



## EMAKHAZENI LOCAL MUNICIPALITY



### APPOINTMENT OF PANEL SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF ROAD AND STORMWATER MATERIAL AS AND WHEN REQUIRED FOR 24 MONTHS FOR EMAKHAZENI LOCAL MUNICIPALITY

ELM 24-25/12/02

#### TENDER DOCUMENT

#### STAGE 01

**ISSUED BY:** EMAKHAZENI LOCAL MUNICIPALITY

25 Scheepers street

Emakhaseni

1100

**CONTACT:** 013 253 7600

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

**TOTAL BID PRICE (INCL. VAT):** NOT APPLICABLE / TO BE DETERMINED IN STAGE 02

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## CONTENTS

### **THE TENDER**

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

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

#### **Part T2: Returnable Documents**

- T2.1 List of returnable documents

### **THE CONTRACT**

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

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

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

- C3 Scope of Work

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## TENDERING PROCEDURES

### THE TENDER

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

T1.1 Tender notice and invitation to tender

T1.2 Tender Data

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bid documents will be obtainable on payment of **cash non-refundable document fee of R1500.00 per document** from the offices of the Emakhazeni Local Municipality, 25 Scheepers Street, Belfast during office hours from 07H45 to 12h30 and 13h00 to 15h00 weekdays, or on supply of proof of EFT payment made into the following bank account: **FNB Current Account Number 62028195510 Branch Code 270351, Tender Reference number (Project Number and Company Name)**, the document can also be obtained on the municipality's website or on the e-Tender Website at <http://www.etenders.gov.za/content/advertised-tenders> at no cost.

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

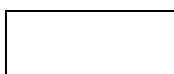
Project number	Description	Availability of Tender document	Price	Closing Date	Functionality %	Contact person
ELM 24-25/12/02	APPOINTMENT OF PANEL SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF ROAD AND STORMWATER MATERIAL AS AND WHEN REQUIRED FOR 24 MONTHS FOR EMAKHAZENI LOCAL MUNICIPALITY	Thursday the 19th of December 2024 at 12h00	R1 500.00	Friday the 17th of January 2024 at 12h00	70%	Procurement enquiries: Joas Madiope at 013 253 7601 <a href="mailto:joas.madiope@emakhazeni.gov.za">joas.madiope@emakhazeni.gov.za</a>  Technical enquiries:  Melusi Sibande at 013 253 7600 <a href="mailto:melusi.sibande@emakhazeni.gov.za">melusi.sibande@emakhazeni.gov.za</a>

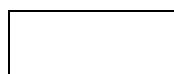
N.B. The procedure for evaluation of responsive tender will be Method 4: Financial Offer, Preferences and Quality (Functionality). Eligibility and quality (Functionality) will be assessed: where after tenders who scored a minimum of 70 % of the points or above for the category, will be evaluated using the 80/20 Preference Point System for Financial Offer and Preference. The Preferential Procurement Policy Framework Act, 2000, (PPPFA) (Act No.5 of 2000) applies to this tender. Master Registration Number and tax compliance status PIN to enable the municipality to verify the bidder's tax compliance status must be attached. Service providers must be registered at central supplier database (CSD).

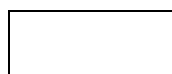
### NOTE TO BIDDERS ON BID CONDITIONS:

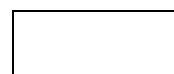
- The Supply Chain Management Policy of Emakhazeni Local Municipality will apply. The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to bid;
- Bids that are submitted late, incomplete,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

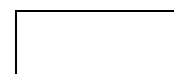
**Mr. J.W. Shabangu**  
**Municipal Manager**  
**Emakhazeni Local Municipality**

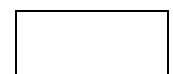
  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



