

TENDER DOCUMENT



Project Name	Project Number
SUPPLY, DELIVERY AND INSTALLATION OF X 5 HIGH MAST LIGHTS AT WARD 2, WARD 6, WARD 8, WARD 17 AND WARD 19 ON BEHALF OF THE PORT ST JOHNS LOCAL MUNICIPALITY	Re - PSJLM-ENG-2022/23-06

Contact : Engineering and Planning Services

Tel : (047) 564 1207/8 Fax : (047) 564 1206

COMPANY NAME

**TENDER AMOUNT
IN WORDS (VAT
INCLUSIVE)**

THE TOTAL FULL PRICE OFFER INCLUDING VALUE ADDED TAX IS:

R_____ (In figures)

CONTACT PERSON

CONTACT NUMBER

EMAIL ADDRESS

CHAPTER 1: INVITATION TO BID**PART A
INVITATION TO BID****MBD 1****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)**

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					

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

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	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
	<input type="checkbox"/> No		<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]

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

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

DATE: _____

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

BY SUBMITTING THE BID THE BIDDER UNDERTAKES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING BUT NOT LIMITED TO THE RULES OUTLINED BELOW

- A bid not complying with the requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.
- “Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation and regulations, in terms of which provision is made for this policy.
- In this document and other documents referred to but not attached, the following words are synonymous with each other.
 - a. CLIENT, EMPLOYER, PORT ST JOHNS LOCAL MUNICIPALITY, MUNICIPALITY
 - b. BID, TENDER AND VARIATIONS THEREOF
 - c. JOINT VENTURE / CONSORTIUM
 - d. TENDERER, BIDDER, CONTRACTOR

1. FULL DESCRIPTION OF THE TENDER

1.1 Port St Johns Local municipality would like to appoint a competent service provider registered on the national Central Supplier Database, for the **SUPPLY, SUPPLY, DELIVERY AND INSTALLATION OF X 5 HIGH MAST LIGHTS AT WARD 2, WARD 6, WARD 8, WARD 17 AND WARD 19 ON BEHALF OF THE PORT ST JOHNS LOCAL MUNICIPALITY**

2. RULES FOR BIDDING

BY SUBMITTING THE BID THE BIDDER UNDERTAKES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING BUT NOT LIMITED TO THE FOLLOWING RULES:

1The appointed service provider is not allowed to subcontract.

2.1 Only locally produced or locally manufactured high mast lights with a stipulated minimum threshold for local production and content will be considered.

2.2 The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.

2.3 All Bidders submitting bids as part of a consortium or joint venture must submit separate central supplier database reports per each company.

2.4 Bidders may ask for clarification on these bid documents or any part thereof up to close of business week before the deadline for the submission of the bids.

2.5 The municipality reserves the right to return late bid submission unopened.

2.6 Bidders may not contact the municipality on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.

2.7 Bidders must attach proof of parties involved in the joint venture.

2.8 The Bid document must be properly signed by a party having the authority to do so, according to the example of "Authority or Signatory"

2.9 Bidders will be disqualified if Municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality or municipal entity, are in arrears.

2.10 Bidders will be disqualified if:

2.10.1 Any bidders who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after a reasonable written notice

was given to that bidder that performance was unsatisfactory or appears on the register / database of defaulters.

2.10.2 they are bankrupt or being wound up, are having their affairs administered by the courts,

2.10.3 Have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

2.10.4 Are guilty of misrepresentation in supplying the information required in the document as a condition of participation in the procurement procedure or fail to supply this information;

2.1 The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –

2.1.1 Who is in the service of the state, or;

2.1.2 If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;

2.1.3 Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest?

2.2 Bid offers will be rejected if the bidder or any of his/ her directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector and all bids would be subjected to vetting.

2.3 It must be noted that Port St Johns Local Municipality has the sole right to either subtract or add vehicle features subsequent to an agreement with the winning service provider/tenderer from time to time!

2.4 Failure by the bidder to disclose with the bid submission any form of conflict of interest including disclosure on a person(s) who is in the service of the state or any immediate blood relative in the service of the state will lead to disqualification.

2.5 Bids received by telegram, fax or e-mail will not be considered. Late bids shall neither be accepted nor considered.

- 2.6 The municipality is not liable for any documents delivered via courier companies and by post. No official is going to sign the receipt of the tender document.
- 2.7 Tender documents must be submitted in a sealed envelope clearly marked with the project name and number.
- 2.8 Fully completed and signed tender documents must be deposited into the tender box located at Town Hall Building, at the Reception Area.



SUPPLY, DELIVERY AND INSTALLATION OF X 5 HIGH MAST LIGHTS AT WARD 2, WARD 6, WARD 8, WARD 17 AND WARD 19 ON BEHALF OF THE PORT ST JOHNS LOCAL MUNICIPALITY

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T1.1 BID NOTICE AND INVITATION TO BID

INVITATION TO BID FOR HIGHMAST LIGHTS

Bid Number	Project Name	CIDB Grading	Compulsory Briefing and proceed to Site Inspection	Bid closing date
Re - PSJLM-INEP-2022/23 – 06	Supply, delivery and Installation of 5 High mast lights at Ward 2, 6, 8, 17, 19	4EP or Higher	Date: 10 – 11 - 2022 Venue: PSJ Town hall Time: 09:00am	17 – 11 - 2022

Bid Documents containing details and requirements of these projects will be available from **03 November 2022** at Port St. Johns Municipal **Finance offices**, upon payment of a **non-refundable fee of R425.00** per document (either in cash or by means of EFT made payable to Port St Johns Municipality). Municipal banking details are obtainable at Revenue Office. **Tender Documents will also be uploaded on eTenders website www.etenders.gov.za** and can be downloaded for free.

