

**EMAKHAZENI LOCAL MUNICIPALITY**



**APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF  
COVID-19 PPE AS AND WHEN REQUIRED FOR A PERIOD OF 24 MONTHS  
ELM 22/07/01**

**TENDER DOCUMENT**

**EMPLOYER:**

EMAKHAZENI LOCAL MUNICIPALITY  
25 Schepeers Street  
Belfast  
1100  
Tel: (013) 253 7600  
Fax: (013) 253 1696

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

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

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

**PREFERENCE / BBBEE GRADING** : .....

**CENTRAL SUPPLIER DATABASE NO** : .....

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



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# **TENDERING PROCEDURES**

## **THE TENDER**

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

- T1.1 Tender notice and invitation to tender
- T1.2 Tender Data
- T1.3 General Conditions of the bid proposal:Definitions



## **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

Tenders are hereby invited from service providers for the: **Appointment of a service provider for the supply and delivery of covid-19 PPE as and when required for a period of 24 Months, ELM 22/07/01.**

Bid documents will be obtainable from **Monday, 16<sup>th</sup> August 2021** on payment of cash non-refundable document fee of **R350.00** per document from the offices of Emakhazeni Local Municipality, 25 Scheepers Street, Belfast during office hours from 07H45 to 12h30 and 13h00 to 15h00 weekdays, or on supply of proof of EFT payment made into the following bank account: **FNB Current Account Number 62028195510 Branch Code 270351, Tender Reference number ELM22/07/01** Emakhazeni Local Municipality, this bid document can also be obtained on the municipality's website or on **the e-Tender Website at <http://www.etenders.gov.za/content/advertised-tenders>** at no cost. There will be no briefing session.

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender documents. The tenders and relevant documents must be sealed in a envelope and externally endorsed with **“PROJECT NO ELM22/07/01 APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF COVID-19 PPE AS AND WHEN REQUIRED FOR A PERIOD OF 24 MONTHS, ELM 22/07/01.”** and be deposited in the Tender Box, Ground Floor, Emakhazeni Local Municipality, 25 Scheepers Street, Belfast, Mpumalanga not later than **12h00 on Friday, 17<sup>th</sup> September 2021.** The Tenders shall remain valid for a period of **90 days from the closing date.** Telegraphic, telephonic, fax, telex e-mail or late tenders will not be accepted.

Tenders will be evaluated in terms of the Supply Chain Management policy of the Emakhazeni Local Municipality aligned to preferential procurement policy framework Act 5 of 2000 .The Method for evaluation of Consortium and professional service providers is based on, price and preferential (80/20 preference). Master Registration Number and tax compliance status PIN to enable the municipality to verify the bidder's tax compliance status must be attached. Service providers must be registered at central supplier database (CSD). Service provider must also ensure that their BBBEE certificate or sworn affidavit is still valid as they will have a big impact during evaluation processes.

Tenderers must have the necessary skills, experience and capacity to perform the required work.

Tender document enquiries may be directed to **Mr. Joas Madiopé** at 013 253 7601: or email [joas.madiopé@emakhazeni.gov.za](mailto:joas.madiopé@emakhazeni.gov.za)

Technical enquiries may be directed to **Ms. F. Langa** at 013 253 7610 or email [felicia.langa@emakhazeni.gov.za](mailto:felicia.langa@emakhazeni.gov.za)

Emakhazeni Local Municipality is not obliged to appoint the bidder with the lowest price but will consider the bidder scoring the highest number of points in line with the set criteria. Emakhazeni Local Municipality reserves the right not to make any appointment for this tender.

**Mr. G Mthimunye**  
**Municipal Manager**



**[MBD1] PART A  
 INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EMAKHAZENI LOCAL MUNICIPALTY**

BID NUMBER:	ELM 22/07/01	CLOSING DATE:	17 September 2021	CLOSING TIME:	12H00
DESCRIPTION	Appointment of a service provider for the supply and delivery of covid-19 PPE as and when required for a period of 24 Months				

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

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

<b>Emakhazeni Local Municipality</b>
<b>25 Scheepers Street</b>
<b>Belfast, 1100</b>
<b>Mpumalanga</b>

**SUPPLIER INFORMATION**

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

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
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TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE	R
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SIGNATURE OF BIDDER	DATE
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**CAPACITY UNDER WHICH THIS BID IS SIGNED**

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:**

DEPARTMENT	SUPPLY CHAIN	CONTACT PERSON	<b>Felicia Langa</b>
CONTACT PERSON	Joas Madioppe	TELEPHONE NUMBER	<b>013 253 7610</b>
TELEPHONE NUMBER	013 253 7601	FACSIMILE NUMBER	013 253 1889
FACSIMILE NUMBER	013 253 1889	E-MAIL ADDRESS	<a href="mailto:felicia.langa@emakhazeni.gov.za">felicia.langa@emakhazeni.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:joas.madioppe@emakhazeni.gov.za">joas.madioppe@emakhazeni.gov.za</a>		



**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....



T1.2 TENDER DATA

The EMAKHAZENI LOCAL MUNICIPALITY's Supply Chain Management Policy and Occupational Health and Safety Act are applicable to this contract. However in case of any ambiguity, the EMAKHAZENI LOCAL MUNICIPALITY's Supply Chain Management Policy takes precedence.