## T1.2 TENDER DATA

### TENDER DATA

Clause	
C.1.1	<b>Actions</b>
C.1.1.1	The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
C.1.1.2	<p>The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents, and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.</p> <p><b>Note:</b> 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.</p> <p>2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.</p>
C.1.1.3	The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.
C.1.2	The documents issued by the employer for the purpose of a tender offer are listed in the tender data.
C.1.3	<b>Interpretation</b> <p>C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.</p> <p>C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.</p> <p>C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:</p> <p>a) conflict of interest means any situation in which:</p> <p>i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.</p> <p>ii) an individual or tenderer can exploit a professional or official capacity in some way for their personal or corporate benefit; or</p> <p>iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.</p>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	<p>b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration</p> <p>c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process.</p> <p>d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;</p>			
C.1.4	<p><b>Communication.</b></p> <p>The Employer's Representative is;</p> <table border="1"> <tr> <td> <p><b><u>Accounting Officer:</u></b> Mr. JW Shabangu P. O. Box 17 Belfast 1100 Tel: 013 253 7628  Email: <a href="mailto:wonder.shabangu@emakhazeni.gov.za">wonder.shabangu@emakhazeni.gov.za</a></p> </td><td> <p><b><u>Procurement Enquiries.</u></b> Mr. J Madioppe P. O. Box 17 Belfast 1100 Tel: 013 253 7601 Email: <a href="mailto:joas.madioppe@emakhazeni.gov.za">joas.madioppe@emakhazeni.gov.za</a></p> </td><td> <p><b><u>Technical Enquiries.</u></b> Mr. MD Sibande P.O. Box 17 Belfast 1100 013 253 7600 Email: <a href="mailto:melusi.sibande@emakhazeni.gov.za">melusi.sibande@emakhazeni.gov.za</a></p> </td></tr> </table>	<p><b><u>Accounting Officer:</u></b> Mr. JW Shabangu P. O. Box 17 Belfast 1100 Tel: 013 253 7628  Email: <a href="mailto:wonder.shabangu@emakhazeni.gov.za">wonder.shabangu@emakhazeni.gov.za</a></p>	<p><b><u>Procurement Enquiries.</u></b> Mr. J Madioppe P. O. Box 17 Belfast 1100 Tel: 013 253 7601 Email: <a href="mailto:joas.madioppe@emakhazeni.gov.za">joas.madioppe@emakhazeni.gov.za</a></p>	<p><b><u>Technical Enquiries.</u></b> Mr. MD Sibande P.O. Box 17 Belfast 1100 013 253 7600 Email: <a href="mailto:melusi.sibande@emakhazeni.gov.za">melusi.sibande@emakhazeni.gov.za</a></p>
<p><b><u>Accounting Officer:</u></b> Mr. JW Shabangu P. O. Box 17 Belfast 1100 Tel: 013 253 7628  Email: <a href="mailto:wonder.shabangu@emakhazeni.gov.za">wonder.shabangu@emakhazeni.gov.za</a></p>	<p><b><u>Procurement Enquiries.</u></b> Mr. J Madioppe P. O. Box 17 Belfast 1100 Tel: 013 253 7601 Email: <a href="mailto:joas.madioppe@emakhazeni.gov.za">joas.madioppe@emakhazeni.gov.za</a></p>	<p><b><u>Technical Enquiries.</u></b> Mr. MD Sibande P.O. Box 17 Belfast 1100 013 253 7600 Email: <a href="mailto:melusi.sibande@emakhazeni.gov.za">melusi.sibande@emakhazeni.gov.za</a></p>		
	<p>Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer or his nominee will be regarded as amending the tender documents. Tender offer communicated on paper shall be submitted as an original. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data</p> <p>In the event that no correspondence or communication is received from the ELM within hundred and twenty (90) days after the stipulated closing date and time of the tender, the tender proposal will be deemed to be unsuccessful.</p>			
C.1.5	<p><b>Cancellation and Re-Invitation of Tenders</b></p> <p>C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-</p> <p>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.</p> <p>b) funds are no longer available to cover the total envisaged expenditure; or</p> <p>c) no acceptable tenders are received.</p> <p>d) there is a material irregularity in the tender process.</p> <p>C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised</p> <p>C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.</p>			
C.1.6	<p><b>Procurement procedures</b></p> <p><b>C.1.6.1 General</b></p> <p>Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.</p>			