Completed proposal and supporting documentation must be placed in a **sealed envelope** clearly marked on the outside of the envelope with bid details of project it is meant for, **e.g: Re - PSJLM-INEP-2022/23 – 06, Supply, delivery and Installation of 5 High mast lights at Ward 2, 6, 8, 17, 19 (failure to adhere to the requirement will lead to disqualification)**

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

All SCM related enquiries shall be directed to Mrs N. Baleni - Gxumisa within normal office hours at 078 890 4517 or nbaleni83@gmail.com, Technical Enquiries shall be directed to Mr Kwape on 082 798 5785 or thabokwape@yahoo.com and Mr Obose on 072 703 8379 or engineering@psjmunicipality.gov.za

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

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

Price : 80 Points

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

TOTAL : 100 Points

BIDDERS MUST SUBMIT THE FOLLOWING:

- Service Providers must be registered on CSD and submit a detailed CSD report.

- **Bidders must complete and sign MBD 6.2 & Annexures C, D, E to declare Local Content production for designated sectors.**
- Bidders must be registered on CIDB with 4EP or higher grade and provide CRS Number
- Attach valid Current Rates clearance statement of Company or Its Directors which is not older than 90 days arrears obtained from your respective Municipality or attach a valid signed lease agreement by both Lessor and Lessee. If exempted, please attach letter of exemption from your respective Municipality's revenue office as proof that the bidder or its directors as per the Municipality's valuation roll does not own any property that is not older than 90 days, letter must be signed by BTO department representative and have original stamp from BTO department.
- Compliance Tax Pin for verification on SARS
- A certified copy of B-BBEE certificate and for joint ventures B-BBEE must be combined and certified, B-BBEE certificate must be SANAS approved or a signed Sworn Affidavit with original stamp from Commission of Oath not later than 90 days from the date of certification.
- For JV Bidders must attach a combined valid SANAS approved B-BBEE certificate.
- Current audited three year's Full financial statements prepared by Accredited Accountants and must be signed by Accountant and Service Provider.
- All other information is contained on the Tender Document, any other information to support the project must be provided.
- In the case of a Joint Venture, a detailed Joint Venture Agreement must be signed by both parties' directors or as per company resolution and submitted indicating the level of involvement and responsibilities of each Joint Venture partner must be submitted. Individual partners are to comply and submit all relevant documents.
- Company must submit a resolution letter, it must be on the letterhead of the company and must have stamp of the company.
- Failure to comply /complete the tender document and all the supplementary information will result in bidder being deemed non-responsive.
- Late, telegraphic, facsimile, incomplete or unsigned Bids will not be considered.
- Bidders will be assessed on Functionality and Price in accordance with the Municipality Supply Chain Management Policy and in terms of Preferential Policy Framework Act, 2000 (Act No.5 of 2000) as explained above.
- Proposals are to hold good for a period of 90 days (validity of bid) from the date of bids closing.
- If communication is not received from Port St Johns Municipality within 90 days of the bid consider your Bid as non-responsive.

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

ISSUED BY:

MR E. MZAYIYA

ACTING MUNICIPAL MANAGER

T1.2 BID DATA

The **Standard Conditions of Bid** makes several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

Clause number	Data
F.1.1 ACTIONS	The Employer is: The Municipal Manager Port St Johns Local Municipality 257 Main Street Port St Johns 5120
F.1.4 COMMUNICATION AND EMPLOYER'S AGENT	The Employer's Agent is: Name: Port St Johns Local Municipality Address: 257 Main Street Tel: 047 564 1207/8
F.2.1 ELIGIBILITY	Companies that fit all the requirements of this bid as specified.
F.2.12 ALTERNATIVE TENDER OFFERS	<i>No alternative bid is to be accepted!</i>
F.2.13.2 SUBMITTING A TENDER OFFER	The <u>whole original</u> bid document, as issued by the Municipality , shall be submitted. No copies will be accepted. Bids may only be submitted on the Bid documentation issued by the municipality
F.2.14 CLOSING DATE & TIME	DATE: 17/11/2021 TIME : 11H00 It is the responsibility of the tenderer to ensure that their tender is complete and reaches the correct address by the designated deadline. Late, faxed or e-mailed tenders will not be considered.
F.2.15 TENDER OFFER VALIDITY	1. The employer will have up to 90 days (working days) from the closing date within which to consider submitted bids. 2. The successful bidder will have up to 5 days to respond to the service offer.

Clause number	Data
<p>F.1.10</p> <p>CERTIFICATES AND ATTACHMENTS</p>	<p>The bidder is required to attach the following Valid documents to the tender Document:</p> <ul style="list-style-type: none"> (a) Service provider must be registered on CSD and submit a detailed CSD report or CSD supplier Number. (b) Must attach CIDB CRS Number. (c) Valid rates clearance statement which is not older than 90 days obtained from your respective municipality or a lease agreement signed by both parties. if exempted please attach letter of exemption from your respective municipality's revenue office as proof that the bidder as per the municipality's valuation roll does not own any property which is not later than 90 days. (d) Compliance Tax pin for verification on SARS (e) A certified copy B-BBEE certificate for joint ventures B-BBEE Must be combined and certified, B-BBEE Certificate must be SANAS approved or a signed sworn affidavit with original stamp from commission of oath not older than 3 months. (f) Attach Latest full financial statements prepare by Accredited Accountants which is registered with relevant accounting body and must be signed by accountant and service provider (g) Any other information to support the project must be provided (h) All other information is contained on the tender document (i) In the case of a joint venture, each company must attach each document for each company a detailed CIDB compliant joint venture agreement must be submitted indicating the level of involvement and responsibilities of each joint venture partner must be submitted. individual partners are to comply and submit all relevant documents (j) Failure to comply / complete the tender document and all the supplementary information will result in bidder being deemed non-responsive. (k) Late, telegraphic, facsimile, incomplete or unsigned bods will not be considered. (l) Bidders will be assessed on functionality and price in accordance with the municipality Supply Chain Management Policy and in terms of Preferential Policy Framework Act 2000(Act No.5 of 2000) as explained above. (m) Proposal are to hold good for a period of 90 days (validity of bid) from the date of bids closing. (n) If communication is not received from Port St Johns Municipality within 90 days of the bid, consider your bid as non- responsive. (o) For electrification Projects Bidders must attach and Sign MBD6.2 and ANNEXURE C, D, E (p) Joint venture/consortium agreements (if applicable);

