents</b> The Tenderer should check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
C.2.4	<b>Confidentiality and Copyright of Documents.</b> 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
C.2.5	<b>Reference documents</b> 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.
C.2.6	<b>Acknowledge addenda</b> 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, to take the addenda into account.
C.2.7	<b>Clarification Meeting</b> A Compulsory clarification meeting will NOT be held for the project. However, project enquiries are welcomed up to and until a day before the closing of tenders.
C.2.12	<b>Alternative tender offer.</b> <b>No</b> alternative tender offers will be considered or accepted.
C.2.13	<b>Submitting tender offer:</b>
	Tenders must be deposited in the tender box clearly marked with project description  <b>Project: SUPPLY, DELIVERY, AND OFF-LOADING OF A WASTE REMOVAL TRUCK (COMPACTOR TRUCK) FOR EMAKHAZENI LOCAL MUNICIPALITY</b> <b>Location of tender Box:</b> Emakhazeni Municipality Building <b>Physical Address:</b> Emakhazeni Municipality, 25 Scheepers Street Belfast  Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered  All tender received by the Emakhazeni Local Municipality will remain in the Municipality's possession until after the stipulated closing date and time and lapsing of the tender validity period.  Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered
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C.2.15	<b>Closing Time:</b>								
	<p>The time and location for opening of the Tender offers are:</p> <p>Closing Time: 12H00 Closing Date: 12 August 2022 Location: Emakhazeni Local Municipality 25 Scheepers Street, Belfast, 1100</p> <p>Tenders will be opened in public at the same time.</p>								
	<p>After the opening of the tender proposals, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the ELM.</p>								
C.2.16	<b>Tender Offer Validity</b> The Tender offer validity period is <b>90 days</b> from the closing date.								
C.2.17	<b>Tender clarification after submission</b> A tender may be regarded as non-responsive if the tenderer fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.								
C.3.11	<b>Tender evaluation points</b> <p>The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 point system shall be applicable.</p> <p>Preference points for this bid shall be awarded for:</p> <p>(a) Price; and (b) B-BBEE Status Level of Contribution.</p> <p>The maximum points for this bid are allocated as follows:</p> <table border="1"><thead><tr><th></th><th>POINTS</th></tr></thead><tbody><tr><td>PRICE</td><td>80</td></tr><tr><td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td><td>20</td></tr><tr><td>Total points for Price and B-BBEE must not exceed</td><td>100</td></tr></tbody></table>		POINTS	PRICE	80	B-BBEE STATUS LEVEL OF CONTRIBUTION	20	Total points for Price and B-BBEE must not exceed	100
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B-BBEE STATUS LEVEL OF CONTRIBUTION	20								
Total points for Price and B-BBEE must not exceed	100								

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### Evaluation of Tenders

The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be terms of the Supply Chain Management Policy of the ELM.

#### The following steps will be followed in evaluation;

1. Determination of whether or not tender offers are complete.
2. Determination of whether or not tender offers are responsive.
3. Determination of the reasonableness of tender offers.
4. Confirmation of the eligibility of preferential points claimed by tenderers.
5. Determination of expertise and experience of tenderers.
6. Awarding of points for financial offer.
7. Ranking of tenderers according to the total points
8. Performance of risk analysis by checking the credit record of the tenderers

### Evaluation Criteria

The procedure for the evaluation of responsive Bids will be on the average of the previous three projects where the firm was involved for similar projects. Reference of Clients including ELM must be provided.

Tenders are adjudicated in terms of ELM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

### Technical adjudication and General Criteria

- Tenders will be adjudicated in terms of inter alia:
- Compliance with Tender conditions
- Technical specifications

If the Tenderer does not comply with the Tender Conditions, the Tenderer may be rejected. If technical specifications are not met, the Tender may also be rejected.

With regard to the above, certain actions or errors are unacceptable and warrants **REJECTION OF THE TENDER**, for example

- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- If tender document is not fully completed as required and as stipulated in the tender data.
- If any tender document is tempered with or it is unbundled or unbundled.
- Scratching out without initialling next to the amended information.
- Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil.
- The Tender has not been properly signed by a party having the authority to do so, according to the Form D – “Authority for Signatory”.
- A Resolution by a Board of Directors of the Company authorizing the Tenderer to sign the Tender document on behalf of the Company. No authority for signatory submitted on company letter head.

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	<ul style="list-style-type: none"> <li>Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.</li> <li>The Tenderer's attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.</li> <li>The Tender has been submitted after the relevant closing date and time</li> <li>Failure to complete and sign Form C1.1 Form of Offer and Acceptance</li> <li>If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months. Submitting a proof of this is compulsory.</li> <li>If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.</li> </ul>
	<p><b>Size of enterprise and current workload</b></p> <ul style="list-style-type: none"> <li>Evaluation of the Tenderer's position in terms of:</li> <li>Previous and expected current annual turnover</li> <li>Current contractual obligations</li> <li>Capacity to execute the contract</li> </ul> <p><b>Staffing profile</b></p> <p>Evaluation of the Tenderer's position in terms of:</p> <ul style="list-style-type: none"> <li>Staff available for this contract being Tendered for</li> <li>Qualifications and experience of key staff to be utilized on this contract.</li> </ul> <p><b>Proposed Key Personnel</b></p> <p>In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV's) for the Staff available named and working on full time basis for the Tenderer. The CV should follow the normal Professional Format including certified copies of qualifications.</p> <p>Much importance will be placed on the experience of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenders' proposal and/ or Agreement entered into by the Client for the execution of the services</p>
	<p><b>Previous experience</b></p> <p>The procedure for the evaluation of responsive Bids will be on the average of the <b>three projects</b> where the firm was involved. Reference of clients other than ELM <b>MUST</b> be provided.</p> <p>The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last three (5) years.</p> <p>Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> <li>Experience in the relevant technical field</li> <li>Experience of contracts of similar size</li> <li>Some or all of the references will be contacted to obtain their input.</li> </ul>