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	<p><b>C.1.6.2 Competitive negotiation procedure</b></p> <p>C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.</p> <p><b>C.1.6.2.2</b> All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.</p> <p><b>C.1.6.2.3</b> At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.</p> <p><b>C.1.6.2.4</b> The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.</p> <p><b>C.1.6.3 Proposal procedure using the Method 4</b></p> <p><b>C.1.6.3.1 Method 4</b></p> <p>Method 4: Financial Offer, Preferences and Quality (Functionality)</p>
<b>C.2.1</b>	<p><b>Eligibility</b></p> <p>Only bidders that have required documents as stipulated in the tender document are eligible to tender.</p> <p>.</p>
<b>C.2.2</b>	<p><b>Cost of Tendering</b></p> <p>The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the cost of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>
<b>C.2.3</b>	<p><b>Check documents</b></p> <p>The Tenderer should check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
<b>C.2.4</b>	<p><b>Confidentiality and Copyright of Documents.</b></p> <p>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</p>
<b>C.2.5</b>	<p><b>Reference documents</b></p> <p>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.</p>
<b>C.2.6</b>	<p><b>Acknowledge addenda</b></p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, to take the addenda into account.</p>
<b>C.2.7</b>	<p><b>Clarification Meeting</b></p> <p>None</p>

<div></div> <div>Tenderer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
---------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------



C.2.12	<b>Alternative tender offer.</b> <b>No</b> alternative tender offers will be considered or accepted.
C.2.13	<b>Submitting tender offer:</b>
	<p>Tenders must be deposited in the tender box clearly marked with project description</p> <p><b>Project: SUPPLY AND DELIVERY OF ROADS AND STORMWATER MATERIAL FOR A PERIOD OF 24 MONTHS FOR EMAKHAZENI LOCAL MUNICIPALITY</b> <b>Location of tender Box:</b> Emakhazeni Municipality Building <b>Physical Address:</b> Emakhazeni Municipality, 25 Scheepers Street Belfast</p> <p>Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered All tender received by the Emakhazeni Local Municipality will remain in the Municipality's possession until after the stipulated closing date and time and lapsing of the tender validity period.</p> <p>Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered</p>
	<p>All tender received by the Emakhazeni Local Municipality will remain in the Municipality's possession until after the stipulated closing date and time.</p> <p>Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered</p>
C.2.15	<b>Closing Time:</b>
	<p>The time and location for opening of the Tender offers are:</p> <p>Closing Time: 12H00 Closing Date: 17 January 2025 Location: Emakhazeni Local Municipality 25 Scheepers Street, Belfast, 1100</p> <p>Tenders will be opened in public at the same time.</p>
	<p>After the opening of the tender proposals, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the ELM.</p>
C.2.16	<b>Tender Offer Validity</b> The Tender offer validity period is <b>90 days</b> from the closing date.
C.2.17	<b>Tender clarification after submission</b> A tender may be regarded as non-responsive if the tenderer fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.
C.3.11	<b>Tender evaluation points</b>
	<p>The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 point system shall be applicable.</p>
	<p>Preference points for this bid shall be awarded for:</p> <p>(a) Price; and (b) Specific goals.</p>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





	The maximum points for this bid are allocated as follows:	
		<b>POINTS</b>
	<b>PRICE</b>	<b>80</b>
	<b>SPECIFIC GOALS</b>	<b>20</b>
	<b>Total points for Price and Specific goals must not exceed</b>	<b>100</b>

