



## BELA-BELA LOCAL MUNICIPALITY

58 Chris Hani Drive, Bela- Bela, Limpopo  
Private Bag x 1609, BELA-BELA 0480  
Tel: 014 736 8000 Fax : 014 736 3288  
Website: [www.belabela.gov.za](http://www.belabela.gov.za)

## OFFICE OF THE BUDGET & TREASURY

### BID PROPOSAL:

TENDER NO: 9/3/1/376

### PROVISION OF A SERVICE PROVIDER FOR THE OPERATION, MAINTENANCE AND MANAGEMENT OF LANDFILL SITE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

ADVERT DATE : 18 October 2023

CLOSING DATE : 20 November 2023

TECHNICAL ENQUIRIES	BIDDING RELATED ENQUIRIES
Contact Name: Mr. A. Mohlala Telephone : (065) 119 8203 Email: <a href="mailto:tarazimbi@gmail.com">tarazimbi@gmail.com</a>	Contact Name: Ms. K.J Makgobela Telephone : (014) 736 8082 Email: <a href="mailto:MakgobelaKJ@belabela.gov.za">MakgobelaKJ@belabela.gov.za</a>
Name of Bidder	
Contact Person for this Bid	
Postal Address	
Physical Address	
Telephone Numbers	
E-Mail Address	
CSD Number	
Price (Incl. VAT) (Form of Offer and Acceptance)	

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## SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY: .....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER .....

FAX NUMBER : .....

E-MAIL ADDRESS : .....

CONTRACT PRICE : R ..  
(Form of Offer and Acceptance)

Signed by authorised representative of the Bidding Entity:

DATE: .....

- Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

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## ii. VERY IMPORTANT NOTICE ON DISQUALIFICATION

A Bid not complying with the peremptory requirements stated hereunder will be regarded as being a not "**Acceptable Bid**" and as such will be rejected.

**"Acceptable Bid"** means any bid which, in all respects, complies with the conditions of Bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Policy Framework Act, revised Preferential Procurement Regulations and related legislations:

1. Submit bid in the correct bid box
2. Submit bid before closing date and time
3. Fill in all the required information in all Forms/ Returnable Schedules.
4. Complete all Forms/Schedules in ink. Do not use pencils or correction fluid to make corrections.
5. Make corrections, if necessary, only by placing a line across the words/numbers to be corrected and initial next to the amended text. Do not scratch out, write over rates, paint over rates or use correction fluid.
6. Do not remove pages from the bid document. Do not take the document apart or remove any pages.
7. Ensure that witnesses sign where required.
8. Submit the applicable completed Authority for Signatory form and attach a certified copy of the members/ director's resolution.
9. Attach to the bid documents a copy of a signed Joint Venture agreement (if applicable).
10. Only the person authorised to do so may sign the bid offer.
11. Submit Company registration documents.
12. Submit Certified Copies of Identity Documents for the Director (s) of the Company.
13. Submit audited annual financial statements (AFS).
14. Submit proof of the Tax Compliance Status (verification Pin) issued by the South African Revenue Services (SARS) or Proof that necessary arrangements have been made to meet outstanding tax obligations. In the case of the Joint venture, such documents must be attached for all parties.
15. The Form of offer must be completed and signed by the authorised signatory.
16. Submit proof of registration with the **Central Data Base** (CSD) of the National Treasury.
17. Submit a copy of the letter of good standing for Workmen's compensation with the Department of Labour in terms of Compensation for Occupational Injuries and Diseases Amendment Act, No.61 of 1997 (as amended).
18. Copies of municipal rates and taxes accounts of both company and director(s) not older than 3 months and not in arrears for more than 90 days from the date of tender closure. A lease agreement may be submitted where applicable but must be accompanied by the municipal rates and taxes account of the leased property

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where the lessee is responsible for such account. If the lessee is not responsible for the municipal rates and taxes account, then a statement of account must be submitted as evidence that the lessee has met their obligations. If municipal rates and taxes submitted is not in the name of the company and/or any of the directors, a written affidavit stating how the account relates to the said company and/or its directors must be submitted

19. Failure to submit full report of the **Central Data Base** (CSD) of the National Treasury, will be interpreted to mean that points for specific goals are not claimed.
  - a) Furthermore, the bid will be considered as not acceptable if:
    20. The bidder attempts to influence or has in fact influenced the evaluation of the bid and/or the awarding of the contract.
    21. The bidder during the last 5 years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
    22. The bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
    23. The bidder has abused the Bela-Bela LM's Supply Chain Management System.
    24. The bidder and any of its directors are in arrears for more than ninety (90) days for any municipal rates and taxes owed to the Bela-Bela LM or any other Municipality.
    25. Irrespective of the procurement process followed, no award may be given to a person-
      - a) Who is in the service of the state, or
      - b) If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
      - c) Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
    26. The bidder may only submit a bid on the original documentation provided by the Bela-Bela LM.
    27. The Bidder cannot submit more than one bid for the same project.
    28. Bids containing any one or more of the following errors or omissions **will not be rejected**, provided that when the bid is awarded to such a bidder, the error or omission is corrected:
      - Failure to initial each page of the bid document

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**PLEASE NOTE:**

1. Section 217 of the constitution of the Republic of South Africa requires an organ of state to contract for goods and services in accordance with a system which is fair, equitable, transparent, competitive and cost effective.
2. The lowest bid / proposal will not necessarily be accepted, and the Municipality reserves the right to accept where applicable a part or portion of any bid or where possible accepts bids or proposals from multiple bidders.

3 Municipal Supply Chain Management policy and Preferential Procurement Policy Framework Act No 5 of 2000 and its regulations will be applied.