The Tender Data makes several references to the ELM Supply Chain Management Policy for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and ELM Supply Chain Management.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause No.					
F.1.1	<p><b>The Employer is:</b>            EMAKHAZENI LOCAL MUNICIPALITY            P O Box 17            Belfast, 1100</p>				
F.1.2	<p><b>The tender document's contents is as follows:</b></p> <p><b>Part T1 : Tendering Procedures</b>            T1.1 Tender Notice and invitation to tender            T1.2 Tender Data            T1.3 Definitions</p> <p><b>Part T2: Returnable Documents</b>            T2.1 List of Returnable documents            T2.2 Returnable schedules</p> <p><b>Part C1: Agreements and Contract Data</b>            C1.1 Form of offer and acceptance            C1.2 Contract Data</p> <p><b>Part C2:</b> Scope of work and bill of quantities  <b>Part C3:</b> Pricing data</p>				
F.1.4	<p><b>The Employer's Representative is:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;"><b>Supply Chain Management Unit</b></td> <td>Email: <a href="mailto:joas.madiope@emakhazeni.gov.za">joas.madiope@emakhazeni.gov.za</a> Tel 013 253 7601</td> </tr> <tr> <td><b>End user Department</b></td> <td>Email: <a href="mailto:felicia.langa@emakhazeni.gov.za">felicia.langa@emakhazeni.gov.za</a> Tel: 013 253 7610</td> </tr> </table> <p>Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer or his nominee will be regarded as amending the tender documents.</p>	<b>Supply Chain Management Unit</b>	Email: <a href="mailto:joas.madiope@emakhazeni.gov.za">joas.madiope@emakhazeni.gov.za</a> Tel 013 253 7601	<b>End user Department</b>	Email: <a href="mailto:felicia.langa@emakhazeni.gov.za">felicia.langa@emakhazeni.gov.za</a> Tel: 013 253 7610
<b>Supply Chain Management Unit</b>	Email: <a href="mailto:joas.madiope@emakhazeni.gov.za">joas.madiope@emakhazeni.gov.za</a> Tel 013 253 7601				
<b>End user Department</b>	Email: <a href="mailto:felicia.langa@emakhazeni.gov.za">felicia.langa@emakhazeni.gov.za</a> Tel: 013 253 7610				
F.2.1	<p><b>Eligibility</b>            Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p>Responsive tenders are ONLY those tenders with all documents and pages, contained herein, that have been signed by the responsible person duly authorised to sign all documents indicated on the returnable document "<b>FORM C Authority of Signatory.</b>"</p>				



<b>F.2.2</b>	<b>No compulsory clarification meeting:</b>	
F.2.3	<b>Date:</b> N/A	
	<b>Starting time:</b> N/A	
	No late, faxed, emailed or other form of tender will be accepted. Completed tenders in Black ink in sealed envelopes and clearly marked "Project No: <b>ELM 22/07/01: Appointment of a service provider for the supply and delivery of covid-19 PPE as and when required for a period of 24 Months</b> " must be placed in Tender Box at SCM Office, EMAKHAZENI LOCAL MUNICIPALITY 25 Schepeers Street, Belfast, 1100 Closing date:17 September 2021 Closing Time:12h00	<b>Location:</b> Emakhazeni Tender Box EMAKHAZENI LOCAL MUNICIPALITY 25 , Schepeers Street Belfast
F.2.14	Failure to complete in all returnable schedules and signing thereof will results an automatic disqualification.	
F.2.15	The closing time for submission of tender offers and proposals is as mentioned in F.2.3 above and as stated in the Tender Notice and Invitation to Tender.	
F.2.16	All tenders received by the EMAKHAZENI LOCAL MUNICIPALITY will remain in the Municipality's possession until after the stipulated closing date and time.	
	The Tender offer validity period is 90 Days.	
F2.16.3	Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered	
F2.23	The tenderer is required to submit with his tender the below mentioned documents: Non Submission of the following documents will results in automatic disqualification: (1) a copy of the Company / CC Registration. In case of Joint Venture – both companies / cc to submit registration documentation. (2) In case of Joint Venture – the Joint Venture Agreement. (3) proof of professional registration for the company	
F.3.1.1	Questions or queries must be submitted at least five (5) working days before the stipulated closing date and time of the tender. However, ELM shall not be liable nor assume liability for failure to respond to any questions and / or queries raised by the Tenderer.	
F.3.6	After the opening of the tender proposals, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the ELM.	
F.3.11.1	<b>Evaluation of Tenders</b> The Tenderers is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of ELM Supply Chain Management Policy which entails the balance between Financial Offer, Quality and preferences on 80-20 points system will be adopted.	



	<p><b><u>EVALUATION CRITERIA (FUNCTIONALITY)</u></b></p> <p>The Municipal SCM Policy &amp; National Treasure Guidelines will be used for evaluation of prospective service providers as per the approved scoring system by the Specification Committee.</p> <p>The 80/20 point system shall be used for Evaluation of tender documents in terms of Preferential Procurement Point Framework Act.</p>
F 3.15	<p>If the Tender does not comply with the Tender conditions, the Tender may be rejected. If specifications are not met, the Tender may also be rejected. <u>With regard to the above, certain actions or errors are unacceptable, and warrants <b>REJECTION OF THE TENDER</b>, for example:</u></p> <ul style="list-style-type: none"><li>▪ Non submission of company registration certificates.</li><li>▪ Non submissions of valid tax compliance status PIN to enable the municipality to verify the bidder's tax compliance status.</li><li>▪ Non submission of the proposal in the prescribed format</li><li>▪ Pages to be completed, removed from the Tender document, and have therefore not been submitted.</li><li>▪ Failure to fully complete the schedule of quantities as required.</li><li>▪ Scratching out without initialling next to the amended rates or information.</li><li>▪ Writing over / painting out rates / the use of tippex or any erasable ink, eg. pencil.</li><li>▪ The Tender has not been properly signed by a party having the authority to do so, according to the <b>Form C – “Authority for Signatory”</b></li><li>▪ No authority for signatory submitted.</li><li>▪ Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.</li><li>▪ The Tenderer's attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.</li><li>▪ The Tender has been submitted after the relevant closing date and time</li><li>▪ If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.</li><li>▪ If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.</li><li>▪ The declaration of interest form is not fully completed.</li></ul> <p><b>2. Size of enterprise and current workload</b></p> <p>Evaluation of the Tenderer's position in terms of:</p> <ul style="list-style-type: none"><li>▪ Previous and expected current annual turnover</li><li>▪ Current contractual obligations</li><li>▪ Capacity to execute the contract</li></ul> <p><b>3. Staffing profile</b></p> <p>Evaluation of the Tenderer's position in terms of:</p> <ul style="list-style-type: none"><li>▪ Staff available for this contract being Tendered for</li></ul>



- Qualifications, registration and experience of key staff to be utilised on this contract

**4. Good standing with SA Revenue Services**

- Determine whether a valid tax clearance certificate or verification pin has been submitted.
- The Tenderer must affix a valid Tax Clearance Certificate or Master Registration Number and tax compliance status PIN to enable the municipality to verify the bidder's tax compliance status must be attached to the designated page of the Tender document.