	<p><b>Evaluation of Tenders</b></p> <p>The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be terms of the Supply Chain Management Policy of the ELM.</p> <p><b>The following steps will be followed in evaluation;</b></p> <ol style="list-style-type: none"> <li>1. Determination of whether or not tender offers are complete.</li> <li>2. Determination of whether or not tender offers are responsive.</li> <li>3. Determination of the reasonableness of tender offers.</li> <li>4. Confirmation of the eligibility of preferential points claimed by tenderers.</li> <li>5. Determination of expertise and experience of tenderers.</li> <li>6. Awarding of points for financial offer.</li> <li>7. Ranking of tenderers according to the total points</li> <li>8. Performance of risk analysis by checking the credit record of the tenderers</li> </ol> <p><b>Evaluation Criteria</b></p> <p>The procedure for the evaluation of responsive Bids will be on the average of the previous three projects where the firm was involved for similar projects. Reference of Clients including ELM must be provided.</p> <p>Tenders are adjudicated in terms of ELM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.</p>
--	---

	<p><b>Technical adjudication and General Criteria</b></p> <ul style="list-style-type: none"> <li>▪ Tenders will be adjudicated in terms of inter alia:</li> <li>▪ Compliance with Tender conditions</li> <li>▪ Technical specifications</li> </ul> <p>If the Tenderer does not comply with the Tender Conditions, the Tenderer may be rejected. If technical specifications are not met, the Tender may also be rejected.</p> <p>With regard to the above, certain actions or errors are unacceptable and warrants <b>REJECTION OF THE TENDER</b>, for example</p> <ul style="list-style-type: none"> <li>▪ Pages to be completed, removed from the Tender document, and have therefore not been submitted.</li> <li>▪ If tender document is not fully completed as required and as stipulated in the tender data.</li> <li>▪ If any tender document is tempered with or it is unbundled or unbundled.</li> <li>▪ Scratching out without initialling next to the amended information.</li> <li>▪ Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil.</li> </ul>
--	---

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	<ul style="list-style-type: none"><li>▪ The Tender has not been properly signed by a party having the authority to do so, according to the Form D – “Authority for Signatory”.</li><li>▪ A Resolution by a Board of Directors of the Company authorizing the Tenderer to sign the Tender document on behalf of the Company. No authority for signatory submitted on company letter head.</li><li>▪ Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.</li><li>▪ The Tenderer’s attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.</li><li>▪ The Tender has been submitted after the relevant closing date and time</li><li>▪ Failure to complete and sign Form C1.1 Form of Offer and Acceptance</li><li>▪ If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months. Submitting a proof of this is compulsory.</li><li>▪ If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.</li></ul>
	<p><b>Size of enterprise and current workload</b></p> <ul style="list-style-type: none"><li>▪ Evaluation of the Tenderer’s position in terms of:</li><li>▪ Previous and expected current annual turnover</li><li>▪ Current contractual obligations</li><li>▪ Capacity to execute the contract</li></ul> <p><b>Staffing profile</b></p> <p>Evaluation of the Tenderer’s position in terms of:</p> <ul style="list-style-type: none"><li>▪ Staff available for this contract being Tendered for</li><li>▪ Qualifications and experience of key staff to be utilized on this contract.</li></ul> <p><b>Proposed Key Personnel</b></p> <p>In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV’s) for the Staff available named and working on full time basis for the Tenderer. The CV should follow the normal Professional Format including certified copies of qualifications.</p> <p>Much importance will be placed on the experience of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenders’ proposal and/ or Agreement entered into by the Client for the execution of the services</p>
	<p><b>Previous experience</b></p> <p>The procedure for the evaluation of responsive Bids will be on the average of the <b>three projects</b> where the firm was involved. Reference of clients other than ELM <b>MUST</b> be provided.</p> <p>The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last three (5) years.</p> <p>Evaluation of the Tenderer’s position in terms of his previous experience. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"><li>▪ Experience in the relevant technical field</li><li>▪ Experience of contracts of similar size</li><li>▪ Some or all of the references will be contacted to obtain their input.</li></ul>