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	<p>The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects.</p> <p><b>Financial ability to execute the contract:</b></p> <p>Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"><li>Contact the Tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.</li></ul> <p>Audited financial statements for three (3) years in case the total cost of the project charged is above R10 Million.</p>								
	<p><b>Good standing with SA Revenue Services</b></p> <ul style="list-style-type: none"><li>Determine whether a valid tax clearance certificate issued by SARS or Tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS has been submitted.</li></ul> <p>If the Tender does <b>not</b> meet the requirements contained in the ELM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.</p> <p><b>Penalties</b></p> <p>The Emakhazeni Local Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"><li>Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.</li><li>Impose a financial penalty at the discretion of Council</li><li>Restrict the contractor, its shareholders and directors on obtaining any business from the Emakhazeni Local Municipality for a period of 5 years</li></ul> <p><b>Evaluation Method 4</b></p> <p>Which entails the balance between financial offer, preferences and Quality and 80-20 points system, will be adopted.</p> <p><b>Evaluation Criteria</b></p> <p>The Firm's tender responsiveness in relation to points is therefore summarized as follows:</p> <table><tr><td>Submission of Critical Specified documents</td><td>60</td></tr><tr><td>Experience of Firm on similar or comparable projects</td><td>20</td></tr><tr><td>Locality</td><td>20</td></tr><tr><td><b>Total</b></td><td><b>100</b></td></tr></table>	Submission of Critical Specified documents	60	Experience of Firm on similar or comparable projects	20	Locality	20	<b>Total</b>	<b>100</b>
Submission of Critical Specified documents	60								
Experience of Firm on similar or comparable projects	20								
Locality	20								
<b>Total</b>	<b>100</b>								
C.3.13	<p><b>Acceptance of tender offer</b></p> <p>Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:</p> <p>a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;</p>								

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Witness 1

Witness 2



	<p>b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;</p> <p>c) has the legal capacity to enter into the contract;</p> <p>d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;</p> <p>e) complies with the legal requirements, if any, stated in the tender data; and</p> <p>f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</p>
F.1.	<p><b>Declaration Certificate for Local Production and Content for Designated Sectors</b></p> <p><b>Failure to complete and comply with minimum threshold of MBD 6.2, Annexure C, D &amp; E for Local Content is an automatic disqualification. Tenderers must ensure that products/materials supplied are manufactured/produced locally. Tenderers must also ensure that imported products/material are exempted by the Department of Trade and Industry (DTI).</b></p>
F.2.	<p><b>The Employer's right to accept or reject any tender offer</b></p> <p>The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Emakhazeni Local Municipality.</p>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Tenderer's tender responsiveness in relation to points is therefore summarized as follows:

Submission of Critical Specified documents	60
Experience of Firm on similar or comparable projects	20
Locality	20
Sub-Total	100

**A firm must obtain a minimum of 60 points out of the 100 points above to be considered for price and BBB-EE evaluation.**

Evaluation Criteria	Description	Elimination Factor	Maximum Points obtainable	Points Claimed
	Warranty Plan (Refer to Note 1)	Yes	30	
	Breakdown of Service Maintenance (Refer to Note 2)	Yes	30	
Sub-Total			60	
Company Experience in Similar or Comparable projects (Refer to Note 3)		Elimination Factor	Maximum Points obtainable	Points Claimed
Number of Projects for Supply/Delivery of Trucks, or Earth Moving Equipment Successfully Executed e.g. Water/Sewer Tanker Trucks, Tipper Trucks, other Trucks heavy duty Trucks, Graders, TLB, Rollers, Loader, Excavators, etc.	1	No	5	
	2 - 3	No	10	
	4 and above	No	20	
Sub-Total			20	

Locality (Maximum points obtainable 20) (NB: Refer to Note 4)

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Tenderers Main Office within Emakhazeni Local Municipality			20	
Tenderers Main Office within Nkangala District Municipality			15	
Tenderers Main Office within Mpumalanga Province			10	
Tenderers Main Office Outside Mpumalanga Province			5	
Sub-total			20	
Total			20	

TOTAL SCORE: \_\_\_\_\_/100

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



#### **Note 1. Warranty Plan**

The Tenderer shall attach a copy of Manufacturer's Warranty Plan (for each vehicle). Should this not be attached, the tender shall be regarded as non-responsive and therefore eliminated from further evaluation.

#### **Note 2. Breakdown of Service Maintenance**

The Tenderer shall attach a Breakdown of Service Maintenance (for each vehicle). Should this not be attached, the tender shall be regarded as non-responsive and therefore eliminated from further evaluation.

#### **Note 3. Company Experience in Similar or Comparable projects**

- **Appointment Letter or Purchase Order**
- **Confirmation of delivery**

#### **Note 4: Proof of Locality**

Proof of locality shall be verified/ Confirmed with company municipal utility account/ lease agreement indicating the head office address with municipal rates of the landlord and the registered physical address as per the CIPC documents. None attachment shall constitute of the points being forfeited and proof of residence will not be considered.

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## RETURNABLE DOCUMENTS

### Returnable Documents

List of returnable documents

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 8.4 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

### Returnable Schedules required for Tender evaluation purposes

COMPULSORY BID DOCUMENTS	
PART-A	INVITATION TO BID
PART-B	TERMS AND CONDITIONS FOR BIDDING
FORM-A2	COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES
FORM B	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM C	DECLARATION OF INTEREST
FORM D	AUTHORITY OF SIGNATORY
FORM E	DECLARATION OF GOOD STANDING REGARDING TAX
FORM F	FINANCIAL REFERENCES /TENDERER'S CREDIT RATING AND BANK DETAILS
FORM G	MUNICIPAL UTILITY ACCOUNT
FORM H	PREFERENCE SCHEDULE
FORM I	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
FORM J	CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM K	DECLARATION TENDERER'S LITIGATION HISTORY
FORM L	PROOF OF WARRANTY AND MAINTENANCE PLAN
FORM M	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
RETURNABLES FOR EVALUATION PURPOSES	
FORM N	TENDERER'S PROJECT STRUCTURE
FORM O	PROPOSED KEY PERSONNEL
FORM P	SCHEDULE OF PREVIOUS EXPERIENCE
FORM Q	SCHEDULE OF CURRENT PROJECTS
FORM R	SCHEDULE OF INFRASTRUCTURE AND RESOURCES
FORM S	SCHEDULE OF PROPOSED SUB CONTRACTORS
FORM T	RECORD OF ADDENDA TO TENDER DOCUMENTS

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



# COMPULSORY BID DOCUMENTS

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EMAKHAZENI LOCAL MUNICIPALITY					
BID NUMBER:	ELM 23/07/02	CLOSING DATE:	12 AUGUST 2022	CLOSING TIME:	12H00
DESCRIPTION	SUPPLY, DELIVERY, AND OFF-LOADING OF A WASTE REMOVAL TRUCK (COMPACTOR TRUCK) FOR EMAKHAZENI LOCAL MUNICIPALITY				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

**EMAKHAZENI LOCAL MUNICIPALITY**

**24 SCHEEPERS STREET**

**BELFAST**

**1100**

### SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes  <input type="checkbox"/> No

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

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**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	Mr. Vusi Mnisi
CONTACT PERSON	Mr. Joas Madiope	TELEPHONE NUMBER	013 253 7600
TELEPHONE NUMBER	013 253 7601	FACSIMILE NUMBER	013 253 1889
FACSIMILE NUMBER	013 253 1889	E-MAIL ADDRESS	<a href="mailto:vusi.mnisi@emakhazeni.gov.za">vusi.mnisi@emakhazeni.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:joas.madiope@emakhazeni.gov.za">joas.madiope@emakhazeni.gov.za</a>		

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 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.