If the Tender does **not** meet the requirements contained in the EML Supply Chain Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

**5. Penalties**

The EMAKHAZENI LOCAL MUNICIPALITY will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the firm, its shareholders and directors on obtaining any business from the EMAKHAZENI LOCAL MUNICIPALITY for a period of 5 years.

**80 – POINTS (FOR PRICE):**

DESCRIPTION	ALLOCATED POINTS
Price Competitiveness	80

**20 – POINTS (FOR BBBEE):**

BBBEE status Level of Contributor	Number of points (80/20)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2



		<b>Non-Compliant contributor</b>	<b>0</b>	
		<b>Points for Price</b>	<b>80</b>	
		<b>Maximum number of Points</b>	<b>100</b>	
Regulations of disputes, objections, complaints and queries will be handled in accordance with Supply Chain Management Policy of EMAKHAZENI LOCAL MUNICIPALITY.				
F3.16	In the event that no correspondence or communication is received from the ELM within ninety (90) days after the stipulated closing date and time of the tender, the tender proposal will be deemed to be unsuccessful.			
F.3.16	The number of paper copies of the signed contract to be provided by the Employer is one.			
F3.11.9	The quality criteria and maximum score in respect of each of the criteria are as given Municipal <b>Supply Chain Management Regulations.</b> The number of paper copies of the signed contract to be provided by the employer is one			
F.3.11.9	The additional conditions of Tender are: 1. EMAKHAZENI LOCAL MUNICIPALITY may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project. 2. The EMAKHAZENI LOCAL MUNICIPALITY reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.			
	The tenderer is to note that the following <b>Additional Relevant Documents</b> will form part of this contract: (i) EMAKHAZENI LOCAL MUNICIPALITY Supply Chain Management Policy, (ii) ELM General Conditions of Contract (iii) Occupational Health and Safety Policy			

### **T1.3 GENERAL CONDITIONS OF THE BID PROPOSAL**

#### **1. Definitions**

In these Conditions of Bid, words and expressions shall have the meanings assigned to them in the various parts of the Bid Documents and in addition, the following words and expressions shall have the meanings assigned to them hereunder:



Words and Expressions	Meaning
"Addendum" and "Addendum to Bid"	any document so entitled and pertaining to the Bid, as may be issued by the Council to prospective Bidders at any time prior to the Closing of Bids
"Authorised"	by or with the prior written instruction, consent or approval of the Council and "unauthorised" means the converse.
"Closing of Bids"	the time and date before which Bids must be received by the Council and after which no further Bids will be accepted by the Council.
"Conforming Bid"	a bid which is strictly in accordance with the Bid Documents in all respects, without variation, addition, omission or qualification whatever.
"Bidder"	any person, firm, or juristic party which submits a Bid to the Council in response to the Invitation issued or published by the Council inviting the submission of Bids.
"Bid Period"	the period between the issue by the Council, of an invitation to submit Bids for the project or the issue of the Bid Documents, whichever is the earlier, and the Closing of Bids.
brand names, trademarks, names, patent or producer,	Any reference in circumstances to brand names, trademarks, names, patent or producer, implies to be followed by the word " or similar" or " or equivalent".

## **2. INTERPRETATION**

### **2.1. APPLICATION**

These Conditions of Bid govern the submission and adjudication of proposals and the acceptance by the Council of any proposal. They shall not form part of nor be interpreted or construed as forming part of any subsequent Contract as may result from the acceptance by the Council of any Bid received, nor shall these Conditions of Bid have any force or significance in any such subsequent Contract.

### **2.2. LANGUAGE**

These Conditions of Bid shall be interpreted in the English language.

### **2.3. GOVERNING LAW**

All Bids, as well as the adjudication thereof and the acceptance of any bid shall be subject to the law of the Republic of South Africa.

### **2.4. SINGULAR, PLURAL AND GENDER**

In these Conditions of Bid, words importing the singular include the plural and words importing the masculine include the feminine and neuter and vice versa where the context requires.

### **2.5. HEADINGS AND SUB-TITLES**



The clause headings and sub-titles in these Conditions of Bid shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Conditions of Bid.

**2.6. SCHEDULE AND FORMS TO BE COMPLETED BY THE BIDDER**

2.6.1. Bidders must complete the proposal Documents where entries by the Bidder are required, in indelible black ink, and notice must be taken that tip-ex or any other corrective measures may not be used in the document.

2.6.2. All alterations must be initialled by the authorised submitter.

**2.7. AMENDMENTS TO THE BID DOCUMENTS**

**2.7.1. AMENDMENTS BY THE BIDDER**

2.7.1.1. Bidders shall not make any unauthorised amendment or addition to any part of the text or content of the proposal Documents. If any such unauthorised amendments, alterations or additions are made by the Bidder, these will be deemed to be of no force or significance in the Bid and will be ignored in the evaluation and adjudication of the Bid.

2.7.1.2. Any point of difficulty in the interpretation of the Bid Documents must be clarified with the Council as early as possible during the Bid Period. If a query by any Bidder is found to be of significance, the Council will inform all Bidders accordingly as soon as possible.

**2.7.2. AMENDMENTS BY THE EMPLOYER**

2.7.2.1. The Council shall be entitled, at any time prior to the Closing of Bids, to make any variation, amendment or addition to, or omission from the Bid Documents, including to the time and date set for the Closing of Bids, by the issuing of an Addendum (or Addenda).

2.7.2.2. Any Addendum so issued shall be deemed to form part of the Bid Documents and shall be communicated in writing to all parties who have acquired the Bid Documents from the Council.