F.1.11 OPENING OF BID SUBMISSIONS	<p>The time and location for opening of the bid offers: Immediately after the closing time 11H00 on the closing date 17/11/2022</p> <p>Location of Tender Box : Port St Johns Local Municipality- Town Hall. 257 Main Street; Port ST Johns, 5120</p> <p>Any bid received after the deadline for submission of bids prescribed, will be rejected and/or remain unopened.</p>
F.1.12 TWO-ENVELOPE SYSTEM	A two-envelope procedure will not be followed.
F.1.12 ARITHMETICAL ERRORS	<p>a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.</p> <p>b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, <u>the rate shall govern and the line item total shall be corrected.</u></p>
	<p>c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals.</p> <p>Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.</p>
F.1.13 EVALUATION OF BID OFFERS	<p>The preference procedure for evaluation of responsive bid offers shall be the 80/20 point preference system.</p> <ul style="list-style-type: none"> - where 80 points will be allocated in respect of price - 20 points will be allocated towards targeted goals - Note: All bids will be evaluated for functionality before the evaluation on 80/20 point system
F.1.14 ACCEPTANCE OF BID OFFER	Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the required bid conditions as detailed in this bid document, shall not be considered and shall automatically be rejected.
F.1.15 PROVIDE COPIES OF THE CONTRACTS	The number of paper copies of the signed contract to be provided by Port St Johns Municipality is one .

<p>ADDITIONAL CONDITIONS APPLICABLE TO THIS BID</p>	<p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> 1 The Employer may also request that the bidder provide written evidence on the adequacy of financial, labour and other resources for carrying out the contract. 2 The Employer 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 bidder. The bidder shall provide all reasonable assistance in such investigations. 3 The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity. 4 The bid document shall be submitted as a whole and shall not be submitted in parts. 5 List of returnable documents (PART T2) must be completed in full. (i.e.: A bidder's company profile will not be used by the PSJLM to complete PART T2 on behalf of the bidder) <p>NB: If PART T2 is not completed in full by the bidder, the offer will be rejected.</p>
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Bid Data in detail F.1 Standard Conditions of the Bid

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly with openness and transparency.

F.1.2 Tender Documents

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

F.1.3 Interpretation

F.1.3.1. the tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2. these conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling of expressions of interest, the following definitions apply:

a) Comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration

b) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

c) Fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not, subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of three months.

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

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

It is a term of this bid that the employer is indemnified from any liability arising or accruing from expenses or damages or losses incurred by the bidder including in the event the employer opts to cancel or discontinue the bidding process of this tender.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential. All responses to this invitation to tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except in so far as is specifically required for the consideration and evaluation of the response or as may be required under law.

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing date stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is required to seek adequate cover for covering liability that may ensue while delivering vehicles to the employer.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes, Value Added Tax (VAT), and other levies payable to the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

F.2.10.2 Provide rates and prices that are fixed for the duration of the contract, payable after delivery of the vehicles, subject to inspection by the Employer. F.2.10.3 State the rates and prices in South African Rand.

F.2.10.4 The municipality has limited resources and bids must be competitive, with market related pricing, as this will be one of the deciding factors in the final award of the contract.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid or TIPPEX are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements of the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English.

F.2.13.4 Sign the original copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state; which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original package marking the package as "ORIGINAL"

F.2.13.6 Seal the original tender offer package in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.7 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, will be regarded by the employer as non-responsive.

F.2.15 Closing Time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, facsimile or e-mail.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender Offer Validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both).

No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings**F.3.1 Respond to clarification**

Respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven (7) days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon a formal request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a. Complies with the requirements of these Conditions of Tender,
- b. Has been properly and fully completed and signed, and
- c. Is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a. Detrimentially affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b. Change the Employer's or the tenderer's risks and responsibilities under the contract,

- c. Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

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

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his/ her arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

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

F.3.11 EVALUATION METHODOLOGY

- In addition to all items highlighted under Page 2 titled **“Very Important Notice on Disqualifications”**, the tenders will be evaluated in terms of the Municipality Supply Chain Management policy, Preferential Procurement Framework Act (Act 5 of 2000) and its regulations as enacted in 2001.
- Tenders will be evaluated using the 80/20 points allocation system. The total points out of a possible maximum of 100 will be calculated using various formulae to calculate price as well as for preferential procurement.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his/her tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, the employer will publicise a list of successful bidders on the municipal website

F.3.14 Municipality's right to accept or reject any or all Bids

The municipality reserves the right to:

- Accept or reject any bid;
- Annul the tender process and reject all bids at any time prior to contract award;
- Award the contract to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders.
- Accept one or more bids submissions.
- Reject all bids submitted.
- Request further information from any bidder after the closing date.
- Cancel this bid or any part thereof any time, or
- Award this bid or any part thereof to any one or more bidders.
- Vary the site or number of sites and/or guards due to operational or budgetary requirements.

F.3.15. Prepare contract documents

Revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

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

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance within fourteen (14) days after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Provide copies of the contracts

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

4. List of attachments required for Evaluation Purposes

The bidder is required to attach the following **valid documents** to the tender Document:

- a) The recent up-to-date central supplier data (CSD) registration report detailing all compliance requirements; [Last verified between the **advert date** and the **closing date**];
- b) The Master registration number or Tax compliance status pin (or valid copy of tax clearance certificate).
- c) Copy of up to date municipal rates and service charges statement (not in arrears for more than three months), if renting a lease agreement and owner's copy of up to date municipal rates and service charges (not in arrears for more than three months). If the bidder is operating where municipal rates are not applicable, a copy proof of residence from the traditional authority must be submitted (Not older than three months).
- d) CIDB Grading of 4EP or Higher
- e) Occupational Health and Safety letter issued by the Department of Labour Republic of South Africa in respect to the Electrical Installation Regulation Registration 6(4).
- f) Letter of Good Standing issued by the Department of Labour in respect to the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (as amended).
- g) Joint venture/consortium agreements (if applicable);
- h) Submit the above documents (a to f) for each company if bidding as a joint venture;

TENDER SPECIFICATIONS

1. FULL DESCRIPTION OF THE TENDER

Port St Johns Local municipality would like to appoint a competent service provider registered on the national Central Supplier Database for the **PROJECT NAME: SUPPLY, DELIVERY AND INSTALLATION OF X5 HIGH MAST LIGHTS AT WARD 2, WARD 6, WARD 8, WARD 17 AND WARD 19 ON BEHALF OF THE PORT ST JOHNS LOCAL MUNICIPALITY**

Note: Unless otherwise specified, the material shall be in accordance with the specifications listed in the Bill of Quantity.