4. In this document and other documents referred to but not attached, the following words are synonymous with each other:

- a) Client, Employer, Bela-Bela Local Municipality
- b) Bidder, Contractor, Service Provider
- c) Bid and Tender and Variations Thereof
- d) Joint Venture / Consortium

**APPROVED BY:**

**Mr T.G RAMAGAGA**  
**Municipal Manager**  
**Bela-Bela Local Municipality**

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### iii. LIST OF RETURNABLE DOCUMENTS

#### Returnable documents to accompany the tender document

- (a) Company registration document (CK). Where applicable, share Certificate and shareholding information.
- (b) Director's information and Certified Copies of Identity documents not older than 6 months.
- (c) CSD full report of the National Treasury
- (d) Valid Tax Clearance Verification Code/Pin
- (e) Certificate of Authority of signature in company's letter head
- (f) Three years audited annual financial statements (AFS)
- (g) Copies of municipal rates and taxes accounts of both company and director(s) not older than 3 months and not in arrears for more than 90 days from the date of tender closure. A lease agreement may be submitted where applicable but must be accompanied by the municipal rates and taxes account of the leased property where the lessee is responsible for such account. If the lessee is not responsible for the municipal rates and taxes account, then a statement of account must be submitted as evidence that the lessee has met their obligations. If municipal rates and taxes submitted is not in the name of the company and/or any of the directors, a written affidavit stating how the account relates to the said company and/or its directors must be submitted
- (h) MBD forms (to be completed on the tender document)
- (i) Form of offer and acceptance (to be completed on the tender document)

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## PART A - ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

### 1. CHECKLIST

Please ensure that the following forms have been completed and signed and that all documents, as requested, are attached to the tender document:

DOCUMENT	YES	NO
<b>Authority to Sign a Bid</b> Is the form duly completed and is a certified copy of the resolution attached?		
<b>MBD 1 – Invitation to Bid</b>		
<b>MBD 2 - Tax Clearance Verification Pin</b> Copy of a valid Tax Clearance Verification Pin attached?		
<b>MBD 4 (Declaration of Interest)</b> Is the form duly completed and signed?		
<b>MBD 6.1 – Preference Point Claim Form</b> Is the form duly submitted as signed?		
<b>MBD 8 (Declaration of Past Supply Chain Practices)</b> Is the form duly completed and signed?		
<b>MBD 7.2 (Contract Form – Rendering of Services)</b> Is the form duly completed and signed?		
<b>MBD 9 (Certificate of Independent Bid Determination)</b> Is the form duly completed and signed?		
<b>MBD 15 (Certificate of Payment of Municipal Accounts)</b> Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, and the company provided on the form as requested?		
<b>MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS</b> Is the form duly completed and signed?		
<b>Specifications</b> Is the form duly completed and signed?		
<b>Pricing Schedule</b> Is the form duly completed and signed?		
<b>Form of Offer and Acceptance</b> Is the form duly completed and signed?		
<b>GENERAL CONDITION OF CONTRACT</b> Is the form duly completed and signed? Initials and signature bottom of the page		
<b>Declaration of Tenderer</b> Is the form duly completed and signed?		

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## 2. TENDER NOTICE AND INVITATION TO TENDER



Office of the Municipal Manager  
 Bela Bela Local Municipality  
 58 Chris Hani Drive, Bela Bela  
 Private Bag X 1609, Bela Bela, 0480

### INVITATION TO BID

Suitably qualified Service Providers are hereby invited to submit bids for the following:

TENDER NUMBER	DESCRIPTION	EVALUATION CRITERIA	PRICE PER DOCUMENT <i>(Non-Refundable)</i>	CONTACT PERSON	CLOSING DATE AND TIME				
9/3/1/376	PROVISION OF A SERVICE PROVIDER FOR THE OPERATION, MAINTENANCE AND MANAGEMENT OF LANDFILL SITE FOR A PERIOD OF THIRTY-SIX (36) MONTHS	<b>80/20</b> • Price • Specific goals	<b>R 450.00 free download from e-tender portal</b>	Mr. A. Mohlala Tel: 065 119 8203 e-mail: <a href="mailto:tarazimbi@gmail.com">tarazimbi@gmail.com</a>	20 November 2023 at 12:00pm				
<b>Documents are available from:</b> Records Offices 1st floor Room F58 59 Chris Hani Drive Bela-Bela, 0480		<b>All Applications must be submitted at:</b> Bela-Bela Local Municipality In the Tender Box placed at the Records Office Room F58 Chris Hani Drive Bela-Bela, 0480							
All Tender documents are available from <b>18 October 2023</b>									
<b>All Supply Chain Management (SCM) queries must be directed to:</b> Ms. K.J Makgobela Tel: (014) 736 8082 e-mail: <a href="mailto:MakgobelaKJ@belabela.gov.za">MakgobelaKJ@belabela.gov.za</a>									

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**Minimum Requirements:**

1. Bidders must submit a Tax compliance verification pin on a SARS letterhead.
2. In the case of the Joint venture the Tax Compliance Verification Pin of all parties must be attached.
3. A copy of Company Registration Certificate reflecting names and identity numbers of active shareholding must be attached (except for Sole Traders and Partnerships).
4. A copy of a JV agreement (in case of JV) must be attached.
5. Copies of municipal rates and taxes accounts of both company and director(s) not older than 3 months and not in arrears for more than 90 days from the date of tender closure. A lease agreement may be submitted where applicable but must be accompanied by the municipal rates and taxes account of the leased property where the lessee is responsible for such account. If the lessee is not responsible for the municipal rates and taxes account, then a statement of account must be submitted as evidence that the lessee has met their obligations. If municipal rates and taxes submitted is not in the name of the company and/or any of the directors, a written affidavit stating how the account relates to the said company and/or its directors must be submitted.
6. All supplementary / compulsory forms contained in the bid document must be completed and signed in full.
7. Bidders must attach three (3) years audited Annual Financial Statements (AFS).
8. Bidders must attach full report of the **Central Supplier Database** (CSD) of the National Treasury, in case of Joint Venture bidders must submit full report of the Central Data Base (CSD) of the National Treasury for both partners.
9. Bids received will be evaluated in terms of the 80/20 Price/Specific goals as prescribed in the amended Preferential Procurement Policy Framework Act (No 5 of 2000).