### 2. TAX COMPLIANCE REQUIREMENTS

- 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.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ 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: .....

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## FORM A2: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES

In the case of a Joint Venture – Form “A2” needs to be completed

### SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

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

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**RESOLVED that:**

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the EMAKHAZENI LOCAL MUNICIPALITY in respect of the following project:

Bid / Project Number: \_\_\_\_\_ {ELM 23/07/02}

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

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

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

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

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

Physical address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ (code)

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

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



Tenderer



Witness 1



Witness 2



Employer



Witness 1



Witness 2



NO	NAME OF ENTITY	NAME OF REPRESENTATIVE	CAPACITY	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

*Note:*

1. \* Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## ATTACH THE FOLLOWING DOCUMENTS HERETO

1. **For Closed Corporations**

- CK1 or CK2 as applicable (Founding Statement)
- Copies of the certified ID's of the Directors

2. **For Companies**

- A copy of the Certificate of Incorporation
- Copies of the certified ID's of the Directors, and
- The shareholders register

3. **For Joint Venture Agreements**

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

4. **For Partnership**

- Copies of the certified ID's of the partners

5. **One-person Business / Sole trader**

- Copy of certified ID

6. **Details of Tax Compliance Status from South African Revenue Service and SARS Pin Document**

7. **Duly Signed and dated original or copy of Authority of Signatory on company Letterhead**

8. **B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (original or a certified copy issued by an approved body / accredited verification agency as prescribed by the National Treasury and the Department of Trade and Industry)**

9. **Central Supplier Database [CSD] Summary**

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## FORM B: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

- 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).  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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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:		
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 IS 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

--

Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



**FORM C: DECLARATION OF INTEREST (MBD4)**

**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;

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (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: .....

.....

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



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

### DECLARATION

I, the undersigned (name): ..... certify that the information furnished is correct. I accept that the state may act against me in terms of paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## FORM D: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name : .....

Contact number : .....

Office address : .....

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

### PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date).....

Mr .....

has been duly authorized to sign all documents in connection with the Tender for Contract Number **(ELM 23/07/02)**

.....and any Contract which may arise there from on

behalf of .....

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES: 1. ....

2. ....



Tenderer



Witness 1



Witness 2



Employer



Witness 1



Witness 2



**PRO-FORMA FOR JOINT VENTURES:**

**Certificate of Authority for Joint Ventures**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ..... authorised signatory of the company ....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**ATTACH HERETO THE DULY SIGNED AND DATED A COPY OF AN  
AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**FORM E: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)**

**DETAILS OF TAX COMPLIANCE STATUS:**

TAXPAYER NAME	
TRADING NAME	
TAX REFERENCE NUMBER (S)	
VAT	
PIN	
EXPIRY DATE	

**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1. In order to meet this requirement bidder are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

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*Tenderer*

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*Witness 1*

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*Witness 2*

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*Employer*

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*Witness 1*

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*Witness 2*



## FORM F: FINANCIAL REFERENCES

### DETAILS OF TENDERERS BANKING INFORMATION

**Notes to tenderer:**

1. The tenderer shall attach to this form letter from the bank not older than three (3) months confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

<b>BANK NAME:</b>									
<b>ACCOUNT NAME:</b> (e.g. ABC Civil Construction cc)									
<b>ACCOUNT TYPE:</b> (e.g. Savings, Cheque etc)									
<b>ACCOUNT NO:</b>									
<b>ADDRESS OF BANK:</b>									
<b>CONTACT PERSON:</b>									
<b>TEL. NO. OF BANK / CONTACT:</b>									
How long has this account been in existence:	<table border="1"><tr><td>0-6 months</td><td></td></tr><tr><td>7-12 months</td><td></td></tr><tr><td>13-24 months</td><td></td></tr><tr><td>More than 24 months</td><td></td></tr></table> (Tick which is appropriate)	0-6 months		7-12 months		13-24 months		More than 24 months	
0-6 months									
7-12 months									
13-24 months									
More than 24 months									

Name of Tenderer: .....

Date: .....

Signature: .....

Full name of signatory: .....

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Tenderer

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



**ATTACH HERETO A STAMPED COPY OF A LETTER FROM THE BANK TO  
THIS PAGE NOT OLDER THAN THREE (3) MONTHS**

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## FORM G: MUNICIPAL UTILITY ACCOUNT

### DECLARATION BY THE TENDERER

I the undersigned \_\_\_\_\_, has been duly

authorized to sign all documents with the Tender for Contract Number \_\_\_\_\_ on behalf of

\_\_\_\_\_ hereby make a declaration as follows:  
(referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**ATTACH AN ORIGINAL OR A COPY OF A MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)**

**Important: Note the following**

- List and attach the municipal account(s) registered in the name(s) of all Director(s) and the Company on the declaration form attached hereto.
- Attach Municipal Utility account of Company's registered office (if applicable) and in case of leased premises, attach lease agreement and the municipal services account of leased premises. (Issued by the municipality in the name of the landlord/ Lessee). A lease agreement alone is insufficient and cannot be use for this purpose.
- In the case of the company operation in the premises registered in the name of the Sole Director, attach the sworn in affidavit to confirm the above.
- Bidders that are based in areas that are non-rated, a letter from the municipality to confirm that must be attached.

