

# PORT ST JOHN'S MUNICIPALITY



## PROVINCE OF THE EASTERN CAPE

**BID NO: Re - PSJLM - ENG -2022/23 -11**

# CONSTRUCTION OF CONCRETE SLAB AT NYOSANA IN WARD 19

## BID DOCUMENT

**AUGUST 2022**

### **EMPLOYER**

Port St Johns Municipality  
Erf 257 Main Street  
P.O Box 2  
Port St John's  
EASTERN CAPE  
5120

### **PREPARED BY**

Engineering & Planning Department  
Port St Johns Municipality  
Erf 257 Main Street  
P.O Box 2  
Port St John's  
EASTERN CAPE  
5120

Tel: 047 – 564 1207/8

Fax: 047 – 564 1206

NAME OF BIDDER .....

BID AMOUNT.....

NAME OF CONTACT PERSON .....

TELEPHONE/CELLPHONE NO. ....

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## **CHAPTER 1: INVITATION TO BID**

### **PART A INVITATION TO BID**

**MBD 1**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		<b>OR</b>	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER PART B:3 ]</p>
<p>TOTAL NUMBER OF ITEMS OFFERED</p>		<p>TOTAL BID PRICE</p>	<p>R</p>
<p>SIGNATURE OF BIDDER</p>	<p>.....</p>	<p>DATE</p>	
<p>CAPACITY UNDER WHICH THIS BID IS SIGNED</p>			
<p>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</p>		<p>TECHNICAL INFORMATION MAY BE DIRECTED TO:</p>	
<p>DEPARTMENT</p>		<p>CONTACT PERSON</p>	
<p>CONTACT PERSON</p>		<p>TELEPHONE NUMBER</p>	
<p>TELEPHONE NUMBER</p>		<p>FACSIMILE NUMBER</p>	
<p>FACSIMILE NUMBER</p>		<p>E-MAIL ADDRESS</p>	
<p>E-MAIL ADDRESS</p>			

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

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: \_\_\_\_\_

CAPACITY UNDER WHICH THIS BID IS SIGNED: \_\_\_\_\_

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



## INVITATION TO BID FOR CONSTRUCTION OF TWO CONCRETE SLABS IN DIFFERENT WARDS

Bid Numbers	Project Names	CIDB Grading	Bid Closing Dates
Re - PSJLM-ENG-2022/23-10	Re – Advert Construction of Concrete Slab from operations and maintenance at Green to Swazini in Ward 09	2 CE or Higher	13 – 09 - 2022
Re - PSJLM-ENG-2022/23-11	Re – Advert Construction of Concrete Slab from operations and maintenance at Nyosana in Ward 19	1 CE or Higher	13 – 09 - 2022

Bid Documents containing details and requirements of these projects will be available from **31 August 2022** at Port St. Johns Municipal **Finance offices**, upon payment of a **non-refundable fee of R425.00** per document (either in cash or by means of EFT made payable to Port St Johns Municipality). Municipal banking details are obtainable at Revenue Office. **Tender Documents will also be uploaded on eTenders website [www.etenders.gov.za](http://www.etenders.gov.za)**

Completed proposal and supporting documentation must be placed in a **sealed envelope** clearly marked on the outside of the envelope with bid details of project it is meant for, **e.g: Re - PSJLM-ENG-2022/23- 10, Re – Advert Construction of Concrete Slab from operations and maintenance at Green to Swazini in Ward 09 (failure to adhere to the requirement will lead to disqualification)**

The envelope must be dropped in the marked bid box placed at the **Reception Area - Port St. Johns Municipal offices, Erf 257 Main Street, not later than 11:00 AM on the date as mentioned above.** All the received bids will be opened in public at the same time and date.

All SCM related enquiries shall be directed to Mrs N. Baleni - Gxumisa within normal office hours at 078 890 4517 or [nbaleni83@gmail.com](mailto:nbaleni83@gmail.com), Technical Enquiries shall be directed to Mr Mzaza on 072 033 8136 or [mzazamiso@yahoo.com](mailto:mzazamiso@yahoo.com)

Bidders will be evaluated on Tender data, Functionality assessment and Financial Offers.