The 20 specific goals will be allocated as indicated in the table below:

<b>Category of persons</b>	100% Youth owned = 5 points, more than or equal to 51% Youth owned =3 points, Less than 51% Youth shareholding = 1 point Maximum of 5 points
<b>Gender</b>	100% Woman owned = 5 points, more than or equal to 51% Woman owned = 3 points, less than 51% Woman owned = 1 point Maximum points of 5 points
<b>Race</b>	100% Black owned = 5 points, more than or equal to 51% black owned = 3 points, less 51% youth owned = 1 point, Maximum points of 5 points
<b>Disability</b>	100% people with disability owned = 5 points, more than or equal to 51% people with disability owned = 3 points, less 10% people with disability owned = 1 point Maximum points of 5 points

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**Mr. TG RAMAGAGA**  
**MUNICIPAL MANAGER**

**Notice Number: 53/23**

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### 3. AUTHORITY TO SIGN A BID

#### 3.1. **Sole Proprietor (Single Owner Business) and Natural Person**

3.1.1. I, \_\_\_\_\_, the undersigned, hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_

OR

3.1.2. I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

#### 3.2. **Companies and Close Corporations**

3.2.1. If a Bidder is a Company, a certified copy of the resolution by the board of directors, duly signed, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

3.2.2. In the case of a Close Corporation (CC) submitting a bid, a certified resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			
Full name and surname of all Director(s) / Member (s)			
1.	2.		
3.	4.		
5.	6.		
7.	8.		
9.	10.		
Is a certified copy of the resolution attached?			YES      NO
SIGNED ON BEHALF OF COMPANY / CC		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

Bidder

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### 3.3. **Partnership**

We the undersigned partners in the business trading as \_\_\_\_\_ hereby authorize Mr/Mrs. \_\_\_\_\_ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and/or contract for and on behalf of the above mentioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Signature	
SIGNED ON BEHALF OF PARTNERSHIP		DATE
PRINT NAME		
WITNESS 1		WITNESS 2

### 3.4. **Consortium**

We the undersigned consortium partners, hereby authorize \_\_\_\_\_ (Name of entity) to act as lead consortium partner and further authorize Mr/Ms. \_\_\_\_\_ to sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member.

Full name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF CONSORTIUM		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

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## 4. GENERAL CONDITIONS OF CONTRACT

### 4.1. DEFINITIONS

4.1.1	<b>Closing Time</b>	Means the date and hour specified in the bidding documents for the receipt of bids.
4.1.2	<b>Chief Executive Officer</b>	Means the Accounting Officer of the municipality or his/her duly authorised
4.1.3	<b>Contract</b>	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
4.1.4	<b>Contract Price</b>	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
4.1.5	<b>Corrupt Practice</b>	means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
4.1.6	<b>Countervailing duties</b>	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
4.1.7	<b>Country of origin</b>	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.
4.1.8	<b>Day</b>	means calendar day.
4.1.9	<b>Delivery</b>	means delivery in compliance of the conditions of the contract or order.
4.1.10	<b>Delivery ex stock</b>	means immediate delivery directly from stock actually on hand
4.1.11	<b>Delivery into consignees store or to his site</b>	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.
4.1.12	<b>Dumping</b>	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.
4.1.13	<b>Force Majeure</b>	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.
4.1.14	<b>Fraudulent Practice</b>	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.
4.1.15	<b>GCC</b>	Means the General Conditions of Contract
4.1.16	<b>Goods</b>	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
4.1.17	<b>Imported Content</b>	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.

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4.1.18	<b>Letter of Acceptance</b>	Means the written communication by the organisation to the contractor recording the acceptance by the Municipality recording the acceptance of the contractor's tender subject to the further terms and conditions to be itemized in the contract.
4.1.19	<b>Local Content</b>	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
4.1.20	<b>Manufacture</b>	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
4.1.21	<b>Order</b>	means an official written order issued for the supply of goods or works or the rendering of a service.
4.1.22	<b>Project Site</b>	where applicable, means the place indicated in bidding documents.
4.1.23	<b>Purchaser</b>	means the organization purchasing the goods.
4.1.24	<b>Republic</b>	Means the Republic of South Africa
4.1.25	<b>SCC</b>	Means the Special Conditions of Contract
4.1.26	<b>Services</b>	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.
4.1.27	<b>Signature Date</b>	Means the date of the letter or acceptance
4.1.28	<b>Tender</b>	Means an offer to supply goods/services to the organisation at a price
4.1.29	<b>Tenderer</b>	Means any person or body corporate offering to supply goods/services to the organisation
4.1.30	<b>Written or In Writing</b>	means handwritten in ink or any form of electronic or mechanical writing.

## 4.2. APPLICATION

4.2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.
4.2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
4.2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## 4.3. GENERAL

4.3.1	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.
4.3.2	Invitations to bid are usually published in locally distributed news media and in the institution's website.

## 4.4. STANDARDS

4.4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
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## 4.5 USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

4.5.1	The provider 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 provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
5.5.2	The provider 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.
4.5.3	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 provider's performance under the contract if so required by the purchaser.
4.5.4	The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## 4.6. PATENT RIGHTS

4.6.1	The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
4.6.2	When a provider developed documentation/projects the intellectual, copy and patent rights or ownership or such documents or projects will vest in the Municipality

## 4.7. PERFORMANCE SECURITY

4.7.1	Within thirty (30) days of receipt of the notification of contract award, the success bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
4.7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.
4.7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.
4.7.4	The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## 4.8. INSPECTIONS, TESTS AND ANALYSES

4.8.1	All pre-bidding testing will be for the account of the bidder.
4.8.2	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 purchaser or an organization acting on behalf of the purchaser.
4.8.3	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.
4.8.4	If the inspections, tests and analyses referred to in clause 8.2 & 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.