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**FORM H: PREFERENCE SCHEDULE** (MBD 6.1)

**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

- 1.2
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
  - b) Either the 80/20 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	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<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.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 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 PREFERENCE POINT SYSTEMS

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

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

Where

$P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Price of bid under consideration  
 $P_{\min}$  = Price of lowest acceptable bid



Tenderer



Witness 1



Witness 2



Employer



Witness 1



Witness 2



#### 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	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.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES		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		
OR		
Any EME		
Any QSE		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

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Tenderer

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



## 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-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

### WITNESSES

1. ....

2. ....

### SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**ATTACH AN ORIGINAL OR A COPY OF B-BBEE STATUS VERIFICATION CERTIFICATE**

**NOTE THE FOLLOWING IN RESPECT OF B-BBEE CERTIFICATES:**

1. Certificates attached hereto should be those issued by approved verification agencies as directed by the National Treasury and the DTI (Department of Trade and Industry)
2. Verification agencies should be approved by SANAS and Accounting Officers and Auditors should be approved in terms of the IRBA (Independent Regulatory Body for Auditors), and as prescribed by the Close Corporations Act for designation as an Accounting Officer
3. Certified copies of the B-BBEE certificate or sworn affidavit should be within the financial year of the issued bid or quotation.

Further information in respect of the above is obtainable from the National treasury and DTI websites and the Preferential Procurement Regulations, 2017

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## FORM I: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

Where

x is the imported content in Rand

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

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

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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:

ITEM NO.	Description of Services, Work or Goods	Quantity	Stipulated Minimum Thresholds

3. Does any portion of the goods or services offered have any imported content?  
(Tick applicable box)

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

- 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 at 12:00 on the date of advertisement of the bid.  
The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)  
Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

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.

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Tenderer

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



**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 here 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 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

- (d) I accept that the Procurement Authority / 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:** \_\_\_\_\_

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

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

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

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

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



Tenderer



Witness 1



Witness 2



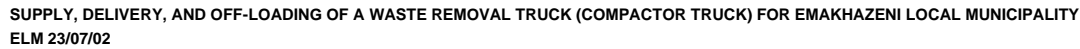
Employer



Witness 1



Witness 2



## ANNEXTURE C

### Local Content Declaration - Summary Schedule

(C1)	<b>Tender No.</b>
(C2)	<b>Tender description:</b>
(C3)	<b>Designated product(s)</b>
(C4)	<b>Tender Authority:</b>
(C5)	<b>Tendering Entity name:</b>
(C6)	<b>Tender Exchange Rate:</b>
(C7)	<b>Specified local content %</b>

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

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[illegible][illegible]

11/11/2019

***Tenderer***

\_\_\_\_\_

**Witness 1**

11

**Witness 2**

\_\_\_\_\_

***Employer***

Page 10

**Witness 1**

7

**Witness 2**



SUPPLY, DELIVERY, AND OFF-LOADING OF A WASTE REMOVAL TRUCK (COMPACTOR TRUCK) FOR EMAKHAZENI LOCAL MUNICIPALITY

ELM 23/07/02



Signature of tenderer from  
Annex B

Date:

(C20) Total tender  
value

(C21) Total  
Exempt imported  
content

(C22) Total  
Tender value net  
of exempt  
imported content

(C23) Total  
Imported content  
(C24) Total local  
content  
(C25) Average  
local content % of  
tender

N/A

Tenderer

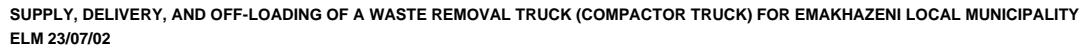
Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

Pula

EU

R 9.00

GBP

R
12.00

### Calculation of imported content

**N**  $(D^0)$  / **A**  $(D^0)$

## Summary

**(D19) Total exempt imported value**

### B. Imported directly by the Tenderer

### Calculation of imported content

## Summary

**Witness 1**

***Employer***

**Witness 1**

**Witness 2**



SUPPLY, DELIVERY, AND OFF-LOADING OF A WASTE REMOVAL TRUCK (COMPACTOR TRUCK) FOR EMAKHAZENI LOCAL MUNICIPALITY  
ELM 23/07/02

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)

Tender Qty	Total imported value
(D30)	(D31)
(D32) Total imported value by tenderer	

C. Imported by a 3rd party and supplied to the Tenderer

				Calculation of imported content					
Description of imported content	Unit of measure	Local Supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)

Summary	
Quantity imported	Total imported value
(D43)	(D44)
(D45) Total imported value by 3rd party	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**D. Other foreign  
currency  
payments**

**Calculation of foreign  
currency payments**

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

N/A

Signature of tenderer from  
Annex B

Date:

**Summary of payments**

**Local value of  
payments**

(D51)

(D52) Total of foreign currency  
payments declared by tenderer and/or  
3rd party

(D53) Total of imported content &  
foreign currency payments - (D32),  
(D45) & (D52) above

**This total must correspond with Annex C - C 23**

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SATS  
1286.2011

Annexure E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
N/A			
(E9) Total local products (Goods, Services and Works)			

(E10)	<b>Manpower costs</b>	(Tenderer's manpower cost)	
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

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

--

Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



**FORM J: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

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 *per 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.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 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.

\_\_\_\_\_  
Tenderer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2



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.
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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY**

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES

NO

If yes, furnish your details in table below.

**NB: It is compulsory for all bidders to sign this form**

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**FORM L: PROOF OF WARRANTY AND MAINTENANCE PLAN**

*A Proof of Warranty and Maintenance Plans*

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**FORM M: DECLARATION OF PROCUREMENT ABOVE R 10 MILLION (MBD5)**

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

1. Are you by law required to prepare annual financial statements for auditing?

1.1. If yes, submit audited financial statements for the past three years or since the date of establishment if established during the past three years. **YES / NO**

.....

.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipal for more than three months or any other service provider in respect of which payments is overdue for more than 30 days? **YES / NO**

.....

.....

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for then 30 days?

.....

.....

2.2 If yes, please provide particulars

.....

.....

.....

.....

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?  
**YES / NO**

.....  
.....

- 3.1 If yes, furnish particulars

.....  
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / /municipal entity is expected to be transferred out of the Republic?  
**YES / NO**

- 4.1 If yes, furnish particulars

.....  
.....

### CERTIFICATION

**I, THE UNDERSIGNED (NAME)**

.....