### **Price & Preferential Policy as per Port St Johns Supply Chain Management Policy**

**Price : 80 Points**

**B-BBEE Status Level of Contribution\* : 20 Points (Ref: Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations)**

**TOTAL : 100 Points**

**BIDDERS MUST SUBMIT THE FOLLOWING:**

- Service Providers must be registered on CSD and submit a detailed CSD report.
- Bidders must be registered on CIDB with 1CE and 2CE or higher as stated above.
- Attach valid Current Rates clearance statement of Company or Its Directors which is not older than 90 day's arrears obtained from your respective Municipality or attach a valid signed lease agreement by both Lessor and Lessee. If exempted, please attach letter of exemption from your respective Municipality's revenue office as proof that the bidder or its directors as per the Municipality's valuation roll does not own any property that is not older than 90 days, letter must be signed by BTO department representative and have original stamp from BTO department.
- Compliance Tax Pin for verification on SARS
- A certified copy of B-BBEE certificate and for joint ventures B-BBEE must be combined and certified, B-BBEE certificate must be SANAS approved or a signed Sworn Affidavit with original stamp from Commission of Oath not older than 90 days from certification date.
- For JV Bidders must attach a combined valid SANAS approved B-BBEE certificate.
- All other information is contained on the Tender Document, any other information to support the project must be provided.
- In the case of a Joint Venture, a detailed Joint Venture Agreement must be signed by both parties' directors or as per company resolution and submitted indicating the level of involvement and responsibilities of each Joint Venture partner must be submitted. Individual partners are to comply and submit all relevant documents.
- Company must submit a resolution letter, it must be on the letterhead of the company and must have stamp of the company, letter must be signed by both parties for JV.
- Failure to comply /complete the tender document and all the supplementary information will result in bidder being deemed non-responsive.
- Late, telegraphic, facsimile, incomplete or unsigned Bids will not be considered.
- Bidders will be assessed on Functionality and Price in accordance with the Municipality Supply Chain Management Policy and in terms of Preferential Policy Framework Act, 2000 (Act No.5 of 2000) as explained above.
- Proposals are to hold good for a period of 90 days (validity of bid) from the date of bids closing.
- If communication is not received from Port St Johns Municipality within 90 days of the bid consider your Bid as non-responsive.

Port St. Johns Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of the bid or cancel the Bid.

**ISSUED BY:**

**MR H.T HLAZO**  
**MUNICIPAL MANAGER**



# BID RULES

## **1. FORM OF BID**

The Bid shall be signed and witnessed on the Form of Bid incorporated herein. The Schedule of Quantities shall be fully priced and totalled in the currency of the Republic of South Africa to show the amount of the Bid, and the Summary thereof shall be signed. The certificates, schedules and forms shall be completed and signed by the Bidder, and this volume containing the required information and data shall be submitted with the other Bid Documents. **All forms, certificates and schedules shall be completed and signed in black ink.**

Where the space provided in the bound Documents is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the Bid Documents. All such schedules must be signed.

## **2. SIGNING OF BID**

The Bid must be signed by one duly authorised to do so. A Bid submitted by a corporation must bear or show the seal of the corporation and be attested by its Secretary. A Bid submitted by joint ventures of two or more firms must be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

## **3. VAT & OTHER TAXES/LEVIES**

The Bidder must allow in the Bid for all labour, material, construction plant, temporary works, **VAT**, all other taxes, levies and everything else necessary for the execution and completion of the Works in accordance with the Bid Documents.

## **4. ALTERATIONS TO BID DOCUMENTS**

No unauthorised alteration or addition shall be made to the Form of Bid, to the Schedule of Quantities or to any other part of the Bid Documents. If any such alteration or addition is made or if the Schedule of Quantities, other schedules and certificates are not properly completed, the Bid may be rejected.

## **5. BID QUALIFICATIONS**

Bids must be submitted strictly in accordance with the Bid Documents, i.e. without qualifications. Qualifications in the nature of unilateral statements of interpretation of Bid Documents will not be accepted and any point of doubt or difficulty shall be cleared with the Engineer as early as possible during the Bid Period.

## **6. OWNERSHIP AND CONFIDENTIAL NATURE OF DOCUMENTS**

All documents relating to the Bid shall remain the property of the Employer and may not be re-produced sold or otherwise disposed of.

All recipients of the Bid Documents (whether a Bid is submitted or not) shall treat the details of the Documents as confidential.

## **7. COSTS INCURRED BY BIDDER**

The Employer will not be responsible for or pay for any expenses or losses which may be incurred by any Bidder in the preparation and submission of the Bid or in visiting the Site in connection therewith.

**8. ATTENDANCE OF SITE INSPECTION**

No formal site inspection will be held, but it is very important that bidders are fully aware of the nature of the site. Sites generally mean all local proclaimed access roads, of which most are very bad gravel roads in the District.

**9. BID ACCEPTANCE**

The Employer does not bind himself to accept the lowest or any other Bid.

**10. BID WITHDRAWAL OR MODIFICATION PRIOR TO CLOSING DATE**

Any Bidder has the right to withdraw, modify or correct his Bid after it has been delivered, provided the request for such withdrawal, modification or correction together with full details of such modification or correction is received at the address given for submission of Bids either in writing or telegraphically before the closing date and hour set for receipt of Bids.

The original Bid as amended by such written or telegraphic communication will be considered as the Bidder's offer.