1 1.1 Work Specification

Notes:

- a) All works should be in accordance with the relevant specified specification (WIRING CODE SANS 0225)
- b) All labour cost shall be included in the quoted rate.
- c) High-mast light shall be operated and maintained in the horizontal position by means of a mechanical winch.

2 1.2 Preliminaries

- a) The specific contractor shall supply, deliver and install all relevant electrical apparatus in accordance with the specified wiring code.
- b) All lighting structure must comply with ISO 9001-2000 and SANS Approved and or SABS Compliant.

3 1.3 Final site inspection

All installed high masts will be inspected by a municipal official to authorize and sign off the installation documentation.

4 1.4 Payment Processes

The final invoice will be presented to the municipality with a detail report containing all the communication from the municipality and including clients, supporting documentation indicating that the high masts were installed in accordance with the Municipality's expectation. Failure to provide this information will result in non-payment.

PART PRICING DATA

5 PRICING INSTRUCTIONS

1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.

2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Company submitted on such a basis. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.

4 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the and shall cover

5 The costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.

6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.

7 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the stated rates shall apply should work under these items actually be required.

Should the Bidder group a number of items together and bid one sum for such group of items, the single stated sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil. The stated rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract. Rates quoted are fixed and quoted in ZAR currency; and shall not in any way be affected by rand/dollar exchange rate or any currency.

8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

9 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

- | | | |
|----------|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unit | : | The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications |
| Quantity | : | The number of units of work for each item |
| Rate | : | The payment per unit of work at which the Bidder bids to do the work. Should be quoted in ZAR currency only |
| Amount | : | The quantity of an item multiplied by the bid rate of the (same) item. Should be quoted in ZAR currency only |
| Sum | : | An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units. Should be quoted in ZAR currency only |

10 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

No = No

% = Percentage
Prov Sum = Provisional Sum

FUNCTIONALITY

Evaluation on local content and functionality

Stage 1: Evaluation on local content

- Attach only local produced or local manufacture for High Mast Lights with a stipulated minimum threshold for local production and content.

Pre-requisite:

- Bidder must attach letter from the manufacture in regard to the local production and content.
- Bidder must attach Occupational Health and Safety letter issued by Department of Labour in respect with Electrical Installation Regulation Registration 6 (4).
- Bidder must attach valid letter of good standing issued by the Department of Labour in respect to the Compensation for Occupational Injuries and Disease Act no.130 of 1993 as (amended).

NB: Letters must be signed and be in a letterhead of the organization and be commissioned not older than 3 months, If exempted attach authorization letter from DTI)

(Failure to attach the required pre-requisite will lead the bidder to be disqualified.)

Bidders are required to complete the form of offer and acceptance

Under local content stage of evaluation, the following should be completed and duly signed, bidders must meet the minimum threshold of local content as required by the national treasury for street lighting steel poles (high mast lights).

- MBD 6.2
- Annexures C, D, E
- Authorization/Exemption letter by the DTI (where applicable)

Local Content formula

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

Where

X is the imported content in Rand

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

6 Stage 2: Evaluation on functionality

Functionality Assessment

Maximum functionality points = 60 Bidders need to score a minimum of 50 points in order to be evaluated further for Price Assessment

Methodology	Points Allocated	Maximum Points
<p>A Detailed plan for the implementation of the entire project will be required which will full outline the below activities:</p> <ol style="list-style-type: none"> 1. All the procedures to be followed for the implementation, supply and delivery. 2. Key milestones. 3. Duration of each milestone. 4. Project definition document. <p>Note: The above items will assist the municipality to access feasibility of the proposed solution points will be provided for the plan as it may form part of the Service level Agreement.</p>		
<p><u>Company's Experience.</u></p> <p>Attach at least a maximum of four (4) appointment letters & completion certificates (not orders) <u>specifically</u> for the design/installation of high mast lights projects within the municipal environment or any organ of state of value greater than R 3 million</p> <p>Attach Completion letters or recommendation letter must state the Project description, Duration of the Project and the Bid Number which must be the same as the one showing on the Appointment letter and it must be certified with original stamp not older than 3 months from date of certification. Appointment letters stating the same description, Amount and Bid number as per the Recommendation letter. (In order to attain points)</p> <p>Note: The certificate of completion or recommendation letter must be on a letterhead of the client, must be addressed to the contractor who was awarded the contract and must include the tender/service order number and contract amount and the Duration of the Contract. The Letter of Completion must be signed and dated by an official from the client.</p> <p>NB – Kindly note that completion letters may be verified from the clients.</p> <p>Awarded contingent upon the assessed level of risk involved.</p>	<p>(05 points per project)</p>	<p>20 Points</p>
<p><u>Personnel Experience: Attach CV and certified certificates.</u></p>		<p>25 Points</p>

<p>Project Manager with proven experience at least a minimum of ten (10) year experience in the Electrical works projects with a bachelor degree in Electrical Engineering and National Diploma in Project Management. Project Manager must be employed by the bidding company and must have experience with Electrical Work</p> <p>Site OHS (Safety Officer) SAMTRAC Qualification with proven at least five (5) years' experience in Electrical environment of any organ of the State. Five (5) maximum points will be allocated.</p> <p>Site Operational Supervisor with proven at least five (5) years' experience in Electrical environment with an Electrical qualification and Electrical trade. Eight (8) maximum points will be allocated.</p> <p>NB - Bidders take note in order to be awarded points CV and qualifications must be both attached.</p>	<p>12 points</p> <p>05 points</p> <p>08 points</p>	
<p>Company Plant and Equipment's registration certificates log book and valid licensing disk must be of the same vehicle or plant should be attached, if hired a letter of Intent must be attached and be commissioned not older than 3 months with logbook and valid registration from where the plant hired and must be on the letter head of the company intending to use and the stamp of the company.</p> <p>(a) Attach One (1) Crane truck (attach logbook with Enatis valid registration with log book combined to attain points)</p> <p>(b) Two (2) LDV bakkies (Attach logbook with Enatis valid licensing disk registration with book combined to attain points)</p>	<p>10 points</p> <p>05 (2.5 points each)</p>	<p>15 Points</p>
	<p>TOTAL POINTS</p>	<p>60</p>