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4.8.5	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 provider.
4.8.6	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.
4.8.7	Any contract supplies may on or after delivery be inspected, tested or analysed 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
4.8.8	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.

#### 4.9. PACKAGING

4.9.1	The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
4.9.2	The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

#### 4.10. DELIVERY AND DOCUMENTS

4.10.1	Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.
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#### 4.11. INSURANCE

4.11.1	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 in the manner specified.
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#### 4.12. TRANSPORTATION

4.12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified.
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Bidder

Witness 1

Witness 1

## 4.13. INCIDENTAL SERVICES

4.13.1	<p>The provider may be required to provide any or all of the following services, including additional services, if any:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(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 provider of any warranty obligations under this contract; and</li> <li>(e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</li> </ul>
4.13.2	Prices charged by the provider 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 provider for similar services.

## 4.14. SPARE PARTS

4.14.1	<p>As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:</p> <ul style="list-style-type: none"> <li>(a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and</li> <li>(b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>
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## 4.15. WARRANTY

4.15.1	The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
4.15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
4.15.3	The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
4.15.4	Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
4.15.5	If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

## 4.16. PAYMENT

4.16.1	The method and conditions of payment to be made to the provider under this contract shall be specified
4.16.2	The provider 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.
4.16.3	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 provider.
4.16.4	Payment will be made in Rand unless otherwise stipulated.

Bidder

Witness 1

Witness 1

## 4.17. PRICES

4.17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider 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.

## 4.18. INCREASE / DECREASE OF QUANTITIES

4.18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## 4.19. CONTRACT AMENDMENTS

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

## 4.20. ASSIGNMENT

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

## 4.21. SUBCONTRACTS

4.21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.

## 4.22. DELAYS IN THE PROVIDER'S PERFORMANCE

4.22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract

4.22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.

4.22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.

4.22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.

4.22.5 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 provider'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 provider.

Bidder

Witness 1

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## 4.23. PENALTIES

4.23.1 Subject to GCC Clause 25, if the provider 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 good 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.

## 4.24. TERMINATION FOR DEFAULT

4.24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:

- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
- (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

4.24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

## 4.25. ANTI-DUMPING AND COUNTER-VAILING DUTIES AND RIGHTS

4.25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## 4.26. FORCE MAJEURE

4.26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.

4.26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

## 4.27. TERMINATION FOR INSOLVENCY

4.27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

Bidder

Witness 1

Witness 1

## 4.28. SETTLEMENT OF DISPUTES

4.28.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.
4.28.2	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 provider 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.
4.28.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
4.28.4	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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract

## 4.29. LIMITATION OF LIABILITY

4.29.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and (b) the aggregate liability of the provider 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.
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## 4.30. GOVERNING LANGUAGE

4.30.1	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.
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## 4.31. APPLICABLE LAW

4.31.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
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## 4.32. NOTICES

4.32.1	Every written acceptance of a bid shall be posted to the provider 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.
4.32.2	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.

## 4.33. TAXES AND DUTIES

4.33.1	A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
4.33.2	A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
4.33.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidders are in order.

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#### 4.34. TRANSFER OF CONTRACTS

4.34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

#### 4.35. AMENDMENT OF CONTRACTS

4.35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing

Bidder

Witness 1

Witness 1

## 5. MBD 1 – INVITATION TO BID

### PART A

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	9/3/1/371	CLOSING DATE:	20 November 2023	CLOSING TIME:	12:00PM
DESCRIPTION	Provision of a Service Provider for the Operation, Maintenance and Management of Landfill Site for a Period of Thirty-Six (36) Months				
<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)					
Bela-Bela Local Municipality Records Office Room F58 Chris Hani Drive Bela-Bela 0480					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED				<b>TOTAL BID PRICE</b>	R
SIGNATURE OF BIDDER	.....			DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	Supply Chain	CONTACT PERSON	Mr. A. Mohlala		
CONTACT PERSON	Ms. K.J Makgobela	TELEPHONE NUMBER	065 119 8203		
TELEPHONE NUMBER	014 736 8082	FACSIMILE NUMBER			
FACSIMILE NUMBER		E-MAIL ADDRESS	<a href="mailto:tarazimbi@gmail.com">tarazimbi@gmail.com</a>		
E-MAIL ADDRESS	<a href="mailto:MakgobelaKJ@belabela.gov.za">MakgobelaKJ@belabela.gov.za</a>				

Bidder

Witness 1

Witness 1

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

Bidder

Witness 1

Witness 1

## 6. MBD 2 - TAX CLEARANCE VERIFICATION PIN REQUIREMENTS

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

- 2.1 In order to meet this requirement bidders are required to complete in full form TCC 001 "Application for a Tax Clearance verification Pin" and submit it to any SARS branch office nationally.
- 2.2 SARS will then furnish the bidder with a Tax Clearance Verification Pin that will be valid for a period of 1 (one) year from the date of approval.
- 2.3 The original Tax Clearance Verification Pin must be submitted together with the bid. Failure to submit the original Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 2.4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 2.5 Copies of the TCC001 "Application for a Tax Clearance Verification Pin" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za)
- 2.6 Applications for the Tax Clearance Verification Pin may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za)

## 7. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars

.....  
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

3.12.1 If yes, furnish particulars.

.....  
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

3.13.1 If yes, furnish particulars.

.....  
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

**YES / NO**

3.14.1 If yes, furnish particulars:

.....  
.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

## 8. MBD 5 - DECLARATION FOR PROCUREMENT ABOVE R10 MILLION

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

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

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

.....  
.....

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

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

2.2 If yes, provide particulars.

.....  
.....

\* Delete if not applicable

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

3.1 If yes, furnish particulars

.....  
.....

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

4.1 If yes, furnish particulars

.....  
.....