**11. BID WITHDRAWAL OR MODIFICATION AFTER CLOSING DATE**

- (a) No Bidder will be permitted to alter his Bid Sum or Bid Rates after the Bids have been opened. However, clarifications or amendments to imbalanced bid rates which not change the Bid rate to the advantage of Bidder may be accepted.
- (b) Bids shall remain valid for a period of ninety (90) days from the time set for the opening of Bids and no Bid may be withdrawn during this period unless the Employer informs the Bidder in writing before the end of this period that his Bid is not accepted.
- (c) Should a Bidder amend (other than according to Rule 17) or withdraw his Bid after the time set for the receipt and opening of Bids and during the period of its validity, but prior to his being notified of the acceptance of his original Bid, or should a Bidder after having been notified that his Bid has been accepted,
  - (i) give notice of his inability to execute the Contract in terms of his Bid; or
  - (ii) fail to sign a Contract or furnish the security within the period fixed in the conditions reflected in the Form of Bid or any extended period fixed by the Employer; or
  - (iii) fail to execute the Contract according to the Contract Documents;

he shall pay either the difference between his Bid and a less favourable Bid accepted in terms of the provisions of Subrule 12(c), or, if the Employer decides to invite fresh Bids, all additional expenses which the Employer will have to incur in this regard, as well as any difference between his Bid and the accepted new Bid; provided that the Employer may fully or partly exempt a Bidder from the provisions of this subrule if he is of the opinion that the circumstances justify the exemption.

- (d) When, in the circumstances mentioned in Subrule 12(c), it is not deemed desirable to invite fresh Bids, the Employer may accept another Bid from those already received.

**12. CANCELLATION OF CONTRACT**

- (a) If the Employer is satisfied that any person (being an employee, partner, director or shareholder of the Bidder or a person acting on behalf of or with the knowledge of the Bidder), firm or company
  - (i) is executing a Contract with the Employer unsatisfactorily;

- (ii) has offered, promised or given a bribe or other gift or remuneration to any officer or employee of the Employer in connection with the obtaining or execution of a Contract;
- (iii) has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining or executing a contract with any Government Department, Provincial Administration, public body, company or person, or that he had managed his affairs in such a way that he has in consequence thereof been found guilty of a criminal offence;
- (iv) has approached an officer or employee of the Employer or in the service of the Engineer before or after Bids have been called for, with the aim of influencing the award of the Contract in his favour;
- (v) has withdrawn or amended his Bid after the time set for the receipt and opening of Bids;
- (vi) when advised that his Bid has been accepted, has given notice of his inability to execute or sign the Contract or to furnish the security required;
- (vii) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Bidding for this Contract, or as to the amount of the Bid to be submitted by either party;
- (viii) has disclosed to any other person, firm or company the exact or approximate amount of his proposed Bid except where disclosure, in confidence, was necessary in order to obtain insurance premium quotations required for the preparation of the Bid,

the Employer may, in addition to any claim which he may have in terms of Rule 12, and in addition to any other legal recourse, cancel any contract between the Employer and such person, firm or company and no Bid from such person, firm or company shall be favourably considered for a specified period.

- (b) If the Employer is satisfied that any person, firm, or company is or was a shareholder or director of a firm or company which, in terms of Subrule 13(a), is one from which no Bid shall be favourably considered for a specified period, the Employer, may also decide that no Bid from such person, firm or company shall be favourably considered for a specified period.
- (c) The Employer may reverse or amend any decision in terms of Subrule 13(a).
- (d) Any restriction imposed upon any person, firm or company shall, for the purpose of this rule, apply to any other undertaking with which such person, firm or company is actively associated. The expression "person, firm or company" includes an authorised employee or agent of such person, firm or company.
- (e) The Employer may take any decision of any Bid Board of the State, with regard to the restriction of a Bidder, as being applicable to Bids for the Employer from such Bidder.
- (f) Decisions of the Employer in terms of Subrules 13(a) to 13(d) and any revocation or variation of such decisions shall be communicated by the Employer to all Bid Boards concerned.

### 13. LEGAL ASPECTS

- (a) Unless in special cases the Employer agrees to the contrary, the laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Bid and each Bidder shall indicate a place in the Republic and specify it in his Bid as his *domicilium citandi et executandi* where any legal process may be served on him.

- (b) Each Bidder shall bind himself to accept the jurisdiction of the Courts of Law of the Republic of South Africa.
- (c) Each Bidder shall state in his Bid the name of his accredited agent in the Republic in whom the necessary legal competence is vested and who has been duly appointed to sign any contract.

#### 14. SUBMISSION OF BIDS

All Bids and supporting documents shall be submitted strictly in accordance with the instructions given in the official Bid Advertisement.

#### 15. ADJUDICATION OF BIDS

##### 15.1 Procurement Points System

Bids will be adjudicated using the following points formula

##### 15.1.1 Financial Component ( MAX = 80 points)

The points scored for the financial component will be calculated using the following formula:

Points	=	$80 \times \left(1 - \frac{Pt - Pmin}{Pmin}\right)$
Pt	=	Rand value of bid under consideration
Pmin	=	Rand value of lowest acceptable bid

##### 15.1.2 BBBEE (MAX = 20 points)

The points scored for this component will be scored as follows:

B-BBEE contributor	Status	Level	Number of Points
	1		20
	2		18
	3		16
	4		10
	5		8
	6		6
	7		4
	8		2
	Non-Compliant		0

#### 16. DISQUALIFICATION OF BID

The Bid of any Bidder who has not conformed with these Bid Rules and the instructions reflected in the official Bid Advertisement may be disqualified in the discretion of the Employer.