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



# RETURNABLES FOR EVALUATION PURPOSES

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

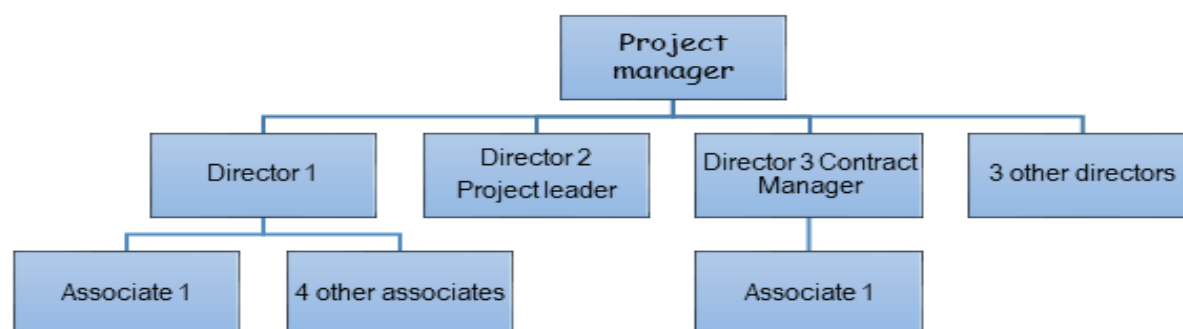


## FORM N: TENDERER'S PROJECT STRUCTURE

### Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
3. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
5. Registered professional engineers, technicians or technologists' means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. Civil) are considered as employees only.

Head Office:	
Other Offices:	
Registered Professionals:	
Total Employees :	
%share in JV agreement	



SIGNED ON BEHALF OF THE TENDERER:.....

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Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



**FORM O: PROPOSED KEY PERSONNEL**

The Tenderer shall list below the key personnel as per the tenderer's project structure in terms of the whom he proposes to employ on the project should his Tender be accepted,

No	Name	Qualification	Designation for the project tendered for

Provide two paged CV of Each key Personnel to be used in this project.  
Each CV should give at least the following:

- Position in the firm and within the organisation of this assignment
- PDI Status (describing population group, gender and disabilities)
- Proof of Educational qualifications
- Proof of Professional Registrations
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency and
- References (company name, individual name, position held, contact details)

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**ATTACH CV'S OF KEY PERSONNEL TO THIS PAGE**

*(Affix the CV's and Attachments in a form of a booklet to the following Page.)*

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## FORM P: SCHEDULE OF PREVIOUS EXPERIENCE

The procedure for the evaluation of responsive Bids will be on the average of the **previous projects** where the firm was involved. Reference of clients **MUST** be provided.

**Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:**

- Experience in the relevant technical field
- Experience of contracts of similar size
- At least three of the references will be contacted to obtain their input.

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel no

SIGNED ON BEHALF OF THE TENDERER: .....

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**FORM Q: SCHEDULE OF CURRENT PROJECTS**

Provide the following information on current projects

**This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Appointment Date	Expected Completion Date	Reference		
				Name	Organisation	Tel no

SIGNED ON BEHALF OF THE TENDERER: .....

---

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## FORM R: SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

**Infrastructure and resources available for this project:**

**1. Physical facilities and Buildings.**

Description	Address	Owned / leased

**2. Equipment**

Provide information on equipment and resources that you have available for this project.

(Include list of equipment relevant to the project and that will align to the evaluation criteria)


Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### 3. Vehicles

Provide information on vehicles that you have available for this project.

Description:	Number of units	Registration Number

### 4. Size of enterprise and current workload

What was your turnover in the previous financial year? -----

What is the estimated turnover for your current financial year? -----

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**FORM S: SCHEDULE OF PROPOSED SUB-CONTRACTORS**

Are / Do you have sub-contractors?

YES

NO

If yes, complete the below

NAME OF SUB-CONTRACTOR	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONTRACTOR

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## FORM T: RECORD OF ADDENDA TO TENDER DOCUMENTS

Was there an addendum issued?

If yes, fill or attached the communication that you received.

YES

NO

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title of Details

*\*An addendum is any communication issued by Emakhazeni Local Municipality \**

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## THE CONTRACT

### THE CONTRACT

#### **Part C1: Agreements and Contract Data**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Performance Guarantee

#### **Part C3: Scope of Work**

- C3 Scope of Work

---

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## AGREEMENTS AND CONTRACT DATA

### Part C1: Agreements and Contract Data

#### C1.1 Form of Offer and Acceptance

---

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## FORM C.1.1 FORM OF OFFER AND ACCEPTANCE

### Form of Offer and Acceptance

**Note:** 1 This form of offer and acceptance is identical to that contained in Annex F of SANS 10845 - 1: Construction Procurement Processes, Procedures and Methods.

2 SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on the formulation of the wording for the actual offer where it is not based on the offered total of prices.

#### Offer *(To be completed by the tenderer)*

The employer, identified in the acceptance signature block, has solicited offers to enter a contract for the procurement of: **SUPPLY, DELIVERY, AND OFF-LOADING OF A WASTE REMOVAL TRUCK (COMPACTOR TRUCK) FOR EMAKHAZENI LOCAL MUNICIPALITY**

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the 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:

----- **Rand** (in words)  
----- (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.

Signatures(s)			
Name(s)			
Capacity			
For the tenderer			
	(Name and address of tenderer)		
Name and signature of witness		Date	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### **Acceptance** *(To be completed by the employer)*

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the 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 C1 Agreements and contract data, (which includes this agreement)

Part C3 Scope of work

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to 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 (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signatures(s)			
Name(s)			
Capacity			
For the Employer			
	(Name and address of Employer)		
Name and signature of witness		Date	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 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 here, shall also be incorporated into the final draft of the Contract.

1	<b>Subject</b> _____ <b>Details</b> _____
2	<b>Subject</b> _____ <b>Details</b> _____
3	<b>Subject</b> _____ <b>Details</b> _____
4	<b>Subject</b> _____ <b>Details</b> _____

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable 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.