CIDB required is 4 EP

Bidders must take note of the following bid conditions:

1. Attach Compliant Pin to be verified on SARS website.
2. Contractors must be register on CIDB with 4EP or higher

3. In the case of a Joint Venture, a detailed Joint Venture Agreement must be signed and submitted indicating the level of involvement and responsibilities of each Joint Venture partner must be submitted. Individual partners are to comply and submit all relevant documents and must be signed by all related parties.
4. Failure to completely fill in the tender or MBD e.g. Form of Offer, declaration of interest will result in a tender deemed non-responsive.
5. Failure to submit and complete or supplementary information will result in the tender being null, void and non-responsive.
6. Attach company resolution letter for JV, it must be signed by both partners
7. Attach valid letter of Good standing from Department of Labour.
8. Failure to attach the requirements as per the Specification will invalidate your offer
9. Failure to submit an original certified copy of SANAS approved BBBEE Certificate OR a signed sworn affidavit with original stamp from Commission of Oath and original signature of deponent will result in a bidder losing points allocated for BBBEE.
10. For JV Bidders must attach certified combined valid SANAS approved B-BBBEE certificate failure to attach will result to bid losing points.
11. Attach Rates clearance statement of a Company or its Directors which is not older than 90 days obtained from your respective Municipality or a valid signed lease agreement by both parties Lessor and Lessee. If exempted, please attach letter of exemption from your respective Municipality's revenue office as proof that the bidder as per the Municipality's valuation roll does not own any property which is not older than 3 Months, the letter must be signed and originally stamped by the office of the BTO representative.
12. Attach audited valid current three years financial statements for all bids with CIDB grading above 3 CE, applicable to Joint Ventures as well. Financial Statements must be signed by all related parties – director or accountant.

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

Bidders must further note that:

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

1.PERFORMANCE MANAGEMENT CRITERIA

- Duration of the Projects is 6 months

2. VALIDITY PERIOD REQUIREMENT

- 90 days validity

3. SPECIAL CONDITIONS OF CONTRACT

- Local Content production - MBD 6.2 and its annexures C, D, E

4. PROJECT MANAGEMENT

- The Service Provider will work very closely with the Port St Johns Local Engineering Services Staff

5. PROJECT TIME-FRAME

- Duration of the Project is 6 Months

6. PREFERENTIAL EVALUATION FOR CRITERIA

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

7. INSTRUCTIONS TO BIDDERS

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

8. SUBMISSION REQUIREMENTS AND SELECTION CRATERIA

9. Bidders are required to submit the following documents (copies must be certified):

- **Attach Valid SARS Pin**
- **Attach Original BBBEE Certificate or attach copy of the certified BBBEE or Original Certified DTI Sworn Affidavit (Bidders will attain zero points for BBBEE who failed to submit)**
- **Bidders must attach their CIDB CRS NO.**
- **Bidders must attach VALID 3 years latest Full Financial Statements signed by both (Company director and Accountant)**

10. Invalid or non-submission of the documents listed above will lead to the disqualification

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

11. SERVICES TO BE PROVIDED

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

12. PARTICIPATING

12.1 Participation in this bid is open to everyone.

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

13. VARIANT SOLUTIONS

- 13.1 Any variant solutions will not be taken into consideration.

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

14. ADDITIONAL INFORMATION BEFORE THE DEADLINE FOR SUBMISSION OF BIDDERS

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

14.2 Bidders may submit questions in writing to the following address For Technical Enquires Mr obose or Mr Kwape to cebo.obose@gmail.com or thabokwape@yahoo.com and SCM Enquires be directed to Ms N Baleni at nbaleni83@gmail.com up to 7 days before the deadlines for submission of bids, specifying the **publication reference** and the **bid title**.

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

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

15. SUBMISSION OF BID

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

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

The envelope should carry the following information:

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

16. ALTERATIONS OR WITHDRAWAL OF BIDS

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

17. COSTS FOR PREPARING BIDS

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

18. OWNERSHIP OF BIDS

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

19 CONFIDENTIALITY

- 19.1 The entire evaluation procedure, from the drawing up of the shortlist to the signature of the contract, is confidential. The Evaluation / Adjudication Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation / Adjudication Committee are bound to secrecy.
- 19.2 The evaluation reports and written records, in particular, are for official use only and may not be communicated to neither the bidders nor to any party other than the Contracting Authority.

20. ETHICS CLAUSES

- 20.1 Any attempt by a bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation / Adjudication Committee or the Contracting Authority during the process of examining, clarifying, evaluating, comparing and adjudication bid will lead to the rejection of its bid and may result in administrative penalties.
- 20.2 The bidder must not be affected by any potential conflict of interest.
- 20.3 The Port St Johns Local Municipality reserves the right to suspend or cancel funding to this project if corrupt practices of any kind are discovered at any stage of the award process or during the implementation of a contract, if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.
- 20.4 Bids will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.
- 20.5 Failure to comply with one or more of the ethics clauses may result in the exclusion of the bidder or contractor from other Community contracts and in penalties.

21. DOCUMENTARY EVIDENCE REQUIRED FROM THE SUCCESSFUL BIDDER

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

22 SIGNATURE OF CONTRACT (S)

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

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

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

23. CANCELLATION OF THE BIDS PROCEDURE

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

24. CANCELATION MAY OCCUR WHEN:

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

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

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

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

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

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

NB: **Calculation of Points for Price** (P_s)

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

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

Where P_s = points scored for price by tender under consideration

P_{\min} = price of lowest acceptable tender

P_t = price of tender under consideration

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

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

B-BBEE Points will allocate as follows

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



PROJECT NAME: SUPPLY, DELIVERY AND INSTALLATION OF X 5 HIGH MAST LIGHTS AT WARD 2, WARD 6, WARD 8, WARD 17 AND WARD 19 ON BEHALF OF THE PORT ST JOHNS LOCAL MUNICIPALITY
ART T2 LIST OF RETURNABLE DOCUMENTS

The bidder must complete the following returnable documents.