#### 17. DELEGATION OF AUTHORITY BY EMPLOYER

The Employer may delegate any power conferred upon him in these Rules to an officer or employee of the Employer.

**18. STAMP DUTIES**

All stamp duties in connection with the Contract shall be paid by the Contractor.

**19. BID RULES BINDING**

The Bid Rules as well as the instructions given in the official Bid Advertisement shall be binding upon all Bidders submitting a Bid for the service stated in the Tender Documents.

**20. LANGUAGE OF THE CONTRACT**

The Bid documents have been compiled in English and the English versions of the General Conditions of Contract and the Standard Specifications shall apply. Every contract which derives from the acceptance of the Bid shall be interpreted and determined in English.

**21. SUCCESSFUL BIDDERS**

It is the employer does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of the bid or cancel the bid.

# **GENERAL CONDITIONS OF CONTRACT**

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## 1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.  
  
Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.

- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. APPLICATION**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. GENERAL**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

#### **4. STANDARDS**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

#### **5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### **6. PATENT RIGHTS**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

#### **7. INSPECTIONS, TESTS AND ANALYSES**

- 7.1 All pre-bidding testing will be for the account of the bidder.
- 7.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Municipality.
- 7.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 7.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 7.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not,

the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 7.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 7.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 7.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **8. DELIVERY AND DOCUMENTS**

- 8.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract.
- 8.2 Documents to be submitted by the supplier are specified in Bid notice.

## **9. INSURANCE**

- 9.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

## **10. INCIDENTAL SERVICES**

- 10.1 The supplier may be required to provide any or all of the following services, including additional services:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- 10.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 10.3 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in 24 hours, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **11. PAYMENT**

- 11.1 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 11.2 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 11.3 Payment will be made in Rand.

## **12. PRICES**

- 12.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

## **13. CONTRACT AMENDMENTS**

- 13.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **14. ASSIGNMENT**

- 14.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **15. SUBCONTRACTS**

- 15.1 Sub-contractors are allowed for this contract.

## **16. DELAYS IN THE SUPPLIER'S PERFORMANCE**

- 16.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 16.2 If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 16.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 16.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 16.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

- 16.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **17. PENALTIES**

- 17.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **18. TERMINATION FOR DEFAULT**

- 18.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## **19. FORCE MAJEURE**

- 19.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 19.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **20. TERMINATION FOR INSOLVENCY**

- 20.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **21. SETTLEMENT OF DISPUTES**

- 21.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- 21.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 21.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 21.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

## **22. LIMITATION OF LIABILITY**

- 22.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **23. GOVERNING LANGUAGE**

- 23.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **24. APPLICABLE LAW**

- 24.1 The contract shall be interpreted in accordance with South African laws.

## **25. NOTICES**

- 25.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 25.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **26. TAXES AND DUTIES**

- 26.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 26.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 26.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

# PROJECT SPECIFICATIONS



## PROJECT SPECIFICATIONS

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## 1. **WORK INCLUDED IN THE SPECIFICATIONS**

In accordance with the conditions of this contract at the prices stated, the work included in this specification consists of 120m concrete slab.

### **NYOSANA CONCRETE SLAB (WARD 19)**

#### **The scope to be done is 120m**

The scope of works include but not limiting the following:

Excavation, levelling, backfilling and compaction in preparation for concrete on the pavement and V-drain.

Erection and removal of formwork with 150mm thick and 120m long.

Supply and fit Ref 193 welded mesh into required positions.

Cast 25Mpa of concrete on a 5m wide, 0.15m thick and 120m long and 120 V-drains on steep sections, only on one side.

Apply broom finish on surface of concrete slab and allow 7 days of curing.

## 2. **COMPLIANCE WITH SPECIFICATION & STATUTORY REGULATIONS**

Material supplied should meet the 25Mpa ready mix concrete slabs including ref 193 welded mesh.

## 3. **AUTHORISED ORDERS**

Official Order Forms, which forms are numbered, will be issued to the awarded supply by the Employer.

3.1 No payment will be made unless the Contractor's invoices and other documents relating to the project refer to the project appointed for.

## 4. **CONTACT PERSON'S TELEPHONE NUMBERS & ADDRESSES**

The telephone numbers and addresses as described below are required and shall be entered into the Annexure.

4.1 The address of the Contractor's office to which payments under this Contract shall be made.

4.2 The telephone number at which the Contractor may be contacted during normal business hours. (Cell phone number and Telkom number where applicable)