Prospective Bidders shall comply in all respects with the content of any such Addendum and failure to do so will render any Bid subsequently submitted, as invalid.

2.7.2.3. No variation by the Council of the Bid Documents will be of any force or effect unless set out in an Addendum as described above, despite the fact that a variation of or amendment to the Bid Documents may have been implied in or may reasonably be inferred from any other document issued or statement made by the Council.

**3. SIGNING OF BID**

The Bid must be signed in the presence of the subscribing witnesses, by the person named in the form entitled "Authority of Signatory" in the section "Forms to be Completed by the Bidder" of the Bid Documents, as duly authorised by the Bidder to do so.

**4. CONFIDENTIAL NATURE OF DOCUMENTS**



The content of the Bid Documents is private and confidential and Copyright in every aspect thereof remains vested in the Council. Recipients of the Bid Documents shall not be entitled to utilise the Bid Documents or any part of the content thereof for any purpose whatsoever, other than for the preparation and submission of their Bid and shall, whether a Bid is submitted or otherwise, treat the details of the documents as private and confidential.

**5. COSTS INCURRED BY BIDDERS**

The Council will neither be responsible for nor pay for any costs whatever, incurred by any Bidder or any recipient of the Bid Documents in preparing a Bid, nor in providing any such further information pertaining to the Bid as may be required by the Council or in terms of these Conditions of Bid.

**6. ACCEPTANCE OF BID**

The Council is not bound to accept any Bid or the lowest bid sum offered and reserves the right toward in part or in whole.

**7. PERIOD OF VALIDITY OF BIDS**

- 7.1. The bids shall remain valid for a period of three (3) months or 90 days after the Closing date.
- 7.2. Prices must be firm during this period and not linked to any exchange rate whatsoever.

**8. REPUDIATION OF BID OR INVALIDATION OF CONTRACT**

- 8.1. If the Council is satisfied that the Bidder or any person, whether an employee, partner, director, member or shareholder of the Bidder, or a person acting on behalf of or with the knowledge of the Bidder:

- 8.1.1. Has offered, promised or given a bribe or other gift or remuneration or reward to any person in connection with obtaining a contract; or has acted in a fraudulent or corrupt manner in obtaining a contract; or

- 8.1.2. Has approached an officer or employee of the Council in order to influence the award of a contract in the Bidder's favour; or

- 8.1.3. Has entered into an agreement or has made an arrangement, whether legally binding or not, with another person, firm or company to:

- 8.1.3.1. **Refrain from bidding for this Contract; or**

- 8.1.3.2. as to the amount of the Bid to be submitted by either party;

- 8.1.3.3. Except only where such other person or firm is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council; or

- 8.1.4. Has disclosed to another person, firm or company other than the Council, the exact or approximate amount of its proposed Bid, except only when:

- 8.1.4.1. the disclosure, in confidence, had been necessary in order to obtain insurance premium quotations required for the preparation of the Bid; or

- 8.1.4.2. such other person, firm or company is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council;



- 8.1.5. The Council may, in addition to other legal remedies, repudiate the Bid or declare the Contract invalid if the Contract has been awarded.

**9. BIDDER'S ADDRESS FOR THE DELIVERY OF NOTICES**

Each Bidder shall, indicate a place in the Republic of South Africa and specify it in the "Bidders Particulars" form, where legal process and all notices pertaining to the Bid may be delivered to him. Such address shall not be a postal box, private bag or electronic address, but shall be the address of a physical location within South Africa (e.g. street address, property/stand number or farm name etc.).

**10. ADDITIONAL INFORMATION REQUIRED**

- 10.1. The Council may request any Bidder to clarify any aspect of its Bid and also reserves the right to instruct a public accountant to report on the financial status of the Bidder, and the Bidder must render all reasonable assistance in such an investigation.
- 10.2. The additional information so obtained, as well as all written information submitted by the Bidder with and in support of its Bid, will be considered to form the basis on which the Bid has been prepared and submitted.

**11. TAXES AND LEVIES**

The bidder must submit with this bid an original and valid Tax Pin from the South African Revenue Services (SARS).

**12. CLEARANCE FROM MUNICIPALITIES**

The contractor must provide clearance from the municipality where they are based indicating that they are not in arrears with regard to their respective municipal services accounts.

**13. NO ACCEPTANCE OF BIDS FROM PERSONS IN THE SERVICE OF THE STATE**

- 13.1. No bids will be considered from persons in the service of the state
- 13.1.1. MSCM Regulations: "in the service of the state" means to be –
- 13.1.1.1. a member of any municipal council;
  - 13.1.1.2. a member of any provincial legislature; or
  - 13.1.1.3. a member of the national Assembly or the national Council of provinces;
  - 13.1.1.4. a member of the board of directors of any municipal entity;
  - 13.1.1.5. an official of any municipality or municipal entity;
  - 13.1.1.6. 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);
  - 13.1.1.7. a member of the accounting authority of any national or provincial public entity; or
  - 13.1.1.8. an employee of Parliament or a provincial legislature.

**14. SPECIAL CONDITIONS OF THE BID PROPOSAL**

- 14.1. The transaction shall be subject to any stipulations in any Act, Ordinance or By-law



pertaining thereto.