### CERTIFICATION

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## **9. MBD 6.1 PREFERENCE POINTS CLAIM PROCUREMENT REGULATIONS 2022 – PURCHASES / SERVICES (80/20)**

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

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

### **1. GENERAL CONDITIONS**

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

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

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

The applicable preference point system for this tender is the **80/20** preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

### **2. DEFINITIONS**

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

Bidder
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Witness 1
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Witness 1
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### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

or

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed. (80/20 system) (To be completed by the tenderer)	Means of Verification
100% Youth owned = 5 points, More than or equal to 51% Youth owned = 3 points, Less than 51% Youth shareholding = 1 point <b>Maximum of 5 points</b>	5		Copy of Central Suppliers Database full report
100% Woman owned = 5 points, More than or equal to 51% Woman owned = 3 points, Less than 51% Woman owned = 1 point <b>Maximum of 5 points</b>	5		Copy of Central Suppliers Database full report
100% Black owned = 5 points, More than or equal to 51% black owned = 3 points, Less than 51% youth owned = 1 point, <b>Maximum of 5 points</b>	5		Copy of Central Suppliers Database full report
100% people with disability owned = 5 points, More than or equal to 51% people with disability owned = 3 points, Less than 51% people with disability owned = 1 point <b>Maximum of 5 points</b>	5		Certified copy of Doctor's Certificate with medical practice number

Suppliers are required to submit the documents listed in means of verification as per above table for points allocation during preference point system evaluation.

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. **TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One-person business/sole proprietor
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

Bidder

Witness 1

Witness 1

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

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

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

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

**DATE:** .....

**ADDRESS:** .....

.....

.....

Bidder

Witness 1

Witness 1

## 10. MBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES

### 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, *viz*
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - 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.
5. 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.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorized to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2 .....

DATE: .....

Bidder

Witness 1

Witness 1

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

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. 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	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

DATE: .....

Bidder

Witness 1

Witness 1

## 11. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

9.1. This Municipal Bidding Document must form part of all bids invited.

9.2. 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.

9.3. 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).

9.4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

9.4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?  <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	<b>Yes</b>	<b>No</b>
9.4.1.1	If so, furnish particulars:		
9.4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <i>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	<b>Yes</b>	<b>No</b>
9.4.2.1	If so, furnish particulars:		
9.4.3	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?	<b>Yes</b>	<b>No</b>
9.4.3.1	If so, furnish particulars:		
9.4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<b>Yes</b>	<b>No</b>
9.4.4.1	If so, furnish particulars:		

Bidder

Witness 1

Witness 1

9.4.5	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	No
9.4.5.1	If so, furnish particulars:		

### 9.5. 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

Bidder

Witness 1

Witness 1

## 12. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

10.1. This Municipal Bidding Document (MBD) must form part of all bids<sup>2</sup> invited.

10.2. 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>3</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

10.3. 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:

- take all reasonable steps to prevent such abuse;
- 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
- 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.

10.4. 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.

10.5. 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>2</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>3</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.

Bidder
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Witness 1
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Witness 1
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## CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

### **BELA-BELA LOCAL MUNICIPALITY**

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>4</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where product or service will be rendered (market allocation)
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

<sup>4</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.

Bidder

Witness 1

Witness 1

### 13. MDB 15 – Certificate for Payment of Municipal Services

NAME OF THE BIDDER: \_\_\_\_\_

FURTHER DETAILS OF THE BIDDER'S; Director (s) / Shareholder (s) / Partners and the Company:

Director/ Shareholder/ Partner	Physical Address of Business	Municipal Account Number/s	Physical Residential Address of the Director/ Shareholder/ Partner	Municipal Account Number/s

NB: **Please attach** certified copy (ies) of ID document(s)

I, \_\_\_\_\_,

(Full name in block letters) the undersigned, declare that the Bidder and any of its director(s)/ members(s) does not owe the municipality or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges .

I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

**THUS DONE AND SIGNED** for and on behalf of the Bidder, at \_\_\_\_\_, on the \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 14. Municipal Declaration and Returnable Documents

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) consultancy services are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

### Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

### Section 2: Declaration for consultancy services:

The enterprise has been awarded the following consultancy services by an organ of state during the last five years.

Name of organ of state	Estimated number of contracts	Nature of service, e.g, quantity surveying	Service similar to required service (yes / no) ?

Attach separate page as necessary

Bidder

Witness 1

Witness 1

**Section 3 Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT**

I / we certify that

1) (tick one of the boxes):

- the enterprise **is not** required by law to prepare annual financial statements for auditing
- the enterprise **is** required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years

2) the enterprise and its directors have / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (*i.e.: all municipal accounts are paid up to date*);

3) source of goods and / or services:

(*tick one of the boxes and insert percentages if applicable*):

- goods and / or services are sourced only from within the Republic of South Africa
- % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is   %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary

Dispute will be settled by means of mutual consultation, mediation (with or without legal representation) or, when unsuccessful in a South African court of law.

I, the undersigned who warrants that I am duly authorized on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Signed

Name

Date

Position

Enterprise name

## PART B – SPECIFICATIONS AND PRICING SCHEDULE

### 15. SPECIFICATIONS

#### 14.1. BACKGROUND

- a) The municipality intends to call for bids in respect of the Provision of a Service Provider for the Operation, Maintenance and Management of Landfill Site for a Period of Thirty-Six (36) Months
- b) The purpose of the bid is to appoint a Service Provider to operate, maintain and management the Landfill site for Bela-Bela Local Municipality.

#### 14.2. CONTRACT TERM

The duration of the contract is for a period of thirty-six (36) months. The successful bidder will be further required to sign a Service Level Agreement with Bela-Bela Local Municipality.