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Tenderer

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Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



## CONTRACT DATA

### DATA PROVIDED BY THE EMPLOYER

	Data
1	The Name of the Employer is <b>Emakhazeni Local Municipality</b>  The address of the Employer is: Emakhazeni Local Municipality 25 Scheepers Street Belfast  Telephone: 013 253 7600
2	The Project is for the <b>SUPPLY, DELIVERY, AND OFF-LOADING OF A WASTE REMOVAL TRUCK (COMPACTOR TRUCK) FOR EMAKHAZENI LOCAL MUNICIPALITY</b>
3	The Period of Performance is as per letter of appointment
4	The Service Provider may not release public or media statements or publish material related to the Services or Project without the written approval of the Employer.
5	The Service provision shall be completed as per letter of appointment
6	The programme shall be submitted within <b>seven (7)</b> days of the acceptance of appointment.
7	Copyright of document prepared for the project shall be vested with the Emakhazeni Local Municipality
8	Settlement of dispute is to be in terms of the Supply Chain Management Policy of the Emakhazeni Local Municipality, not excluding the provisions provided for in terms of rules / laws governing dispute resolution and employing services of the courts to remedy any dispute that may arise.
9	Service Providers will be paid in accordance with the Emakhazeni Local Municipality Supply Chain Management Policy.
10	A Service Provider may not subcontract any work not approved by the employer the Emakhazeni Local Municipality
11	The municipality reserves the right to terminate and blacklist the service provider in the event of failure to deliver or perform as per scope.
12	The delivery shall be within <b>two (02) months</b> from the appointment date for supply, delivery, and off-loading of a Heavy Duty Lowbed for Emakhazeni Local Municipality
13	The penalty for failure to deliver shall be R 1000.00 per working day.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**PART 1: DATA PROVIDED BY THE SERVICE PROVIDER**

1.	<p>The Service Provider is .....</p> <p>Address: .....</p> <p>Telephone: .....</p> <p>Facsimile: .....</p>
2	<p>The authorised and designated representative of the Service Provider is:</p> <p>Name: .....</p> <p>The address for receipt of communications is:</p> <p>Telephone: .....</p> <p>Facsimile: .....</p> <p>Address: .....</p>

--

*Tenderer*

--

*Witness 1*

--

*Witness 2*

--

*Employer*

--

*Witness 1*

--

*Witness 2*



## C.2.1 PRICING INSTRUCTIONS

1. All activities must be invoiced monthly, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
5. **All rates and amounts must be completed by hand in black Ink.**
6. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.
7. Although the tenderer is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the engineer is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.
8. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.
9. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of work covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
10. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
  - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
  - Quantity (Qty): The number of units of work/service provision for each item.
  - Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.
  - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
  - Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## BILL OF QUANTITIES

All prices shall be exclusive of VAT.

Item	Description	Quantity	Amount in Rands Excluding VAT
	Compactor Truck (as per scope of work)	1	R
	Registration of the Compactor Truck (as per scope of work)	1	R
	Branding (as per scope of work)	1	R
	Transportation and Delivery Compactor Truck (as per scope of work)	1	
<b>Sub-Total</b>			R
<b>VAT (15%)</b>			R
<b>Total</b>			R

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## SCOPE OF WORK/SPECIFICATIONS

### Part C3: Scope of Work/Specifications

#### C3.1.1 REGISTRATION AND BRANDING OF THE TIPPER TRUCK

Following the manufacturing of the Waste Removal Truck (Compactor Truck) according to the prescribed specifications, and delivery to the Emakhazeni Local Municipality, the truck shall be branded with colours and logo of the Emakhazeni Local Municipality. The truck vehicles shall also be registered by Service Provider at the respective Vehicle Licensing Centre, under the name of Emakhazeni Local Municipality, after which Roadworthiness Certificates, License discs and Number Plates shall be delivered to ELM. All costs relating to the registration shall be built into the total tendered amount as approved by ELM and awarded to the Service Provider. Truck shall be branded with Emakhazeni Local Municipality's branding and logo.

#### C3.1.4 TRANSPORTATION AND DELIVERY OF THE TIPPER TRUCK

Following the manufacturing of the truck according to the prescribed specifications, the Truck shall be delivered to Emakhazeni Local Municipality. All costs relating to the transporting and delivery of the truck to Emakhazeni Local Municipality in Belfast shall be built into the total tendered amount as approved by ELM and awarded to the Service Provider.

#### C3.1.5 INSURANCE COVER FOR WASTE REMOVAL TRUCK (COMPACTOR TRUCK)

Until such time the vehicles are delivered to Emakhazeni Local Municipality, the Service Provider shall be responsible for the insurance cover for the vehicle during its manufacturing and transportation to Emakhazeni Local Municipality.

### C3.3 WASTE REMOVAL TRUCK (COMPACTOR TRUCK) SPECIFICATIONS

#### 1. SCOPE

This section of the specification covers the supply and delivery of one (1) 20.9m<sup>3</sup> rear loading, compacting refuse body mounted on a truck, complete with carrier and boxed roofed over crew platform for six men, front and rear amber LED strobe lights. Delivery and maintaining under guarantee, **including a full maintenance contract for 3 years on the chassis.**

#### 2. GENERAL

2.1 The vehicle shall be a new, currently advertised and produced product of a well-established manufacturer of this type of product. The successful Tenderer shall satisfy the Council that he is maintaining a branch or store within a reasonable distance from the working location of the vehicle, staffed for securing parts within a reasonable length of time.

2.2. The vehicle **must** comply in all respects with the Road Traffic Acts/ ordinances and will be compliant with registrations as required by the NATIS system. This includes all the requirements for equipment that must be part of or fitted to the vehicle. Amongst the other prescription an under-run bar and the necessary mud flaps and the fitment of reflective tape must be provided for, the necessary reflective triangles must also be provided.

2.3 Tenderer's **must** submit with their tenders, specifications and drawings to ensure that the vehicle offered, complies with the Council's requirements.

2.4 The successful Tenderer **must** register and fit licence plates to the truck prior to delivery.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### 3. SPECIFICATION

(Price of all “extra’s” to be included in the total price of the vehicles).