- 14.2. No proposals by any person that is not competent to enter into an agreement will be considered and if it is established that it is the case, the contract agreement in this regard will be considered null and void by Council.
- 14.3. Disputes must be settled by means of mutual consultation, mediation (with or without legal representation) or when unsuccessful, in a South African court of law on an attorney and client scale.
- 14.4. Should any legal action be deemed necessary to determine any aspect arising out of these conditions or to enforce any rights in terms of these conditions, then and in that event the parties hereto agree categorically to the jurisdiction of the Magistrate's Court to hear such action and to pass judgment notwithstanding the fact that the cause of action is beyond the jurisdiction of the Court: Provided always that Council shall have the right in its sole discretion to take action in any competent higher court in any matter exceeding the ordinary jurisdiction of the Magistrate's Court.
- 14.5. Council reserves the right to accept any cost proposal in a bid submitted or part thereof and will not be obliged to accept the lowest bid price submitted in a bid OR any cost proposal submitted.
- 14.6. Council reserves the right to alter quantities based on the supplied rates.
- 14.7. All Bids will be adjudicated in terms of the Emakhazeni Local Municipality's SCM Policy and in compliance with the criteria as set out in the Preferential Procurement Framework Act, Act No. 5 of 2000.
- 14.8. The successful bidder(s) must accept to make good or reimburse the Council on all damages or repairs that arise from the actions in executing this bid award.
- 14.9. The successful bidder(s) must accept to remove all equipment, restore the system(s) to the original state(s) at their own costs and and/or reimburse the Council in full in the event of failing to deliver as proposed in this bid.
- 14.10. The successful bidder(s) will at all times report to and obey the instructions of the Council's representative in relation to this bid.
- 14.11. Any variation to the execution in terms of this bid must be by mutual agreement by all parties concerned and served with official notices in writing.



## **T2.1 LIST OF RETURNABLE DOCUMENTS**

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



## T2.2 RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required (Compulsory to be completed and submitted) for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return all information requested.

### RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Form A	Compulsory Enterprise Questionnaire
Form B	Record of Addenda to Tender Documents
Form C	Declaration of interest
Form D	Authority for Signatory
Form E	Declaration of past supply chain management practices
Form F	Declaration of good standing regarding tax
Form G	Financial references/ Bidder`s credit rating and bank details
Form H	Declaration of Municipal Account
Form I	Preference Schedule
Form J	Declaration for local production and content
Form K	Certificate of independent Bid determination
Form L	Proposed Key Personnel
Form M	Schedule of Infrastructure of the Firm
Form N	Schedule of Proposed Sub-Consultants
Form O	Schedule of Previous Experience
Form P	Declaration tenderer`s litigation history
Form Q	Schedule of Current Commitments
Form R	Tenderer`s project structure
Form S	Form of Indemnity



**FORM A COMPULSORY ENTERPRISE QUESTIONNAIRE**

NB!!!! In the case of a Joint Venture – This questionnaire is to be completed and submitted in respect of each partner.

1. **Name of Enterprise:** .....

2. **VAT Registration number, if any:** .....

3. **Do you have an office within EMAKHAZENI LOCAL MUNICIPALITY area of jurisdiction?**

*(Please tick*

**YES or NO**  
*correct response)*

3.1. Street address of office: .....

3.2. Telephone number: (not cell phone number).....

3.3. Fax No. : .....

3.4. Person in charge of office on a full time basis: .....

3.5. Number of staff in this office: .....

4. **Particulars of shareholders and partners in the firm:**

Name	Identity Number	Personal Income Tax Number

5. **Particulars of companies and close corporations:**

Company Registration Number: .....

Close Corporation Number: .....

Tax reference Number: .....

6. **Record in the service of the state:**

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

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province



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- a member of the board of Directors of any Municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

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

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



## **ATTACH THE FOLLOWING DOCUMENTS HERETO**

1. For Closed Corporations

**CK1 or CK2 as applicable (Founding Statement)**

2. For Companies

**Registration certificate and audited Shareholders' register and disclosure certificate printed in the past Two (2) to Three (3) months.**

3. For Joint Venture Agreements

**Copy of the Joint Venture Agreement in accordance with the Tender Data between all the parties, as well as the documents in (1) or (2) of each Joint Venture member.**

4. For tenderer's shareholders

**Affix copies of certified identity documents**



**FORM B      RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

	<b>Date</b>	<b>Title of Details</b>

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



## FORM C: DECLARATION OF INTEREST

MBD 4

### No bid will be accepted from persons in the service of the state<sup>1</sup>.

1 Any legal person, including persons employed by the State<sup>1</sup>, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

- the bidder is employed by the State; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below

<sup>1</sup> "State" means:

- 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) any municipality or municipal entity;
- d) 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 provincial legislature.

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



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2.7	Are you or any person connected with the bidder presently employed by the state?	<b>YES / NO</b>
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2.7.1 If so, furnish the following particulars:

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Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

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2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**



2.9.1 If so, furnish particulars:

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2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars:

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2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

2.11.1 If so, furnish particulars:

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**FORM D AUTHORITY OF SIGNATORY**

Details of person responsible for tender process and duly authorized to sign all documents in connection with this Tender:

Name : \_\_\_\_\_

Contact number : \_\_\_\_\_

Office Address : \_\_\_\_\_

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

A **one- man business (Sole trader/owner)** shall confirm by attaching hereto a certified proof that he/she is the sole owner of the business e.g. (attaching a CK or company registration documents)

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

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

Mr / Ms .....

has been duly authorized to sign all documents in connection with the Tender for: **ELM22/07/01 APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF COVID-19 PPE AS AND WHEN REQUIRED FOR A PERIOD OF 24 MONTHS** and any Contract which may arise there from on behalf of .....

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE .....

NAMES OF SIGNATORY .....

AS WITNESSES: 1. ....

2. ....



**PRO-FORMA FOR JOINT VENTURES:**

**Certificate of Authority for Joint Ventures**

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner:  Responsible Personnel: .....		Signature: .....  Designation: .....
Responsible Personnel: .....		Signature: .....  Designation: .....
Responsible Personnel: .....		Signature: .....  Designation: .....
Responsible Personnel: .....		Signature: .....  Designation: .....
Responsible Personnel: .....		Signature: .....  Designation: .....



**ATTACH HERETO THE DULY SIGNED AND DATED  
ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF  
SIGNATORY ON COMPANY LETTERHEAD.**



**FORM E: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. Abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. Failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing Business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		



### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

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

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



## FORM F DECLARATION OF GOOD STANDING REGARDING TAX

The original Tax Pin must be submitted together with the bid. Failure to submit the Tax Pin will result in the invalidation of the bid. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Pin.