#### 14.3. SPECIFICATION (SCOPE OF WORK)

14.3.1. The work to be carried out by the Service Provider includes but not limited to the following:

- I. Design of up slope cut-off drain system and contaminated drainage system.
- II. Ensure that after thorough compaction of the waste and that waste is covered with similar suitable material of a minimum of 250mm thick every day. Other earthworks must comply with the requirements of the appropriate SABS 1200.
- III. Minimum disturbance to the local flora and fauna during the operation as well as the generation of the minimum nuisance must be ensured.
- IV. Maintenance of the waste disposal site must address stormwater management.
- V. Develop a detailed quantity control programme for all the activities to be carried out on site.
- VI. Develop and implement operating procedure / plan which should include the stormwater drainage, litter control aesthetics according to the permit conditions / design.
- VII. Develop site detailed maintenance and monitoring programme.
- VIII. Provision and management of signage within landfill and road leading to landfill
- IX. Leachate management
- X. On-site recycling plan
- XI. Control of scavengers
- XII. Gate control and on-site security
- XIII. Maintenance of road on site
- XIV. Recording of waste streams and quantities
- XV. Pest control
- XVI. Dust control
- XVII. Fire fighting
- XVIII. Community education and skills transfer for capacity building

Bidder
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Witness 1
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Witness 1
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XIX. Provision of one (1) x security guard for day shift and two (2) x security guards for night shift.

#### 14.3.2. WASTE DISPOSITION AND OPERATIONS

To expose as little waste as possible to rainfall and the environment and to afford the best compaction, waste cells behind the terrace berms will be as narrow as conditions permitted.

The width of waste cell will be determined by the volume of waste received during the operating day and will have approximate dimensions as follows:

- Between 0 m<sup>3</sup> – 250 m<sup>3</sup>  
21 m – 30 m
- Between 251 m<sup>3</sup> – 500 m<sup>3</sup>  
31 m – 40 m
- Between 501 m<sup>3</sup> – 7560 m<sup>3</sup>  
41 m – 50 m

The cell should be constructed as follows:

- Soil, builder's rubble, relatively inert waste or suitable material accrued from the operations, shall be utilized to construct 1.5 m high berms tipped at the natural angle of repose to form the sides of the proposed cell, beginning at the top of the slope.

#### 14.3.3. LAND FILLING

Land filling of refuse takes place in the area behind each consecutive berm to ensure the controlled deposition of waste.

Waste shall be depo-land filled at the toe of the cell and worked upwards by spreading in approximately 250 mm thick layers, and compacted by using six passes (6) of the landfill compactor per layer of waste.

#### 14.3.4. COVERING OF WASTE

Cover material shall be depo-land filled above the cell at the top of the ramp to enable the exposed refuse to be covered at the end of the operating day as per license requirements.

#### 14.3.5. SPECIAL WASTE HANDLING

Toxic, pathogenic, corrosive, flammable, explosive and other hazardous waste will not be permitted on the landfill site.

#### 14.3.6. VERIFICATION OF WASTE

The verification of waste streams in accordance and compliance with waste disposal standards as set by DWAF.

#### 14.3.7. MAXIMUM AIR-SPACE CONTROL

Ensuring maximum air-space control within the premises

Bidder
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Witness 1
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Witness 1
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#### 14.3.8. WET WEATHER CELL

An easy assessable wet weather cell must be constructed close to the site entrance for use under abnormally wet weather conditions.

#### 14.3.9. ANIMAL CARCASSES

Trenching burial system of at least 1.8 m deep and adequate cover material for immediate use will be made available all the time in case of dead animal carcasses.

The contractor shall ensure that carcasses disposed of are covered immediately and are not allowed to remain uncovered longer than 45 minutes.

#### 14.3.10. WATER SAMPLING AND MONITORING

It is a requirement that continuous water sampling should be undertaken at the landfill site to monitor underground water quality and ensure that it is not affected by landfill operations.

Municipality to take water samples, testing and costs of testing will be carried out by the service provider.

#### 14.3.11. BOREHOLE MAINTENANCE

The contractor shall ensure appropriate vegetation control around boreholes and the road to the boreholes is accessible by means of a light vehicle.

#### 14.3.12. FIRE BREAKS

Maintain adequate fire breaks in order to prevent fires on site.

### 14.4 SELECTION CRITERIA

The following criteria in conjunction with accepted procurement criteria will be applied during the evaluation of the proposals to the Bela-Bela Local Municipality:

- a) The strength of the company's ability to complete the job successfully;
- b) The strength of the creative material in meeting the objectives;
- c) The ability to deliver within the time frame set;
- d) Must support proudly South African campaign in its procurement of goods and services

### 14.5 EVALUATION CRITERIA

The evaluation will be conducted on the basis of compulsory compliance requirements as indicated above. The responsive bidders will be further evaluated on functionality. The preferential point scoring will be conducted only for bidders who scored more than 70 on functionality.

#### FUNCTIONALITY

##### Functionality

##### Company Experience

**50 points**

##### Key Personnel

**50 points**

##### Total

**100 points**

Bidder
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Witness 1
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Witness 1
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NB! The minimum cut off points for functionality is 70 points out of 100 points and any bidder scoring less than 70 points will not be considered. The winning bidders will be selected based on the highest points scored on functionality.

If two or more bidders are equal in points, the following criteria to break the deadlock will be applied as per Section 10 of PPPFA Preferential Procurement Regulations;