In addition, the unit must be equipped as follows:

- 2.1 A hoisting mechanism capable of lifting mini refuse containers with a capacity of 700 – 1 100 litre each for both plastic and metal containers.
- 2.2 A roof mounted hydraulic cylinder and cable winch system in order to handle 4,5m<sup>3</sup>, 5m<sup>3</sup> and 5.5m<sup>3</sup> open containers.
- 2.3 The truck body shall comprise a 20.6 m<sup>3</sup> all steel rear loading refuse collecting body with hydraulically operated packing and ejecting mechanism powered by a hydraulic pump of 17.5 MPa working pressure through wire braid reinforced fluid hoses and hydraulic cylinders with chromium plated rods.
- 2.4 The body shall be provided with the necessary safety equipment including safety stops and valves for the packing and ejecting mechanism, non-slip steps, grab handles for workmen and signalling buzzer for the driver.
- 2.5 Fully licensed and number plates supplied and fitted.
- 2.6 Lockable fuel tank cap with sieve in fuel filling pipe.
- 2.7 One comprehensive workshop repair manual must be supplied.
- 2.8 Rear view mirrors left and right sides shall be fitted.
- 2.9 Vehicle shall conform to the Road Traffic Act in all respects. In addition, the vehicles shall comply with the requirements of the Compulsory Vehicle Standards, copies of which are obtainable from the SABS.
- 2.10 A 9kg Dry powder fire extinguisher shall be fitted to the vehicle.
- 2.11 An “AA” type “FAMILY FIRST AID KIT” or equivalent shall be supplied with the vehicle.
- 2.12 Vehicle shall be painted white.
- 2.13 The successful bidder will be required to provide a sticker with the emblem of the municipality to be supplied and fitted to both front doors.
- 2.14 Vehicles to be supplied with an immobiliser, alarm and permanent anti hi-jack system and automatic gear box.
- 2.15 Registration number of vehicle to be painted onto the roof of the vehicle.
- 2.16 A reverse warning alarm shall be fitted.
- 2.17 A side ladder shall be fitted to enable access to the top of the compacting body.
- 2.18 Vehicle to be supplied with a rev limiter to prevent over revving of vehicle.
- 2.19 Vehicle to be supplied with a PTO fail safe device.
- 2.20 Vehicle to be fitted with front and rear amber LED strobe lights.
- 2.21 Headlights to be switched on automatically when engine is started.

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- 2.22 Vehicle to be supplied with a 3-year full maintenance programme (on average of 100km per day X 21 days per month), price to be included in the purchase price of the vehicle.

### 3.1 **ENGINE'S MINIMUM REQUIREMENTS**

- The engine shall be commercial water cooled six –cycle diesel. The truck shall also be equipped with radiator, cooling fan and all other standard accessories.
- Engine must be protected by a sectional relief valve in case of lubricant or coolant loss.
- The engine shall have 6 cylinders (minimum) with a minimum engine output of at least 243 kW and a minimum of torque output of 1200- 1600Nm.
- An engine protection device must be fitted to protect damage to the engine, Safestop preferred.
- The engine shall have the following filters:
  - Air filter / Air Cleaner – a 2 stage Air filter / Air Cleaner with safety element and pre-cleaner must be fitted
  - Fuel - replaceable filters including water separators.
  - Oil - full flow replaceable filter
  - Hydraulic Filter replaceable filter

### 3.2 **BRAKES**

- A parking brake with hand lever shall be provided.
- Air operated brakes and exhaust brake must be fitted as standard.

### 3.3 **STEERING**

- Power assisted steering must be fitted as standard

### 3.4 **WHEELS AND TYRES**

- Rear: Tyres suitable for road usage must be provided.
- Front: Tyres suitable for road usage must be provided.
- A spare tyre, per model, for the front and rear respectively, and the suitable rims must be tendered as **standard equipment**.
- Vehicles with the same size rear and front wheel shall receive preference
- A suitable jack and wheel spanner with an extended handle must be fitted as standard

### 3.5 **INSTRUMENTATION MINIMUM REQUIREMENTS**

- Engine temperature gauge
- Electrical fuel gauge
- Alternator warning light
- Engine oil pressure warning light
- Odometer and Rev Counter
- Warning system for when PTO or other equipment is activated must be fitted

### 3.6 **CREW PLATFORM**

- An enclosed crew platform must be provided between the body and cab, entrance on left hand side only.
- In addition to the platform, reaching steps and grab handles must be provided on each side of the tailgate, allowing standing room for two members of the crew per side.

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### 3.7 **COMPACT UNIT – BODY**

- Capacity – **20.6 m<sup>3</sup>** compacted refuse as per supplier's specifications.
- Material – The body must be manufactured from corrosive resistant steel, together with high yield strength and abrasion resistant steels in critical wear areas. The floor is to be supported by pressed sections, placed to maintain support, while at the same time allowing the necessary flexibility of the structure in coordination with the vehicle chassis design.
- Roof and sides – Pressure during compaction which tends to deform the body must be offset by the structural design.
- Floor construction – Rolled floor edges, forming the sides are preferred. The floor must be water treated.
- Inside finish – All welding must be continuous to avoid crevices. All joints must be smoothly finished.
- Exterior – All welding must be continuous for strength and neatness, water pockets must be eliminated.
- Ejection of load – The load must be ejected in one continuous thrust; ejection system must be suited to the handling of general waste and ash.
- All the hydraulics must be of industrial types

### 3.8 **TAIL GATE AND HOPPER**

- Hopper capacity – A full width stationery hopper with capacity in excess of 2.00 m<sup>3</sup> with loading height below the truck chassis is preferred. Hopper design must offer adequate prevention against refuse spillage during loading operations.
- The unit must be fitted with the **Top Reef System** suitable for the loading of **5.5m<sup>3</sup> / 6m<sup>3</sup>** refuse containers.
- Compacting cycle – The operator must be given safe positive control over compacting cycle and the cycle must be of the shortest possible duration.
- Maintenance – All hydraulic cylinders must operate without any direct contact with refuse. Pipes and wiring must not be exposed and must be side wall mounted to prevent any incidental damage.
- Pack-ability – The maximum legally possible payload must be attained.
- Safety – Compactor bodies offered must have built in safety features.

### 3.9 Further Specific Specifications

- GVM above :27 900 Kg
- Automatic gear box transmission
- Body Work and Chassis to have a combined or separate warrantee and three (3) years Maintenance Plan (on average of 100km per day X 21 days per month) for the chassis
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### **Detail specifications**

#### **Body Specifications**

a)	Nominal compaction rating 600 Kgs / m <sup>3</sup>	
b)	Flat floor – 5.0mm 550 MPa minimum yield strength	
c)	Apron plate in 6 mm, 700 MPa a yield, abrasion resistant plates	
d)	Curved sides to body, free of stiffeners	
e)	Integrated top and bottom rave to maintain integrity of body under load	
f)	700 MPa yield steel used in structural applications. All seems are fully welded	
g)	Main members assembled using peg and strut technology for accuracy of assembly	
h)	Curved, clean roof line, material 550 MPa yield strength. Services mounted on off side to reduce chances of tree damaged.	