## **5.0 GENERAL REQUIREMENTS**

### **5.1 Safety Requirements**

**ALL SAFETY REQUIREMENTS ARE THE RESPONSIBILITY OF THE CONTRACTOR**

### **5.2 Completion of Schedule of Rate**

The above rates shall include (where applicable) for:-

- ## 6 INVOICE

## 7 CONTRACTOR'S LIABILITY

## 8 CONTRACT PRICE ADJUSTMENT

**9 PRE-REQUISITE FOR BIDDERS TO BE EVALUATED FOR FUNCTIONALITY ASSESSMENT**

## 10 FUNCTIONALITY ASSESSMENT

**Maximum points = 40 (Bidders need to SCORE a minimum of 30 points in order to proceed to Price Evaluation)**

TENDER CRITERIA	Max points available
<p><b><u>Plant and Equipment</u></b></p> <p>Plant and Equipment (Attach certified copy of proof from Enatis ownership <b>(Logbook)</b> and <b>Valid Licencing Disc</b> OR letter of intent from the owner and proof of E- Natis of the owner must be accompanied by Owners Logbook and Valid Licencing Disc)</p> <p>The letter of intent must be signed and be on the letterhead of the company and be commissioned of oath with date to older than 90 days from certification date <b>(Failure to adhere to that will to loose points)</b></p> <p><b>TLB</b></p>	<p><b>(10 Max)</b></p> <p><b>10</b></p>

<b>Technical Expertise</b> <ul style="list-style-type: none"> <li><b>Occupational Health and Safety Officer</b> has between 1 or more years' experience in a role as safety officer on Construction of Roads Projects with SAMTRAC Qualification or Equivalent (attach CV with references and SAMTRAC Qualification)</li> </ul> <b>NB: (Attach certified copies of Qualifications with original stamp of not older than 3 months).</b>	<b>(10 Max)</b>  <b>10</b>
<b>Paved Roads Maintenance/Construction Experience</b> <p>Attach Two Signed Completion letters or Signed Appointment letters with recommendation letters of At least 2 Project of value greater than R 200 000.00 relating to any construction work.</p> <p><b>Note:</b> The certificate of completion must be on a letterhead of the client, must be addressed to the contractor who was awarded the contract and must include the tender/service order number and contract amount. The Letter of Completion must be signed and dated by an official from the client and the Tenderer.</p> <p><b>Note: If the Completion letters does not show the value of the tender, kindly attach it together with Appointment letter.</b></p> <p><b>NB – Kindly note that completion letters may be verified from the clients.</b></p>	<b>(20 Max)</b>  <b>10 each</b>
<b>Total points scored</b>	<b>40 Max</b>

**Bidders must take note of the following bid conditions:**

1. Attach Compliant Pin to be verified on SARS website.
2. Bidders must be registered on CIDB with 2CE or higher.
3. Failure to completely fill in the tender forms e.g. Form of Offer, declaration of interest and other MBD Forms will result in a tender deemed non-responsive.
4. Failure to submit and complete or supplementary information will result in the tender being null, void and non-responsive.
5. Failure to submit a certified signed copy of SANAS approved BBBEE Certificate OR a signed sworn affidavit with original stamp from Commission of Oath, will result in a bidder losing points allocated for BBBEE.
6. For JV Bidders must attach a combined valid SANAS approved B-BBEE certificate or a certified copy. (Failure to attach will lose points)
7. Current Rates clearance for the Company or Its Directors statement which is not older than 90 days obtained from your respective Municipality or signed valid lease agreement by both parties Lessor and Lesser. If exempted please attach letter of exemption from your respective Municipality's revenue office as proof that the bidder or Its Directors as per the Municipality's valuation roll does not own any property which is not later than 90 days.
8. The Port St Johns Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.

9. All alterations in prices/quotes must be signed for and failure to sign will result in tender deemed non-responsive.

**Bidders must further note that:**

1. Bidders not registered on Central Supplier Database will not be considered.
2. The Council reserves the right to disqualify any service provider whose members and or shareholders owe the municipal rates & taxes more than 90 days
3. Misrepresentation of address of the business with the aim of earning points may lead to disqualification
4. Non-disclosure by service providers who are in the employ of the state may lead to disqualification
5. Bids submitted will hold good for a period of **90** days and if your company has not heard within this period take that your company was unsuccessful unless communicated otherwise.

## **1. PERFORMANCE MANAGEMENT CRITERIA**

- Duration of the Projects is 2 Months

## **2. VALIDITY PERIOD REQUIREMENT**

- 90 days validity

## **3. PROJECT MANAGEMENT**

- The Service Provider will work very closely with the Engineering Staff.

## **4. DELIVERY DATE**

- Turnaround time to render the service will be 7 days after the site hand over **(Failure to adhere to the time frames will constitute breach of contract and can lead to cancellation of the bid)**

## **5. PREFERENTIAL EVALUATION FOR CRITERIA**

PRICE	80
BBBEE Contribution Status level	20
Total points for PRICE and B-BBEE must not exceed	<b>100</b>

## **6. INSTRUCTIONS TO BIDDERS**

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

## **7. Invalid or non-submission of the documents listed above will lead to the disqualification**

All bidders must be registered on the Central Supplier Data Base and it is the bidders responsibility to ensure that the document does exist and verification of such registration will be done by the municipality and where the bidder is found to be not registered or have submitted incorrect registration details will be regarded as non-responsive and be disqualified from the bid.

## **8. SERVICES TO BE PROVIDED**

The services required by the Contracting Authority` are described in these Terms of Reference.