### MBD 2 Tax 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 Service (SARS) to meet the bidder's tax obligations.**

1. In order to meet this requirement bidder is required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Pin Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Pin that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Pin must be submitted together with the bid. Failure to submit the original and valid Tax Pin will result in the invalidation of the bid. Certified copies of the Tax Pin will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Pin.



**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM F:**

- Proof of Registration with Central Supplier Database (CSD)
- SARS TAX PIN



**FORM G: FINANCIAL REFERENCES**

**DETAILS OF BIDDERS BANKING INFORMATION**

**Notes to Bidder:**

1. The bidder shall attach to this form a letter from the bank confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The bidder's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

<b>BANK NAME:</b>										
<b>ACCOUNT NAME:</b> <i>(e.g. ABC Civil Construction cc)</i>										
<b>ACCOUNT TYPE:</b> <i>(e.g. Savings, Chequeetc)</i>										
<b>ACCOUNT NO:</b>										
<b>ADDRESS OF BANK:</b>										
<b>CONTACT PERSON:</b>										
<b>TEL. NO. OF BANK / CONTACT:</b>										
How long has this account been in existence:	<table border="1"> <tr> <td>0-6 months</td> <td><input type="checkbox"/></td> <td rowspan="4">(Tick which is appropriate)</td> </tr> <tr> <td>7-12 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>13-24 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>More than 24 months</td> <td><input type="checkbox"/></td> </tr> </table>	0-6 months	<input type="checkbox"/>	(Tick which is appropriate)	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>
0-6 months	<input type="checkbox"/>	(Tick which is appropriate)								
7-12 months	<input type="checkbox"/>									
13-24 months	<input type="checkbox"/>									
More than 24 months	<input type="checkbox"/>									

Name of Tenderer: .....

Signature: ..... Date:.....

Full name of signatory: .....



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



**FORM H: MUNICIPAL UTILITY ACCOUNT**

**DECLARATION BY THE TENDERER**

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

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

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

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

SIGNED ON BEHALF OF THE COMPANY

\_\_\_\_\_

IN HIS CAPACITY AS

\_\_\_\_\_

DATE

\_\_\_\_\_

FULL NAMES OF SIGNATORY

\_\_\_\_\_

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER



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

**Important: Note the following**

- List Account(s) registered either in the name(s) of the Director(s) or the Company on the declaration form attached hereto.
- Attach Municipal Utility account of the director(s) (if applicable) and in case of leased premises, attach lease agreement and the services account of leased premises. (issued in the name of the bidding company or Lessor)
- Attach Municipal Utility account of Company's registered office (if applicable) and in case of leased premises, attach lease agreement and the services account of leased premises. (issued in the name of the bidding company or Lessor)
- In the event payment of Municipal services is incorporated into the lease agreement, the bidder is required to attach the municipal account in the name of the Lessor.



**FORM I: PREFERENCE SCHEDULE**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

**2. DEFINITIONS**

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

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

2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic



Empowerment Act;

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

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one



scoring the highest number of preference points for B-BBEE.

- 3.5 whenever, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must one scoring the highest score for functionality.
- 3.6 two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4. POINTS AWARDED FOR PRICE**

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

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

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

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

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

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

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



- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS
- 5.4 trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 Person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended Provider is an EME that has the capability and ability to execute the sub-contract.
- 5.8 Person awarded a contract may not sub-contract less than 30% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

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

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

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

**8. SUB-CONTRACTING**

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

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

8.1.1 If yes, indicate:

1 what percentage of the contract will be subcontracted? \_\_\_\_\_ %

2 the name of the Provider? \_\_\_\_\_

3 the B-BBEE status level of the sub-Security Provider? \_\_\_\_\_

4 whether the Provider is an EME? 

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



**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of firm:

9.2 

---

VAT registration number

9.3 

---

Company registration number

9.4 **TYPE OF FIRM** ( Tick Applicable Box)

- Partnership/ Joint Venture/ Consortium
- One Person business/ sole propriety
- Close Corporation
- Company
- (Pty) Ltd
- Other : Specify \_\_\_\_\_

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

---

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.  
[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION:

Municipality where business is situated

---

Registered Account Number

---

Stand Number

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

---

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



The information furnished is true and correct;

- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the Security Provider may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or Provider, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audialterampartem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....

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

2. ....



**FORM J: DECLARATION OF LOCAL PRODUCTION AND CONTENT**

MBD 6.2

**MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

**1. General Conditions**

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

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

Where

- x is the imported content in Rand  
y is the bid price in Rand excluding value added tax (VAT)

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

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

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



**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

**3. Does any portion of the goods or services offered have any imported content?**

**(Tick applicable box)**

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

**3.1** If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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



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

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL) IN RESPECT OF BID NO. ELM 22/07/01**

**ISSUED BY: EMAKHAZENI LOCAL MUNICIPALITY**

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned... (full names), do hereby declare, in my capacity as

.....of.....  
(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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

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



## FORM K: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent ACCESS of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have ACCESSED the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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



### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of Business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;



- (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidder



**FORM L PROPOSED KEY PERSONNEL**

1.Position	
Name	
Years of experience	
Formal qualifications	
Professional Registration Category	
Professional Registration Number	
Currently employed by tenderer (y/n)?	
Signature	
2.Position	
Name	
Years of experience	
Formal qualifications	
Professional Registration Category	
Professional Registration Number	
Currently employed by tenderer (y/n)?	
Signature	
3.Position	
Name	
Years of experience	
Formal qualifications	
Professional Registration Category	
Professional Registration Number	
Currently employed by tenderer (y/n)?	
Signature	

Please attach CVs of the proposed key personnel.