- T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID
EVALUATION PURPOSES
- T2.2 OTHER DOCUMENTS REQUIRED FOR BID
EVALUATION PURPOSES
- T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED
IN THE CONTRACT.....
- T2.4 OTHER DOCUMENTS THAT WILL BE INCLUDED IN
THE CONTRACT

NOTE:

Although the documents under Part T2 is headed “Returnable Documents” in line with the CIDB model, these are not the only documents to be returned together with the bid. **All** the documents indicated on Part T1 must be completed and signed where applicable and submitted as a **complete set of documents**.

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

FORM 2.1.1: SIZE OF ENTERPRISE AND CURRENT WORKLOAD

FORM 2.1.2: CERTIFICATE OF AUTHORITY FOR JOINT VENTURE (WHERE APPLICABLE)

FORM 2.1.3: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

FORM 2.1.5: FINANCIAL REFERENCES

FORM 2.1.6: DETAILS OF ALTERNATIVE BIDS SUBMITTED

FORM 2.1.7: AMENDMENTS & QUALIFICATIONS BY BIDDER

[PLEASE NOTE: IT IS COMPULSORY FOR ALL FORMS TO BE COMPLETED. WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE. ANNEX SIGNATURE EVEN IF YOU WROTE N/A]

FORM 2.1.1 SIZE OF ENTERPRISE AND CURRENT WORKLOAD

[please attach Annual report for the Previous financial year]

- a) Total Turnover in the previous financial year? R_____ b)
c) Estimated turnover for current financial year? R_____

List your current contracts (IF ANY) and obligations [maximum]:

Description	Location	Value (R)	Start date	Duration	Expected completed date

FORM 2.1.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURE [WRITE N/A IF NOT APPLICABLE]

PLEASE ATTACHED A CERTIFIED COPY OF THE CERTIFICATE

FORM 2.1.3 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER
[N.B. COMPULSORY: TO BE USED FOR EVALUATION PURPOSES]

Provide the following information on **relevant previous experience**. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

Give a minimum of two (2) names and telephone numbers and e-mail address per reference. Please provide latest contact details.

CLIENT NAME AND PLACE WHERE PROJECT WAS IMPLEMENTED	TEL NO & EMAIL ADDRESS	DESCRIPTION OF WORK	CONTRACT VALUE (R)	DURATION CONTRACT PERIOD
	_____ _____			
	_____ _____			
	_____ _____			

CLIENT NAME AND PLACE WHERE PROJECT WAS IMPLEMENTED	TEL NO & EMAIL ADDRESS	DESCRIPTION OF WORK	CONTRACT VALUE (R)	DURATION CONTRACT PERIOD
	<hr/> <hr/>			
	<hr/> <hr/>			
	<hr/> <hr/>			

CLIENT NAME AND PLACE WHERE PROJECT WAS IMPLEMENTED	TEL NO & EMAIL ADDRESS	DESCRIPTION OF WORK	CONTRACT VALUE (R)	DURATION CONTRACT PERIOD
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CLIENT NAME AND PLACE WHERE PROJECT WAS IMPLEMENTED	TEL NO & EMAIL ADDRESS	DESCRIPTION OF WORK	CONTRACT VALUE (R)	DURATION CONTRACT PERIOD
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CLIENT NAME AND PLACE WHERE PROJECT WAS IMPLEMENTED	TEL NO & EMAIL ADDRESS	DESCRIPTION OF WORK	CONTRACT VALUE (R)	DURATION CONTRACT PERIOD
	<div></div> <div></div> <div></div>			
	<div></div> <div></div> <div></div>			
	<div></div> <div></div> <div></div>			

4 SCHEDULE OF PROPOSED SUB-CONTRACTORS

[IF NOT WRITE N/A ACROSS THE TABLE]

Provide details on all sub-contractors you intend utilising for this contract

Type of work to be used for	a % of contract	Name of subcontractor	b % HDI ownership	c = a x b Total contribution to HDI ownership
Total % of contract subcontracted		Total contribution of HDI ownership:		

5 FINANCIAL REFERENCES

FINANCIAL STATEMENTS (delete which is not applicable)

I/We _____ (name of authorized representative

Confirm that we have attached a copy of the latest financial statements together with my/our Directors' and Auditors' report.

DETAILS OF BIDDING ENTITY'S BANK

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/ We hereby authorise the Employer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name & code	
Street address	
Bank Telephone number	()
Account number	
Type of account, (i.e. cheque account)	

Attach Bank letter with Company Bank Rating

6 DETAILS OF ALTERNATIVE BIDS SUBMITTED
[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]

See condition of bid.

DESCRIPTION

FORM 2.1.7 AMENDMENTS AND QUALIFICATIONS BY BIDDER
[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]

See condition of bid

Attach additional information on a separate sheets and initial all of them

PAGE	DESCRIPTION



PROJECT NAME: SUPPLY, DELIVERY AND INSTALLATION OF X5 HIGH MAST LIGHTS AT WARD 2, WARD 6, WARD 8, WARD 17 AND WARD 19 ON BEHALF OF THE PORT ST JOHNS LOCAL MUNICIPALITY

T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

FORM 2.2.1 DECLARATION

FORM 2.2.2 DECLARATION OF INTEREST

FORM 2.2.3 MBD 9

FORM 2.2.4 MBD 6.2 and ANNEX C

FORM 2.2.1 DECLARATION:

I/ We, the undersigned:

- (a) Bid to provide to PORT ST JOHNSLOCAL MUNICIPALITY (PSJLM) with 5x High Mast Lights described both in this and the other Schedules to this Contract to which I shall annex my signature;
- (b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding execution of duties;
- (c) Further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; and C3", attached hereto, should this bid be accepted;
- (d) Confirm that this bid may only be accepted by Port St Johns Local Municipality by way of a duly authorised Letter of Acceptance within fourteen (14) days from the date of appointment;
- (e) Declare that we are fully acquainted with the Bid document and Schedules and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- (f) Declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between MLM and the undersigned;
- (g) Certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown;
- (h) Acknowledge that the information furnished is true and correct;
- (i) Accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of MLM that the claims are correct. If the claims are found to be inflated, MLM may in addition to any other remedy it may have, recover from the company or me all costs, losses or damages incurred or sustained by MLM as a result of the award of the contract and/or cancel the contract and claim any damages which MLM may suffer by having to make less favourable arrangements after such cancellation;
- (j) Declare that no municipal rates and taxes or municipal service charges owed by the bidding company or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears; and
- (k) Declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was not satisfactory.