Tenderer

Witness 1

Witness 2


Employer


Witness 1


Witness 2





	<p>The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects.</p> <p><b>Financial ability to execute the contract:</b></p> <p>Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> <li>Contact the Tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.</li> </ul> <p>Audited financial statements for three (3) years in case the total cost of the project charged is above R10 Million.</p>
	<p><b>Good standing with SA Revenue Services</b></p> <ul style="list-style-type: none"> <li>Determine whether a valid tax clearance certificate issued by SARS or Tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS has been submitted.</li> </ul> <p>If the Tender does <b>not</b> meet the requirements contained in the ELM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.</p> <p><b>Penalties</b></p> <p>The Emakhazeni Local Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"> <li>Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.</li> <li>Impose a financial penalty at the discretion of Council</li> <li>Restrict the contractor, its shareholders and directors on obtaining any business from the Emakhazeni Local Municipality for a period of 5 years</li> </ul> <p><b>Evaluation Method 4</b></p> <p>Which entails the balance between financial offer, preferences and Quality and 80-20 points system, will be adopted.</p> <p><b>Evaluation Criteria</b></p> <p>The Firm's tender responsiveness in relation to functionality:</p>
C.3.13	<p><b>Acceptance of tender offer</b></p> <p>Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:</p> <ol style="list-style-type: none"> <li>is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;</li> <li>can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;</li> <li>has the legal capacity to enter into the contract;</li> <li>is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;</li> </ol>


  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



	e) complies with the legal requirements, if any, stated in the tender data; and f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.
F.2.	<b>The Employer's right to accept or reject any tender offer</b> The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Emakhazeni Local Municipality.

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



### **SABS Approval (Maximum Points obtainable 30)**

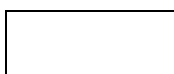
A certified and valid proof in the form of a SABS certificate on the materials to be supplied must be submitted. This must either be in the name of the manufacturer or a letter of intent/support to supply must be submitted and have signatures of both parties.

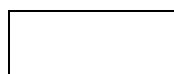
<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Eliminati on Factor</b>	<b>Points obtainable</b>
SABS Certificate of the manufacturer / Letter of intent/support to supply	Proof attached for culverts	Yes	15
	Proof attached for asphalt	Yes	15
<b>Sub-total</b>			<b>30</b>
<b>Total</b>			<b>30</b>

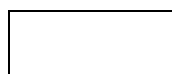
### **PLANT (Maximum Points obtainable 30)**

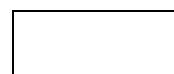
It must be noted that a total point of **30** are obtainable by the Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored. Letter of intent from the lessor must be attached.

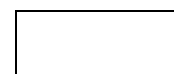
<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Eliminati on Factor</b>	<b>Points obtainable (Own)</b>	<b>Points obtainable (leased)</b>
Firm's plant and equipment – <b>Note:</b> Proof of ownership(Vehicle registration Documents) the firm's equipment must be attached and failure to do so will result in forfeiting the plant points	8 ton truck x2	No	10	5
	Firm's number of Tipper Truck x 2	No	10	5
	Firm's number of LDVs x 2	No	10	5
<b>Sub-total</b>			<b>30</b>	<b>15</b>
<b>Total</b>			<b>30</b>	<b>15</b>

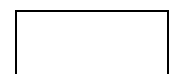
  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



### **EXPERIENCE OF FIRM (Maximum Points obtainable 30)**

#### **Note: Company's previous completed projects**

It must be noted that the experience of the firm carries a maximum of **30 points** as indicated in the table below. If appointment letters and completion certificate, in reference to Form 0 is not provided, then the bidder shall obtain zero point on the experience of the firm.

Provide proof of the company's previous completed projects which is in the form appointment letters and completion certificates. Verifiable references (appointment letters and completion certificates) with contact details must be attached. In case of the subcontracted work, bidder must attach the Appointment letters of the appointed main contractor and completion certificate together with the appointment letters and completion certificate of the subcontractor.