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



**FORM M SCHEDULE OF INFRASTRUCTURE OF FIRM**

<b>Description</b> (No brand names - describe equipment)	<b>Size</b>	<b>Availability for the project</b>	<b>Ownership</b> (Fully owned/ Instalment purchase/ Leased/ Hired)
<b>OFFICE EQUIPMENTS COMPUTERS, PRINTERS &amp; OTHER RELEVANT EQUIPMENTS ECT.</b>			
<b>VEHICLES (INCLUDING REGISTRATION NUMBERS) AND OTHER WORK TOOLS</b>			

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







**Emkhazeni Local Municipality: Appointment of a service provider for the supply and delivery of covid-19 PPE as and when required for a period of 24 Months.  
ELM 22/07/01**

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



**FORM P DECLARATION OF TENDERER'S LITIGATION HISTORY**

**Note to tenderer:**

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

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

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



## FORM Q SCHEDULE OF CURRENT COMMITMENTS

**Notes to tenderer:**

1. The tenderer shall list below all projects with which the proposed key personnel (i.e. professionally registered) are currently involved.
2. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.

PROJECT	CLIENT	START DATE (M/Y)	DURATION (MONTHS)	VALUE OF SERVICE
---------	--------	------------------	-------------------	------------------

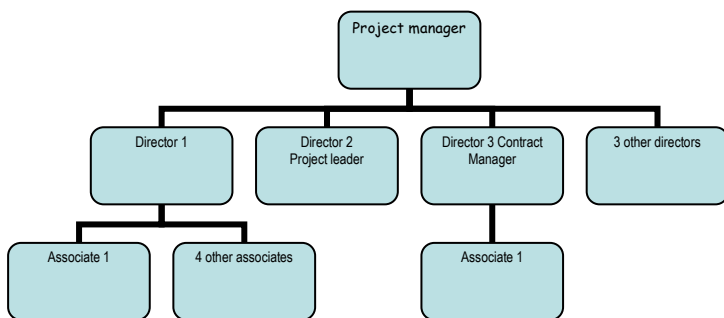




**FORM R TENDERER'S PROJECT STRUCTURE**

**Notes to tenderer:**

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



<b>Head Office:</b>	<i>State City/Town</i>
<b>Other Offices:</b>	<i>Only list number, localities not required</i>
<b>Registered</b>	
<b>Total Employees :</b>	
<b>%share in JV agreement</b>	

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



**FORM S FORM OF INDEMNITY**

**INDEMNITY**

Given by (Name of Company) \_\_\_\_\_  
of (registered address of Company) \_\_\_\_\_  
a company incorporated with limited liability according to the Company Laws of the Republic of South Africa  
(hereinafter called the Contractor), represented herein by (Name of Representative) \_\_\_\_\_  
\_\_\_\_\_ in his capacity as (Designation) \_\_\_\_\_  
of the Contractor, is duly authorized hereto by a resolution dated \_\_\_\_\_/20\_\_\_\_,  
to sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated \_\_\_\_\_/20\_\_\_\_, with the  
Emakhazeni Local Municipality who require this indemnity from the contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless  
the Emakhazeni Local Municipality in respect of all loss or damage that may be incurred or sustained by the  
Emakhazeni Local Municipality by reason of or in any way arising out of or caused by operations that may be  
carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims  
that may be made against the entity in consequence of such operations, by reason of or in any way arising out  
of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or  
other expenses that may be incurred by the entity in examining, resisting or settling any such claims; for the  
due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



## **AGREEMENT AND CONTRACT DATA**

**C1.1 Form of offer and acceptance**

**C1.2 Contract Data**



**C. 1.1 FORM OF OFFER AND ACCEPTANCE**

**PART 1: FORM OF OFFER**

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

**Appointment of a service provider for the supply and delivery of covid-19 PPE as and when required for a period of 24 Months**

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

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Service Provider 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 AMOUNT INCLUSIVE OF VALUE ADDED TAX IS

.....

..... Rand (in words); R ..... (In figures),

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Security Provider in the Conditions of Contract identified in the Contract Data.

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

Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

For the Tenderer: \_\_\_\_\_

\_\_\_\_\_  
 (Tenderer's address)

Name & Signature of Witness \_\_\_\_\_ Date \_\_\_\_\_



**Emakhazeni Local Municipality: Appointment of a service provider for the supply and delivery of covid-19 PPE as and when required for a period of 24 Months.**

**ELM 22/07/01**

**PART 2: ACCEPTANCE** *(To be completed by the Employer)*

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Provider the amount due in accordance with the, Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the, Contract that is the subject of this Agreement.

The terms of the contract, are contained in

- Part C1                      Agreements and Contract Data, (which includes this Agreement)
- Part C2                      Scope of work and Bill of quantities
- Part C3                      Pricing data

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 6 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be duly signed by the authorised 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 fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Provider) 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: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Capacity \_\_\_\_\_

For the Employer \_\_\_\_\_

(Name and address of organisation)

Name & Signature of Witness \_\_\_\_\_ Date \_\_\_\_\_



**C1.2 CONTRACT DATA**

The contract data of this contract are:

C1.2.1 Conditions of Contract, which comprise the

C2 Part Pricing Data

C1.2.2 Part 1: Data provided by the Employer,

C1.2.1 General Conditions of Contract

The EMAKHAZENI LOCAL MUNICIPALITY's Supply Chain Management Policy are applicable to this contract. However in case of any ambiguity, the EMAKHAZENI LOCAL MUNICIPALITY's Supply Chain Management Policy takes precedence.