ASPECT	TARGETED GOALS			WEIGHT														
Company Experience	The Bidder must submit proof of similar service rendered (40 points):  The points for company experience will be allocated as follows:  ❖ 4 or more similar service rendered <b>(40 points)</b> ❖ 3 similar service rendered <b>(30 points)</b> ❖ 2 similar service rendered <b>(20 points)</b> ❖ 1 similar service rendered <b>(10 points)</b> ❖ No similar service rendered <b>(0 points)</b>		<b>40</b>															
			<b>TOTAL</b>	<b>40</b>														
(Attach copies of appointment letters or purchase orders, reference letters and completion letters)																		
Key Personnel	The Bidder must proposed key personnel <b>(40 points)</b> :			<b>40</b>														
	<table border="1"> <tr> <td>Site Manager (20 points)</td> <td>NQF level 6 or above in environmental management or similar</td> <td>Experience in environmental management and landfill site operation and management  ❖ 5 or more years experience <b>(20 points)</b> ❖ 1 to 4 years experience <b>(10 points)</b> ❖ 0 years experience <b>(0 points)</b></td> <td><b>20</b></td> <td></td> </tr> <tr> <td>Site Foreman (20 points)</td> <td>NQF level 4 or above</td> <td>Experience in landfill site operation and management  ❖ 5 or more years experience <b>(20 points)</b> ❖ 1 to 4 years experience <b>(10 points)</b> ❖ 0 years experience <b>(0 points)</b></td> <td><b>20</b></td> <td></td> </tr> <tr> <td colspan="4"><b>TOTAL</b></td><td><b>40</b></td></tr> </table>	Site Manager (20 points)	NQF level 6 or above in environmental management or similar	Experience in environmental management and landfill site operation and management  ❖ 5 or more years experience <b>(20 points)</b> ❖ 1 to 4 years experience <b>(10 points)</b> ❖ 0 years experience <b>(0 points)</b>	<b>20</b>		Site Foreman (20 points)	NQF level 4 or above	Experience in landfill site operation and management  ❖ 5 or more years experience <b>(20 points)</b> ❖ 1 to 4 years experience <b>(10 points)</b> ❖ 0 years experience <b>(0 points)</b>	<b>20</b>		<b>TOTAL</b>				<b>40</b>		
Site Manager (20 points)	NQF level 6 or above in environmental management or similar	Experience in environmental management and landfill site operation and management  ❖ 5 or more years experience <b>(20 points)</b> ❖ 1 to 4 years experience <b>(10 points)</b> ❖ 0 years experience <b>(0 points)</b>	<b>20</b>															
Site Foreman (20 points)	NQF level 4 or above	Experience in landfill site operation and management  ❖ 5 or more years experience <b>(20 points)</b> ❖ 1 to 4 years experience <b>(10 points)</b> ❖ 0 years experience <b>(0 points)</b>	<b>20</b>															
<b>TOTAL</b>				<b>40</b>														
	(Attach Curriculum vitae, certified copies of identity document and qualifications)																	

Bidder

Witness 1

Witness 1

Resources	The Bidder must submit proof of resources <b>(20 points)</b> . <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;"> <b>❖ 1x 20 ton Waste compactor (20 points)</b>  <b>❖ 1x Excavator (5 points)</b>  <b>❖ 1x 10m<sup>3</sup> Tipper Truck (5 points)</b>  <b>❖ 1x D6 Bulldozer or equivalent (5 points)</b>  <b>❖ 1x Tractor Loader Backhoe (TLB) (5 points)</b> </td><td style="width: 10%; text-align: center; padding: 5px;"><b>20</b></td></tr> <tr> <td colspan="2" style="text-align: right; padding: 5px;"><b>TOTAL</b> <b>20</b></td></tr> </table> (Attach copies of proof of ownership or in case of lease attach letter of intent and proof of ownership)	<b>❖ 1x 20 ton Waste compactor (20 points)</b> <b>❖ 1x Excavator (5 points)</b> <b>❖ 1x 10m<sup>3</sup> Tipper Truck (5 points)</b> <b>❖ 1x D6 Bulldozer or equivalent (5 points)</b> <b>❖ 1x Tractor Loader Backhoe (TLB) (5 points)</b>	<b>20</b>	<b>TOTAL</b> <b>20</b>		<b>20</b>
<b>❖ 1x 20 ton Waste compactor (20 points)</b> <b>❖ 1x Excavator (5 points)</b> <b>❖ 1x 10m<sup>3</sup> Tipper Truck (5 points)</b> <b>❖ 1x D6 Bulldozer or equivalent (5 points)</b> <b>❖ 1x Tractor Loader Backhoe (TLB) (5 points)</b>	<b>20</b>					
<b>TOTAL</b> <b>20</b>						
	<b>Total</b>	<b>100</b>				

### Preferential Point Scoring

The following preference point systems are applicable to all bids:

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

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

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals must not exceed	100

Points for this bid shall be awarded for:

- Price; and
- Specific Goals:

<b>The specific goals allocated points in terms of this tender</b>	<b>Points</b>	<b>Means of Verification</b>
100% Youth owned = 5 points, More than 51% Youth owned = 3 points, No Youth in shareholding = 1 point <b>Maximum of 5 points</b>	5	Copy of Central Suppliers Database full report
100% Woman owned = 5 points, More than 51% Woman owned = 3 points, Less than 50 % Woman owned = 1 point <b>Maximum of 5 points</b>	5	Copy of Central Suppliers Database full report
100% Black owned = 5 points, More than 51% black owned = 3 points, Less 50 % youth owned = 1 point, <b>Maximum of 5 points</b>	5	Copy of Central Suppliers Database full report
100% people with disability owned = 5 points, More than 51% people with disability owned = 3 points, Less 50% people with disability owned = 1 point <b>Maximum of 5 points</b>	5	Certified copy of Doctor's Certificate with medical practice number
<b>Total points for Specific Goals</b>	<b>20</b>	

#### **14.6. REQUIRED BIDDER PROFILE**

A company profile should be submitted, while interested parties should also indicate in their proposals their expertise and capacity to undertake the project in question. Previous experience reference list with recent contacts telephone numbers must be attached.

#### **14.7. REFEREES**

The proposal should include a client reference list with contact details and a brief description of projects successfully completed with clear indication of project awarded amounts, time frame and description of the relevant project. Similar references of other district and local municipalities or provincial governments will be an added advantage.

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

## 16. PRICING

### 15.1. PRICING INSTRUCTIONS

- 1.1. The price to be inserted in Total Bid Price must be the full inclusive price to the Municipality for the work described under the Specifications (Scope of Work).
- 1.2. The price for operation, maintenance and management of landfill site shall cover all costs, expenses and profit that may be required in and for the execution of each item on the bill of quantities.