<b>Evaluation Criteria</b>	<b>Evaluation Criteria</b>	<b>Elimination Factor</b>	<b>Points obtainable</b>	<b>Subcontracted projects</b>
Number of Projects for Supply/Delivery of Infrastructure Material (e.g. roads and stormwater material, waste and water material)	1 – 2 Projects	Yes	10	5
	3 - 4 Projects	No	15	7.5
	5 - Projects upwards	No	30	15
<b>Sub-Total</b>			<b>30</b>	<b>15</b>
<b>TOTAL</b>			<b>30</b>	<b>15</b>

### **Financial Resources (Maximum points obtainable 20) (NB: Refer to Note 6)**

<b>Evaluation Criteria</b>	<b>Points obtainable</b>
A stamped bank rating letter from the accredited financial institution must be attached with a minimum code/rating of C. The graded value must be R10 million or more over a period of 12 months.	20
<b>Failure to attach will result in an automatic disqualification.</b>	
<b>Sub-total</b>	<b>20</b>
<b>Total</b>	<b>20</b>

### **Locality (Maximum points obtainable 20)**

<b>Evaluation Criteria</b>	<b>Points obtainable</b>
Bidder's Main Office within Emakhazeni Local Municipality	20
Bidder's Main Office within Nkangala District Municipality	15
Bidder's Main Office within Mpumalanga Province	10
Bidder's Main Office Outside Mpumalanga Province	5
<b>Sub-total</b>	<b>20</b>
<b>Total</b>	<b>20</b>

**TOTAL SCORE: \_\_\_\_\_/130**

\_\_\_\_\_  
Tenderer

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

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

\_\_\_\_\_  
Employer

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

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



## RETURNABLE DOCUMENTS

### Returnable Documents

List of returnable documents

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## T2.1 LIST OF RETURNABLE DOCUMENTS

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

### Returnable Schedules required for Tender evaluation purposes

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





# COMPULSORY BID DOCUMENTS

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EMAKHAZENI LOCAL MUNICIPALITY</b>					
BID NUMBER:	ELM 24-25/12/02	CLOSING DATE:	17 JANUARY 2025	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF PANEL SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF ROAD AND STORMWATER MATERIAL AS AND WHEN REQUIRED FOR 24 MONTHS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>EMAKHAZENI LOCAL MUNICIPALITY</b>					
<b>24 SCHEEPERS STREET</b>					
<b>BELFAST</b>					
<b>1100</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes  <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS ]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED	N/A		TOTAL BID PRICE		N/A
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	SCM		CONTACT PERSON	Sibande Melusi	
CONTACT PERSON	Mr. Joas Madiope		TELEPHONE NUMBER	013 253 7622	
TELEPHONE NUMBER	013 253 7601		FACSIMILE NUMBER	013 253 1889	
FACSIMILE NUMBER	013 253 1889		E-MAIL ADDRESS	<a href="mailto:melusi.sibande@emakhazeni.gov.za">melusi.sibande@emakhazeni.gov.za</a>	
E-MAIL ADDRESS	<a href="mailto:joas.madiope@emakhazeni.gov.za">joas.madiope@emakhazeni.gov.za</a>				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>	

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

### SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

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

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

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

--

Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



**RESOLVED that:**

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

Bid / Project Number: \_\_\_\_\_{ELM 24-25/12/02}

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

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

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

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

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

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

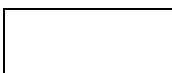
\_\_\_\_\_  
\_\_\_\_\_(code)

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

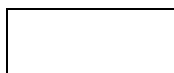
\_\_\_\_\_  
\_\_\_\_\_(code)

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

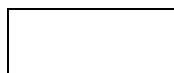
Fax number: \_\_\_\_\_(code)



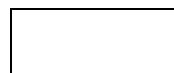
Tenderer



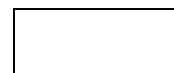
Witness 1



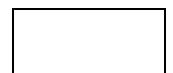
Witness 2



Employer



Witness 1



Witness 2



APPOINTMENT OF PANEL SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF ROAD AND STORMWATER MATERIAL  
AS AND WHEN REQUIRED FOR 24 MONTHS

ELM 24-25/12/02

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

*Note:*

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

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## ATTACH THE FOLLOWING DOCUMENTS HERETO

1. **For Closed Corporations**

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

2. **For Companies**

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

3. **For Joint Venture Agreements**

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

4. **For Partnership**

- Copies of the certified ID's of the partners

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

- Copy of certified ID

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

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

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

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



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

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

--

Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



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

1. **No bid will be accepted from persons in the service of the state<sup>1</sup>.**
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of bidder or his or her representative: .....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>): .....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number: .....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
    - 3.8.1 If yes, furnish particulars: .....