**C1.2.2 Part 1: Data provided by the Employer**

<b>Clause</b>	<b>Data</b>
1.	<i>The Employer is the <b>EMAKHAZENI LOCAL MUNICIPALITY</b> The Employer's address for receipt of communications is: Telephone: 013 253 7600 Facsimile: 013 253 1889 Address: 25 Schepeers street, Belfast, 1100</i>
1.1.	<i>Written acceptance of the appointment letter is required not later than <b>three (3) days</b> from the date of the letter.</i>
1.2	<i>The Service Provider (i.e. Provider) may not release public or media statements or publish material related to the Services or Project under any circumstances.</i>
1.2.1	<i>The penalties will be indicated in the performance agreement that forms part of the appointment letter.</i>
1.2.2	<i>The notice of termination shall be seven (7) calendar days.</i>
1.2.3	<i>The Service Provider (i.e. Provider) is required to submit a detailed schedule for the execution of the project within three (3) days of acceptance of appointment. This detailed schedule must indicate the time-frames within which the different stages and activities, to be executed in connection with the project, will be completed. The approval by the Employer must be obtained for this program.</i>
1.2.4	<i>The Service Provider (i.e. Provider) shall update the programme if needed and submit the revised programme as stipulated.</i>
1.3	<i>The Service Provider on any matter, having properly referred in writing a request for a decision to the Employer's agent stipulated in the appointment letter, shall within 7 days escalate the matter to the Head of Department. The Service Provider on any matter, having properly referred in writing a request for a decision to the Head of Department letter, shall within 7 days escalate the matter to the Accounting Officer.</i>



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1.3.1	<i>The Employer's delegation of authority is stipulated in local government legislation, in the approved Council's resolution of Delegated Powers, the Supply Chain Management Policies, the Accounting Officer's issued Briefs and in the appointment letter.</i>
1.4	<i>The Service Provider shall receive instructions in writing only from the Employer or his designated representative.</i>
1.5	<i>The duties to be performed by Service Provider are to execute the above-mentioned activities for EMAKHAZENI LOCAL MUNICIPALITY.  Furthermore all work has to be done in terms of the particular documents of the EMAKHAZENI LOCAL MUNICIPALITY regarding the Occupational Health and Safety Act 1993.</i>
1.6	<i>The Service Provider (i.e. Provider) is required to obtain the Employer's prior approval in writing before taking any of the following actions:  1. Change any one of the approved personnel upon which the contract was awarded. 2. The issuing of cessions by the Service Provider (i.e. Provider) is expressly prohibited except if and when prior written approval of the EMAKHAZENI LOCAL MUNICIPALITY under the signature of the Municipal Manager for the issue of a cession has been requested and obtained.</i>
1.7	<i>On becoming aware of any matter which will materially change or has changed the Services, the Service Provider (i.e. Provider) shall within 7 Days thereof give notice to the Employer.</i>
1.8	<i>The Service Provider (i.e. Service Provider) has to commence immediately upon acceptance of the appointment.</i>
1.8.1	<i>The Service Provider (i.e. Service Provider) shall within 7 Days of becoming aware that a delay may occur or has occurred, notify the employer of his intention to make a request for the extension of the period of Performance to which he considers himself entitled and shall within 7 days after the delay ceases deliver to the Employer full and detailed particulars of the request. The Service Provider loses the right to claim by not adhering to these time frames.</i>
1.8.2	<i>The employer may terminate the Contract, over and above what is stipulated in the General Conditions of Contract, if the Service Provider (i.e. Service Provider) does not perform in accordance with the performance agreement that forms part of the appointment</i>
1.8.3	<i>The Employer shall give the Service Provider (i.e. Service Provider) not less than seven (7) Days written notice of any termination made in terms of 8.4.1.</i>



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1.9	<i>The Employer reserves the right not to appoint Service Provider (i.e. Service Provider) for 12 months from the date of termination whose contract was terminated due to non-performance.</i>
2	<i>Settlement of disputes is to be in terms of the Supply Chain Management Policy of the EMAKHAZENI LOCAL MUNICIPALITY.</i>
2.1	<i>Service providers will be paid within 30 calendar days from the date of receipt of correct invoice (as per the Employer's fee format and signed by the responsible person) by the Employer.</i>  <i>All payment claims must be submitted to the Finance Department of EMAKHAZENI LOCAL MUNICIPALITY's Offices, for the attention of the Employer's agent indicated in the appointment letter.</i>
3	<i>The additional conditions of contract are:</i> <i>1. The Service Provider 's (i.e. provider) appointment is subject to a performance agreement (that includes monitoring progress against the milestones contained in the approved programme and application of the conditions of contract)</i> <i>2. Failure to submit the letter of acceptance and/or the detailed schedule timeously will result in the appointment lapsing immediately.</i>
4	<i>The service provider must note that the contract will automatically be terminated once the covid-19 pandemic is over.</i>



## PART C2. SCOPE OF WORK AND BILLS OF QUANTITY

### **C2.1 Scope of work**

#### **2.1.1 Specifications**

Supply and Delivery of covid-19 PPE as and when required for a period of 24 Months.



**C2.2 BILL OF QUANTITY/PRICING SCHEDULE**

ITEM	DESCRIPTION	SIZES	QUANTITY	TOTAL (EXCL. VAT) R
1	Surgical Masks x 50 pieces		Box	
2	Coveralls	Medium	Each	
		Large	Each	
		Extra Large	Each	
3	Digital Thermometer-Temperature scanner		Each	
4	Sanitisers 5 litres – liquid 70% alcohol		Each	
5	Sanitisers 5 litres – Gel 70% alcohol		Each	
6	Office Disinfectant 5 litres 70% alcohol		Each	
7	Cloth Masks– 3 Layers (stretching cloth)		Each	
8	75% alcohol hand sanitizer wipes 12 Tubs of 100 (1200 wipes)		Each	
9	Surgical gloves		Box	
10	Sanitizer bottle sprays 500ml		Each	
<b>SUB – TOTAL</b>				R
<b>15% VAT</b>				R
<b>TOTAL (VAT INCL.)</b>				R



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## C.3 PRICING DATA

### C.3.1 PRICING INSTRUCTIONS

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



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- Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
- Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.

11. The Service Provider is to allocate a budget to each activity in the activity schedule.
12. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
13. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
14. The budget allocated to each activity and the total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
15. The Standard Professional Services, the Contract Data, the Specifications (including the Project Specifications) shall be read in conjunction with the Schedule of Activities.
16. The Schedule of Activities comprises items covering the Service Provider's profit and costs of general liabilities and includes costs of all services.

The amounts and rates to be inserted in the Schedule of Activities shall be the full inclusive amounts to the Client for the work described under the several *referred* to payment items. Such amounts shall cover all the costs and expenses that may be required in and for the professional services described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities, insurance and obligations set forth or implied in the documents on which the Bid is based.