[PLEASE SIGN ON BEHALF OF THE BIDDER]

Signed at _____ **on this** _____ **day of** _____ **20** _____

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

As witness: _____

FORM 2.2.2 DECLARATION OF INTEREST

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

Full Name: _____

Identity Number: _____

Tax Number: _____

VAT Number: _____

3.1 Are you presently in the service of the state[□] YES / NO _____

[□] SCM Regulations: "in the service of the state"

means to be – (a) a member of –

- (i) any municipal Council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

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

If yes, furnish particulars _____

3.2 Have you been in the service of the state for the past twelve (12) months? YES /NO

If yes, furnish particulars _____

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

If yes, furnish particulars _____

3.4 Are any of the company's directors, managers, shareholders or stakeholders in service of the state? **YES / NO**

If yes, furnish particulars _____

3.5 Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

If yes, furnish particulars _____

I, THE UNDERSIGNED (NAME) _____
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
IS CORRECT.

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

SHOULD THE INFORMATION REQUIRED ON THIS FORM NOT DULY BE SUPPLIED,
THIS BID WILL BE AUTOMATICALLY REJECTED.

Signature

Date

Position

Company Name

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of R 30 000.00 up to R 50 000 000.00 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

- 1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

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

- 2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18

3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

6. BID DECLARATION

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

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

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

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

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :

:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

.....

Registered Account Number

Stand Number

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

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

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

WITNESSES:

1.

2.

ADDRESS:

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

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

DATE:.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

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

<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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

.....
NB

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data

that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT): _____
 CAPACITY: _____
 SIGNATURE: _____
 NAME OF FIRM: _____
 DATE: _____

WITNESSES

1 _____
 2 _____

DATE: _____

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED AT _____ ON _____

NAME (PRINT): _____

SIGNATURE: _____

OFFICIAL STAMP

--

WITNESSES

1 _____

2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

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

Signature

Date

Position

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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 consortium³ will not be construed as collusive bidding.

6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

8. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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

T2.2 C Declaration of Tax compliance

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

SOUTH AFRICAN REVENUE SERVICE/ PORT ST JOHNS LOCAL MUNICIPALITY		Contract No.																			
DECLARATION OF GOOD STANDING REGARDING TAX																					
PARTICULARS																					
1. Name of Taxpayer/Bidder :																					
2. Trade Name :																					
3. Identification No.	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																				
4. Company/CC Reg. No.	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																				
5. Income Tax Ref. No.	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																				
6. VAT Reg. No.	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																				
DECLARATION																					
It is hereby declared that the Income Tax, Value Added Tax (VAT) and PORT ST JOHNS LOCAL MUNICIPALITY Levy obligations of the above-mentioned taxpayer(s), which includes the rendition of returns and payment of the relevant taxes: have been satisfied in terms of the relevant Acts; or that suitable arrangements have been made with the Receiver of Revenue and the PORT ST JOHNS LOCAL MUNICIPALITY to satisfy them.*																					
..... Signature Capacity Date																			
Please note: * The declaration (ii) cannot be made unless formal written arrangements have been made with the Receiver of Revenue and/or PORT ST JOHNS LOCAL MUNICIPALITY with regard to any outstanding revenue/tax returns or levies. The levy declaration applies only to PORT ST JOHNS LOCAL MUNICIPALITY levy payers.																					

Bidder.....

.....

Signature of Bidder.....

Date.....

T2.2 D Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:
..

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

Section 3: Professional registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number
.

Close corporation number
.

Tax reference number
..

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

- b) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

_____ Date _____

Name _____ Position _____

Enterprise
Name _____

--



PROJECT NAME: SUPPLY, DELIVERY AND INSTALLATION OF X5 HIGH MAST LIGHTS AT WARD 2, WARD 6, WARD 8, WARD 17 AND WARD 19 ON BEHALF OF THE PORT ST JOHNS LOCAL MUNICIPALITY

T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

CONTENTS

FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENTS

FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENTS
[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]

We confirm that the following communications received from the Procuring Department before the submission of this bid offer, amending the bid documents, have been taken into account in this bid offer:

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

[PLEASE SIGN BELOW FOR THE BIDDING COMPANY]

Signature of Authorized person: _____ Date: _____

Name of authorized person: _____ Position: _____

PART T3: TENDER SPECIFICATIONS

6. FULL DESCRIPTION OF THE TENDER

Port St Johns Local municipality would like to appoint a competent service provider registered on the national Central Supplier Database for the **PROJECT NAME: SUPPLY, DELIVERY AND INSTALLATION OF X 5 HIGH MAST LIGHTS AT WARD 2, WARD 6, WARD 8, WARD 17 AND WARD 19 ON BEHALF OF THE PORT ST JOHNS LOCAL MUNICIPALITY**

Note: Unless otherwise specified, the material shall be in accordance with the specifications listed in the Bill of Quantity.

6.1 Work Specification

Notes:

- d) All works should be in accordance with the relevant specified specification (WIRING CODE SANS 0225)
- e) All labour cost shall be included in the quoted rate.
- f) High-mast light shall be operated and maintained in the horizontal position by means of a mechanical winch.

6.2 Preliminaries

- c) The specific contractor shall supply, deliver and install all relevant electrical apparatus in accordance with the specified wiring code.
- d) All lighting structure must comply with ISO 9001-2000 and SANS Approved and or SABS Compliant.

6.3 Final site inspection

All installed high masts will be inspected by a municipal official to authorise and sign off the installation documentation.