## 9. PARTICIPATING

9.1 Participation in this bid is open to everyone.

9.2 Bids should be submitted by the same service provider, consortium or Joint Venture, which has submitted the proposal on the basis of the above. **No change whatsoever in the identity or composition of the bidder is permitted;** allowed to form alliances with any other firms or to sub-contract to each other for the purpose of this contract;

## 10. VARIANT SOLUTIONS

10.1 Any variant solutions will not be taken into consideration.

Bids will be valid for a period of 90 days, an extension of Bid Period can be requested by the Municipality to the Service for a further 60 days from the date of notification that the bid expires.

## 11. ADDITIONAL INFORMATION BEFORE THE DEADLINE FOR SUBMISSION OF BIDDERS

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

11.2 Bidders may submit questions in writing to the following address For Technical Enquires should be directed by email to [mzazamiso@yahoo.com](mailto:mzazamiso@yahoo.com) which will be disseminated to all bidders in promoting transparency and Fairness Contact No 072 033 8136 between 08:00 -16:30 week days

SCM Enquires be directed to Mrs N Baleni - Gxumisa at [nbaleni@psimunicipality.gov.za](mailto:nbaleni@psimunicipality.gov.za) up to 7 days before the deadlines for submission of bids, specifying the **publication reference** and the **bid tittle**.

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

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

## 12. SUBMISSION OF BID

12.1 Bids must be submitted in English such that they are received before the deadline specified by in the letter of invitation to bid.

12.2 Any infringement of these rules (e.g. unsealed envelops) is to be considered a breach of the rules, and will lead to rejection of the bid.

The envelope should carry the following information:

- a) The address for submission of bid indicated above;

## 13. ALTERATIONS OR WITHDRAWAL OF BIDS

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

## 14. COSTS FOR PREPARING BIDS

14.1 No costs incurred by the bidder in preparing and submitting the bid shall be reimbursable. All such costs shall be borne by the bidder.

## **15. OWNERSHIP OF BIDS**

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

## **16 CONFIDENTIALITY**

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

16.2 The evaluation reports and written records, in particular, are for official use only and may not be communicated to neither the bidders nor to any party other than the Contracting Authority.

## **17. ETHICS CLAUSES**

17.1 Any attempt by a bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation / Adjudication Committee or the Contracting Authority during the process of examining, clarifying, evaluating, comparing and adjudication bid will lead to the rejection of its bid and may result in administrative penalties.

17.2 The bidder must not be affected by any potential conflict of interest.

17.3 The Port St Johns Local Municipality reserves the right to suspend or cancel funding to this project if corrupt practices of any kind are discovered at any stage of the award process or during the implementation of a contract, if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.

17.4 Bids will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

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

## 18. DOCUMENTARY EVIDENCE REQUIRED FROM THE SUCCESSFUL BIDDER

18.1 The successful bidder will be informed in writing that its bid has been accepted (notification of award).

## 19. SIGNATURE OF CONTRACT (S)

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

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

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

## 20. CANCELLATION OF THE BIDS PROCEDURE

20.1 In the event of cancellation of the bid procedure, bidders will be notified of the cancellation by the Contracting Authority. If the bid procedure is cancelled before the envelopes of any bid has been opened, the unopened and sealed envelopes will be returned to the bidders unless there is no other means but to open an envelope to get the address.

## 21. CANCELATION MAY OCCUR WHEN:

21.1 The bid procedure has been unsuccessful, i.e., no qualitatively or financially worthwhile bid has been received or there is no response at all;

21.2 The economic or technical data of the project have been fundamentally altered.

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

The tender will be adjudicated on the basis of the Preferential Procurement Policy Framework Act (Act No.5, 2000), and the regulations pertaining thereto (2017), as well as the **Port St Johns Local Municipality's** Supply Chain Management policy. **80/20** preference point system will be used as per the Port St Johns LM SCM policy.

## **PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS**

- |  |           |
|--|-----------|
| • Price                                  | 80 Points |
| • B-BBEE Points Status Level Contributor | 20 Points |

NB: **Calculation of Points for Price** (P<sub>s</sub>)

*The points scored for Price will be calculated using the following formula:*

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



Where  $P_s$  = points scored for price by tender under consideration  
 $P_{min}$  = price of lowest acceptable tender  
 $P_t$  = price of tender under consideration

Fractions will be rounded off to two places after the decimal comma.

**NB:** Lowest acceptable tender should be within -10% of the Budget

B-BBEE Points will allocate as follows:

B-BBEE Status Level contributor	Number of Points
1	20
2	18
3	14
4	12
5	08
6	06
7	04
8	02
Non-Compliant	0

# SCHEDULE OF QUANTITY

## SCHEDULES OF QUANTITIES

### 1. NYOSANA A/R : SUB CONTACTOR FOR CONCRETE SLAB

Item No.	Description	Unit	Qty	Rate	Amount
1	Excavation to required level, back filling and compaction of wearing course and edges with plate compactor	m <sup>2</sup>	1188		
2	Erection and removal formwork for 150mm thickness of 300m long concrete slab	m <sup>2</sup>	50		
3	Supply and fit into required positions the ref 193 welded mesh	No	125		
3	Cast 25Mpa of concrete on a 5m wide x 0.15 thick and 300m long on steep sections and V-drains.	m <sup>3</sup>	120		
4	Apply broom finish on the surface of concrete slab and allow 7 days of curing.	m <sup>2</sup>	600		
5	<b>Subtotal</b>				R
	Vat				R
	<b>Total</b>				R