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### Tailgate Specifications

a)	Hopper floor – 6 mm, 1000 MPa yield strength, abrasion resistant, one piece contraction	
b)	Hopper sides – 3 mm 550 MPa yield strength, with replaceable wear plates in hopper sides from 3mm high abrasion resistant plate	
c)	Hopper sill – 700 MPa yield strength, with internal reinforcing for resistance to loads when emptying large bins	
d)	Inside tailgate loading width 2083 mm	
e)	Loading sill height below rail shall be 120 mm	
f)	Grab handles each side of tailgate	
g)	Rear steps – each side, slip resistant and self-cleaning material	
h)	One piece replaceable rubber gasket for water tight seal between apron and tailgate	
i)	Automatic tail gate locking	

### Compaction Mechanism Specifications

a)	Packing blade (Upper) – 400 MPa & 500 MPa yield steel	
b)	Sweeper blade 550 MPa & 750 MPa yield strength with abrasion resistant tip liner	
c)	Primary compaction by panel accomplished by two(2) double acting hydraulic cylinders located at the tailgate upper side	
d)	Packing mechanism located into integral guide channels via heavy duty guide blocks with removable wear plates	
g)	Packing mechanism cylinders have replaceable bushings for extended service life	
h)	Packing mechanism allows the ejector panel to automatically advance via an ejector drift relief valve in the system	

### Ejector Panel Specifications

a)	Ejector panel – Concave face 3 mm 550 MPa yield strength steel force on RHS sub structure	
b)	Discharge of load by means of double acting, telescopic cylinder to extend and retract the ejector panel the full length of the body	
c)	Removable slide shoes located in tracks mounted along the lower body sides. Replaceable wear plates are fitted to shoes and track	
e)	Guide shoes are removable with ejector in place	
f)	Guide tracks are mounted above floor level, away from waste residues	

### Control and Hydraulic Systems

a)	Ejector panel & tailgate raise controls are mounted outside on the front right hand side of the body	
b)	The maximum hydraulic system operating pressure is 15 MPa to 17,5 MPa dependant on auxiliaries fitted	
c)	The hydraulic pump is a heavy duty gear pump rated at 98 LPM at 1 200 RPM	
d)	All hydraulic hoses conform to SAE DIN standards and double wire braid hose or steel hydraulic pipe	
e)	The hydraulic tank has a capacity of 190 l	
f)	The hydraulic system have a tank mounted strainer and a 10 micron in line return filter.	

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g)	Compaction controls are located on the left side of tailgate	
h)	The system is semi-automatic with hydraulic kick – out for sequence control	

### Electrical and Light Systems

a)	All electrical wiring connectors are automotive double seal with wiring in split convoluted loom	
b)	All wiring connections soldered with rubber moulded covering or crimp type connector with shrink wrap	
c)	All limit switches are heavy duty type	
d)	Clearance, back up and directional lights are to SABS standards and provided with light protectors	

### Painting

a)	The entire body is degreased and all weld splatter removed before a red oxide primer is applied. (Strontium chromate for coastal applications)	
b)	The top coat consists out of two coats of 2K acrylic to colour of choice	

### Chassis requirements

The specifications below serve as a guideline only. A detail mass distribution will be provided taking specific chassis and body configuration into consideration.

a)	Minimum front axle rating of 7 500 kg is recommended	
c)	Minimum tandem rear axle rating of 20 400 kg is required	
d)	Gross vehicle mass – 27 900 Kg min	
e)	Wheel base 4,8 m to 5.2 m	

### Hydraulic

An oil reservoir of 190 litres capacity is front mounted in a position to ensure a positive suction head to the pump at all times. Suction strainer and return line filter are fitted to the system to ensure oil cleanliness down to 10 microns. All distribution piping is in 2RS grade, double wire braid hose or steel hydraulic pipe. The compaction system is semi-automatic and controlled via adequately proportioned hydraulically controlled spool valves, developed specifically for the application. The gate lift and ejection functions are controlled via manual spool valves, located under the front edge of the body. **An Air control, from the drivers' cab should be fitted.**

### MANUALS

The successful Tenderer shall supply the following manuals free of charge as well as for the accompanying equipment on the vehicle, where applicable:

- (i) One (1) only operators' manual
- (ii) Two (2) only maintenance manual
- (iii) Two (2) only spare parts manuals
- (iv) Two (2) only workshop maintenance manual

The operator's manuals, maintenance manuals, spare parts and workshop manuals may be made up of:

- (i) One (1) master copy (of each) able to reproduce clear copies and one (1) copy of each where necessary.

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## INFORMATION TO BE PROVIDED WITH THE BID

Sketches, photos and illustrations must accompany the tender documents.

Tenderer's shall clearly indicate whether production of any of the items offered will be stopped or revised during the twelve- (12) month period after the acceptance of tender, if applicable. Tenderer's who fail to supply such details will be held responsible for the replacement of such Plant and Equipment and / or equipment.

As the Plant and Equipment are to be used on public roads, the following shall be supplied with each vehicle on delivery for registration purposes:

- Change of ownership document (NCO, PART A & C completed),
- (VAT certificate or invoice indicating VAT registration number,
- Delivery note (as well as invoice if applicable).

## FIRST AID BAG

A fully equipped first aid bag that is to be kept in the cab must be included.

## DRAW BAR

A heavy duty under run protective bar must be fitted as standard **(On applicable plant and equipment)**.  
A reverse light and backup alarm must be fitted as standard. **(On applicable plant and equipment)**.

## FIRE EXTINGUISHER

The fitment of a suitable fire extinguishers to the various plant and equipment must be included **(9kg Dry Powder Type)**.

## WARRANTEES REQUIRED

The Tenderer shall guarantee the vehicle and accessories purchased in respect of performance and defects for a period of at least twelve months from delivery date and this guarantee should include at least three (3) free services up to a maximum of 90 000KMs and shall include travelling, labour and lubricants, filters and consumables.

## COLOUR

The Tenderer is to ensure that this vehicle is colour matched to the existing fleet of Plant and Equipment.

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#### C4 SITE INFORMATION

The various plant and equipment whose specifications are detailed shall be delivered to Emakhazeni Local Municipality Offices at the following physical address;

Emakhazeni Local Municipality  
Supply Chain Management  
25 Scheepers Street  
Belfast  
1100

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*