6.4 Payment Processes

The final invoice will be presented to the municipality with a detail report containing all the communication from the municipality and including clients, supporting documentation indicating that the high masts were installed in accordance with the Municipality's expectation. Failure to provide this information will result in non-payment.

PART C1 PRICING DATA

C1.1 PRICING INSTRUCTIONS

- 7 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 8 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 9 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Company submitted on such a basis. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 10 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the and shall cover

PROJECT NAME: SUPPLY, DELIVERY AND INSTALLATION OF X5 HIGH MAST LIGHTS AT WARD 2, WARD 6, WARD 8, WARD 17 AND WARD 19 ON BEHALF OF THE PORT ST JOHNS LOCAL MUNICIPALITY

The costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.

- 8 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
- 9 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the stated rates shall apply should work under these items actually be required.

Should the Bidder group a number of items together and bid one sum for such group of items, the single stated sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil. The stated rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract. Rates quoted are fixed and quoted in ZAR currency; and shall not in any way be affected by rand/dollar exchange rate or any currency.

- 11 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.
- 12 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Bidder bids to do the work. Should be quoted in ZAR currency only
Amount	:	The quantity of an item multiplied by the bid rate of the (same) item. Should be quoted in ZAR currency only
Sum	:	An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units. Should be quoted in ZAR currency only

- 13 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

No = No
 % = Percentage
 Prov Sum = Provisional Sum

PART C1.2 Pricing Structure

PRICE SHEET – BILL OF QUANTITIES

Item Number	Description	Unit	Quantity	Rate	Total Price
1.	DELIVERY				
	1.1. Ward 2	Sum	1		
	1.2. Ward 6	Sum	1		
	1.3. Ward 8	Sum	1		
	1.4. Ward 17	Sum	1		
	1.5. Ward 19	Sum	1		

2.	SUPPLY SABS APPROVED OR COMPLIANT.				
	2.1. Supply 30m Highmast with 10 LED fittings each	No	5		
	2.2. HD Bolts & Templates sets	No	5		
	2.3. Earthing 2 x Earth-Spikes	No	5		
	2.4. Assembly and erection of mast	No	5		
	2.5. 400 Watts LED Light Fittings	No	50		
	2.6. Excavate and cast concrete foundation (cube test included)	No	5		
	2.7. Portable double drum winch	No	5		
	2.8. Electric Powertool	No	1		
	2.9. Red Warning Lights and unntenna	No	5		
3.	INSTALLATION				
	3.1. Testing & issuing of certificate of Compliance	No	5		
4.	PRELIMINARY ITEMS				
	4.1 Site Establishment	No.	1		
	4.2 CLO Rate R3500 per month	No.	5		
	4.3 5 x PSC Members Rate R450 per Site Meeting attended	No.	5		
	4.4 Spare globes per High Mass Light per village.	No.	5		
	4.5 Labor rate at R220 per day per person per Village.	No.	(10 per high mast light per area)		
	4.6 1 x Safety Rep Rate R3500 per month	No.	5		
5.	5.1 Connection fee to the nearest Eskom network per high mass light at radius of	NO	5		

	800m(include the line to build transformers where necessary)				
6.	6.1 Training Municipal electricians for the maintenance (skills transfer)	No.	1		
7.	8.1 PRELIMINARY STUDY (Survey, Geotechnical, EIA AND OHS)	No.	1		
Total Price Ex VAT:					
Contingency Fee at 10%:					
Sub-total:					
15% VAT:					
Total Price Including VAT:					

Tenderers must note that all costs should be considered during pricing this project, the municipality will not consider any increases in prices once the project is awarded. Any further costs associated with the project and is found outside the scope will not be considered unless the findings are deemed not be in line with SANS requirements. Once the issues of noncompliance are identified the information should be shared with the municipality immediately. On review the municipality will provide a response to the request initiated by the service provider.

It's important to note that if these findings are not reported to the municipality and are found during the municipal site inspection it will be on the cost of the service provider to rectify the problem and bring the installation to compliance standard.



PROJECT NAME: SUPPLY, DELIVERY AND INSTALLATION OF X5 HIGH MAST LIGHTS AT WARD 2, WARD 6, WARD 8, WARD 17 AND WARD 19 ON BEHALF OF THE PORT ST JOHNS LOCAL MUNICIPALITY

PART C2 AGREEMENT AND CONTRACT DATA

C2.1 FORM OF OFFER AND ACCEPTANCE

C2.2 CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE [COMPULSORY]

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

1. OFFER BY THE BIDDING COMPANY

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: PROJECT NAME: SUPPLY, DELIVERY AND INSTALLATION OF X5 HIGH MAST LIGHTS AT WARD 2, WARD 6, WARD 8, WARD 17 AND WARD 19 ON BEHALF OF THE PORT ST JOHNS LOCAL MUNICIPALITY

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

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

IN WORDS:

(IN FIGURES), R

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 Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR AND ON BEHALF ON THE BIDDER [PLEASE SIGN]:

Signature(s) _____

Name(s) _____ Capacity _____

(Bidding Company Name) _____

Name of Witness _____

Signature _____ Date: _____

2. ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder 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 Pricing Data

Part C2 Agreements and Contract Data, (which includes this Agreement)

Part C3 Scope of Work

AND Documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder 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 Bidder 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. 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 Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five working 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.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE EMPLOYER: PORT ST JOHNSLOCAL MUNICIPALITY [TO BE SIGNED BY MUNICIPAL MANAGER]

Signature(s)_____

Name _____

Capacity _____

Name of Witness _____

Signature _____

Date _____

2. SCHEDULE OF DEVIATIONS [WRITE N/A IF NOT APPLICABLE]

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the bid documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE BIDDER [PLEASE SIGN]:

Signature(s) _____

Name(s) _____

Capacity _____

(Bidder's Name) _____

Name of Witness _____

Signature _____

Date: _____

FOR THE EMPLOYER: PORT ST JOHNS LOCAL MUNICIPALITY [PLEASE SIGN]

Signature(s) _____

Name _____

Capacity _____

Name of Witness _____

Signature _____

Date _____