# FORMS TO BE COMPLETED BY BIDDER

## **FORMS TO BE COMPLETED BY BIDDER**

Certificate of authority for signatory

Form of offer

Schedule of Plant

Schedule of work carried out by Bidder

Declaration of Local Production

Past Experience

Contract Form – Rendering of Services

Declaration of Bidders Past Supply  
Management Practices

Certificate of Independent Bid Determination

Compulsory Enterprise Questionnaire

Tax Clearance Requirements

Preference Point Claim Form In Terms Of The  
Preferential Procurement (MBD 6.1)

Forms To Be Completed By Bidder After Award  
Of Bid

Contract Forms

## CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatories for companies must establish their authority by attaching a copy of the relevant resolution of the Board of Directors, duly signed and dated. An example is shown below :

"By resolution of the Board of Directors at a meeting on .....

. . . . . 20 . . . . . at .....

Mr .....

whose signature appears below, has been duly authorised to sign all documents in connection with

this Bid and Contract No. ....

on behalf of (block capitals ) .....

.....

**SIGNED ON BEHALF OF COMPANY** .....

**IN HIS CAPACITY AS** .....

**DATE** : .....

**SIGNATURE OF SIGNATORY** .....

**WITNESSES** : 1. ....

2. ....

## FORM OF OFFER

The Municipal Manager  
Port St John's Local Municipality  
P.O BOX 2  
Port St John's  
5120

Sir,

**CONTRACT NO:** Re - PSJLM - ENG -2022/23 -11

### PORT ST JOHN'S:

1. Having examined all the documents for the above-named Works (as listed in the schedule of Contract documents, as well as any notices to tenderers and/or addenda subsequently issued, I/we the undersigned offer to construct, complete and remedy any defects in the said Works in conformity with the above-said documents, notices to tenderers and addenda, for the sum of .....  
..... \*
- (R .....\*) (\*including VAT)  
or such other sum as may be determined in accordance with the terms of the Contract.
2. I/we acknowledge that all the certificates, schedules and forms included in this document for completion by the Tenderer have been fully completed by me/us and form part of my/our tender.
3. I/we undertake to complete and deliver the whole of the Works comprised in this Contract, within the time stated in the Appendix to Tender, adjusted in terms of the Contract.
4. In the event of my/our not completing the whole of the Works within the period tendered by me/us in paragraph 3 hereof, I/we agree to pay the Employer, as a penalty for such default, the sum or amount stipulated in the Appendix to Tender for each calendar day or part thereof in excess of my/our tendered time for completion and the Employer may, without prejudice to any other method of recovery, deduct such sum monthly from any monies due or to become due to me/us.
5. If my/our tender is accepted, I/we undertake -
  - (a) within the time stated in the Appendix to Tender to provide a Contract surety/guarantee in terms of Clause 10 of the General Conditions of Contract for the sum or amount stipulated in the Appendix to Tender for the due performance of the Contract under the terms of a Deed of Suretyship in the form included in this document, with such modifications as you may approve;
  - (b) to sign the form of agreement included in this document within a period of twenty-one days of receipt of written acceptance of my/our tender, subject to the prior provision of the approved Contract surety/guarantee by me/us.
6. I/we agree to abide by this tender for a period of ninety days from the closing date fixed for the submission of tenders, and it shall remain binding upon me/us and may be accepted at any time before expiry of that period.

7. Unless and until a formal agreement is prepared and executed, this tender, together with the written acceptance thereof, shall constitute a binding Contract between us.
8. In the event of there being any arithmetical errors of extension or addition in the priced schedule of quantities, I/we agree to them being corrected, the rates being taken as correct.
9. I/we understand that you are not bound to accept the lowest or any particular tender you may receive, and that you will not defray any expenses incurred by me/us in tendering.
10. I/we agree and undertake to commence construction in terms of Clause 12(1) of the General Conditions of Contract of the abovementioned Works within the time stated in the Appendix to Tender.
11. I/we declare that notwithstanding anything contained in a covering letter to this tender; this tender is submitted entirely without qualifications.
12. I/we choose *domicilium citandi et executandi* at .....  
.....  
in the Republic of South Africa.

Yours faithfully

**SIGNED ON BEHALF OF TENDERER :** .....

**NAME OF SIGNATORY (IN CAPITALS):** .....

SIGNED ON THIS THE .....DAY OF..... OF THE YEAR  
.....

ON BEHALF OF .....

ADDRESS : .....

TELEPHONE NUMBER: ..... FAX NUMBER:.....

CELLPHONE NUMBER:.....E-MAIL .....



## SCHEDULE OF PLANT

The Bidder must state below what plant will be immediately available, what plant will be available from outstanding orders, and what further plant will be acquired or hired for the work should the Bidder be awarded the Contract.