### 15.2. PRICING

#### 15.2.1. SUMMARY

<b>PROVISION OF A SERVICE PROVIDER FOR THE OPERATION, MAINTENANCE AND MANAGEMENT OF LANDFILL SITE FOR A PERIOD OF THIRTY-SIX (36) MONTHS</b>				
<b>Item no</b>	<b>Description</b>	<b>No. of Months</b>	<b>Amount per Month</b>	<b>Amount per Year 1</b>
1	Operation, Maintenance and Management of Landfill Site	12		
2	Security for Landfill Site (1x Day shift and 2x Night shift)	12		
<b>Sub Total</b>				
<b>VAT</b>				
<b>TOTAL BID PRICE FOR YEAR 1 (Incl. VAT)</b> <i>(Carried over to summary)</i>				

<b>PROVISION OF A SERVICE PROVIDER FOR THE OPERATION, MAINTENANCE AND MANAGEMENT OF LANDFILL SITE FOR A PERIOD OF THIRTY-SIX (36) MONTHS</b>				
<b>Item no</b>	<b>Description</b>	<b>No. of Months</b>	<b>Amount per Month</b>	<b>Amount per Year 2</b>
1	Operation, Maintenance and Management of Landfill Site	12		
2	Security for Landfill Site (1x Day shift and 2x Night shift)	12		
<b>Sub Total</b>				
<b>VAT</b>				
<b>TOTAL BID PRICE FOR YEAR 2 (Incl. VAT)</b> <i>(Carried over to summary)</i>				

Bidder

Witness 1

Witness 1

<b>PROVISION OF A SERVICE PROVIDER FOR THE OPERATION, MAINTENANCE AND MANAGEMENT OF LANDFILL SITE FOR A PERIOD OF THIRTY-SIX (36) MONTHS</b>				
<b>Item no</b>	<b>Description</b>	<b>No. of Months</b>	<b>Amount per Month</b>	<b>Amount per Year 3</b>
1	Operation, Maintenance and Management of Landfill Site	12		
2	Security for Landfill Site (1x Day shift and 2x Night shift)	12		
<b>Sub Total</b>				
<b>VAT</b>				
<b>TOTAL BID PRICE FOR YEAR 3 (Incl. VAT)</b> <i>(Carried over to summary)</i>				

<b>15.2.1.3</b>	<b>SUMMARY</b>
	<b>TOTAL BID PRICE FOR YEAR 1 (Incl. VAT)</b>
	<b>TOTAL BID PRICE FOR YEAR 2 (Incl. VAT)</b>
	<b>TOTAL BID PRICE FOR YEAR 3 (Incl. VAT)</b>
	<b>TOTAL BID PRICE (Incl. VAT)</b> <i>(Carried over to form of offer and acceptance)</i>

Bidder

Witness 1

Witness 1

## 17. DECLARATION BY TENDERER

I/We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I/We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of my / our tender and that I / we elect *domicillium ditandi et executandi* (physical address at which legal proceedings may be instituted) is the Republic at:

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I/We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfilment of this contract.

I/We furthermore confirm I / we satisfied myself / ourselves as to the correctness and validity of my / our tender; that the price quoted cover all work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake (s) regarding price and calculations will be at my / our risk.

I/We furthermore confirm that my / our offer remained binding upon me / us and open for acceptance by the Purchaser / Employer during the validity period indicated and calculated from closing date of the bid.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	
DATE		DATE	

Bidder

Witness 1

Witness 1

## 18. FORM OF OFFER AND ACCEPTANCE

### PROVISION OF A SERVICE PROVIDER FOR THE OPERATION, MAINTENANCE AND MANAGEMENT OF LANDFILL SITE FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON OF TRAVEL AGENCY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

**Offer:**

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

### PROVISION OF A SERVICE PROVIDER FOR THE OPERATION, MAINTENANCE AND MANAGEMENT OF LANDFILL SITE FOR A PERIOD OF THIRTY-SIX (36) MONTHS ON OF TRAVEL AGENCY SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

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

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

**THE OFFERED TOTAL PRICE INCLUSIVE OF VALUE ADDED TAX IS**

R \_\_\_\_\_ (in figures)

R \_\_\_\_\_  
\_\_\_\_\_ (in words)

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

**For the tenderer**

(Name and address of organization) \_\_\_\_\_

SIGNATURE OF WITNESS:		NAME (PRINT):	
DATE:			

Bidder

Witness 1

Witness 1

## Acceptance by the Municipality

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

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

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

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

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE	

SIGNATURE OF WITNESS:		NAME (PRINT):	
DATE:			

Bidder
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Witness 1
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Witness 1
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**For the organization:**

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	

SIGNATURE OF WITNESS:		NAME (PRINT):	
DATE:			

**Schedule of Deviations**

1 Subject

Details

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2 Subject

Details

---

3 Subject

Details

---

4 Subject

Details

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By the duly authorized representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Bidder

Witness 1

Witness 1

## 19. ATTACHMENTS

The required attachments must be attached hereto:

- (a) Company registration document (CK). Where applicable, share Certificate and shareholding information.
- (b) Director's information and Certified Copies of Identity documents not older than 6months.
- (c) CSD full report
- (d) Valid Tax Clearance document (Tax Clearance Verification Code/Pin)
- (e) Authority of signature
- (f) Copies of municipal rates and taxes accounts of both company and director(s) not older than 3 months and not in arrears for more than 90 days from the date of tender closure. A lease agreement may be submitted where applicable but must be accompanied by the municipal rates and taxes account of the leased property where the lessee is responsible for such account. If the lessee is not responsible for the municipal rates and taxes account, then a statement of account must be submitted as evidence that the lessee has met their obligations. If municipal rates and taxes submitted is not in the name of the company and/or any of the directors, a written affidavit stating how the account relates to the said company and/or its directors must be submitted.
- (g) MBD forms (to be completed on the tender document)
- (h) Form of offer and acceptance (to be completed on the tender document)

Bidder

Witness 1

Witness 1