(a) **BIDDER'S PLANT IMMEDIATELY AVAILABLE**

DESCRIPTION, SIZE, CAPACITY	NUMBER

(b) **BIDDER'S PLANT ON ORDER**

(State details of arrangements made, with delivery dates)

DESCRIPTION, SIZE, CAPACITY	NUMBER

## SCHEDULE OF WORK CARRIED OUT BY BIDDER

The Bidder shall enter in the spaces provided below a complete list of the last five civil engineering contracts awarded to him. The information is deemed to be material to the award of the contract.

EMPLOYER (NAME, TEL OR FAX NO)	CONSULTING ENGINEER (NAME, TEL OR FAX NO)	NATURE OF WORK	VALUE OF WORK	YEAR COMPL.

**SIGNATURE OF SIGNATORY:** .....

## 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 R 30 000.00 up to R 50 000 000.00 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated NOT to exceed R50 000 000.00 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

### 2. DEFINITIONS

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

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

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

### 3. ADJUDICATION USING A POINT SYSTEM

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

#### 4. POINTS AWARDED FOR PRICE

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

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

**80/20                      or                      90/10**

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

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

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

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

Non-compliant contributor	0	0
---------------------------	---	---

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6. BID DECLARATION

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

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

- 7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 or 20 points)

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

## 8 SUB-CONTRACTING

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

- 8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? .....%
- (ii) the name of the sub-contractor? .....
- (iii) the B-BBEE status level of the sub-contractor? .....
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

## 9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm : .....

9.2 VAT registration number :

9.3 Company registration number .....

:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

.....

Registered Account Number

.....

Stand Number

.....

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

.....

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....
2. ....

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

DATE:.....

**ADDRESS:**

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

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

### 1. General Conditions

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

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) 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;

### 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:



Description of services, works or goods

Stipulated minimum threshold

\_\_\_\_\_

\_\_\_\_\_ %

\_\_\_\_\_

\_\_\_\_\_ %

\_\_\_\_\_

\_\_\_\_\_ %

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

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency 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 Annexure A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

**IN RESPECT OF BID NO.** .....

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

.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrial>

[development/ip.jsp](#). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

**PAST EXPERIENCE 1**

Service Providers must furnish hereunder details of similar projects/service, which they have satisfactorily completed in the past. The information shall include a description, Contract value and name of Employer with contactable references.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO.

## DECLARATION OF INTEREST

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

3.1 Full Name:

---

3.2 Identity Number:

---

3.3 Company Registration Number:

---

3.4 Tax Reference Number:

---

3.5 VAT Registration Number:

---

3.6 Are you presently in the service of the state

**\*YES / NO**

3.6.1 If so, furnish particulars.

---



---

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

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

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

3.7.1 If so, furnish particulars.

---

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

**YES/NO**

3.8.1 If so, furnish particulars.

---

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

**YES/NO**

3.9.1 If so, furnish particulars

---

3.10 Are any of the company's directors, managers, principal, shareholders or stakeholders in service of the state?

**YES / NO**

3.10.1If so, furnish particulars.

---

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholder in service of the state?

**YES / NO**

3.11.1If so, furnish particulars.

---

#### **CERTIFICATION**

**I, THE UNDERSIGNED (NAME):** \_\_\_\_\_  
**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Bidder

**CONTRACT FORM - RENDERING OF SERVICES**

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

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) \_\_\_\_\_ in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number \_\_\_\_\_ at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, *via*
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

NAME (PRINT): \_\_\_\_\_

CAPACITY: \_\_\_\_\_

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

NAME OF FIRM: \_\_\_\_\_

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

**WITNESSES**

1 \_\_\_\_\_

2 \_\_\_\_\_

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

### CONTRACT FORM - RENDERING OF SERVICES

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

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

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

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

SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

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

OFFICIAL STAMP

WITNESSES

1 \_\_\_\_\_

2 \_\_\_\_\_

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

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

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

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



4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	<i><b>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?</b></i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

#### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) \_\_\_\_\_ CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Bidder

# CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

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(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

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.

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

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

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

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Signature

---

Date

---

Position

---

Name of Bidder

This declaration must be completed in all respects. Failure to complete this declaration that the tax and levy affairs of the Bidder are satisfied in terms of the relevant Acts or that suitable arrangements have been made with the Receiver of Revenue, will invalidate the tender. The validity of this document will be verified with the Receiver of Revenue before a Contract is awarded.

Bidder.....  
.....  
Signature                      of                      Bidder.....  
Date.....

## T2.2 D Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise: .....  
..

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

Section 3: Professional registration number, if any: .....  
.

### Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

### Section 5: Particulars of companies and close corporations

Company registration number .....  
..

Close corporation number .....  
.

Tax reference number .....  
...

### Section 6: Record in the service of the state

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

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

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

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


\*insert separate page if necessary

#### Section 7: Record of spouses, children and parents in the service of the state

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

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

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

\*insert separate page if necessary

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

- b) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Bidders or those



responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

\_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Enterprise

Name \_\_\_\_\_