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

3.9.1 If yes, furnish particulars: .....

.....

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

3.10.1 If yes, furnish particulars: .....

.....

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

3.11.1 If yes, furnish particulars: .....

.....

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

3.12.1 If yes, furnish particulars: .....

.....

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

3.13.1 If yes, furnish particulars: .....

.....

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars: .....

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

### DECLARATION

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

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## FORM D: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

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

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

Office address : \_\_\_\_\_

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

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

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

Mr ..... **Pro-Forma**

has been duly authorized to sign all documents in connection with the Tender for Contract Number **(ELM 24-25/12/02)**

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

behalf of .....

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES: 1. ....

2. ....

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**PRO-FORMA FOR JOINT VENTURES:**

**Certificate of Authority for Joint Ventures**

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



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

**DETAILS OF TAX COMPLIANCE STATUS:**

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

**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

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

--

Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2





## FORM F: FINANCIAL REFERENCES

### DETAILS OF TENDERERS BANKING INFORMATION

#### **Notes to tenderer:**

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

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

Name of Tenderer: .....

Date: .....

Signature: .....

Full name of signatory: .....

--

Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



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

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## FORM G: MUNICIPAL UTILITY ACCOUNT

### DECLARATION BY THE TENDERER

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

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

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

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

SIGNED ON BEHALF OF THE COMPANY

\_\_\_\_\_

IN HIS CAPACITY AS

\_\_\_\_\_

DATE

\_\_\_\_\_

FULL NAMES OF SIGNATORY

\_\_\_\_\_

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

\_\_\_\_\_

Tenderer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2



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

**Important: Note the following**

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

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



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

**MBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT  
REGULATIONS 2022**

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

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

**1. GENERAL CONDITIONS**

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

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

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

*(delete whichever is not applicable for this tender).*

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

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

- (c) Price; and
- (d) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

**2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

$P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of verification
2,5 points for 100% black person or people owned enterprise;		Certified Identity Documents of the owners and CSD Report
2,5 points for more than 30% woman or women shareholding or owned enterprise;		Certified Identity Documents of the owners and CSD Report
2,5 points for more than 30% youth shareholding or owned enterprise;		Certified Identity Documents of the owners and CSD Report
2,5 points for more than 30% people living with disability shareholding or owned enterprise.		CSD Report
2,5 points for enterprise regarded as EMEs located within the local area of jurisdiction;		B-BBEE Sworn Affidavit and Municipal rates from ELM, together with proof of residence
5 points for Corporate Social Investment (CSI) or Social Labour Plan proposition;		Corporate Social Investment (CSI) or Social Labour Plan
2,5 points for valid B-BBEE level 1 contribution		B-BBEE Certificate or equivalent
<b>TOTAL</b>		

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

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

**DATE:** .....

.....  
**Tenderer**

.....  
**Witness 1**

.....  
**Witness 2**

.....  
**Employer**

.....  
**Witness 1**

.....  
**Witness 2**





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

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

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

\_\_\_\_\_  
Tenderer

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

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

\_\_\_\_\_  
Employer

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

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



7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
- or
- (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

YES

NO

If yes, furnish your details in table below.

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

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

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

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

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

.....  
.....

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

.....  
.....

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

.....  
.....

2.2 If yes, please provide particulars

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

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



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

.....  
.....

1.1 If yes, furnish particulars

.....  
.....

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

4.1 If yes, furnish particulars

.....  
.....

### CERTIFICATION

**I, THE UNDERSIGNED (NAME)**

.....

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



# RETURNABLES FOR EVALUATION PURPOSES

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

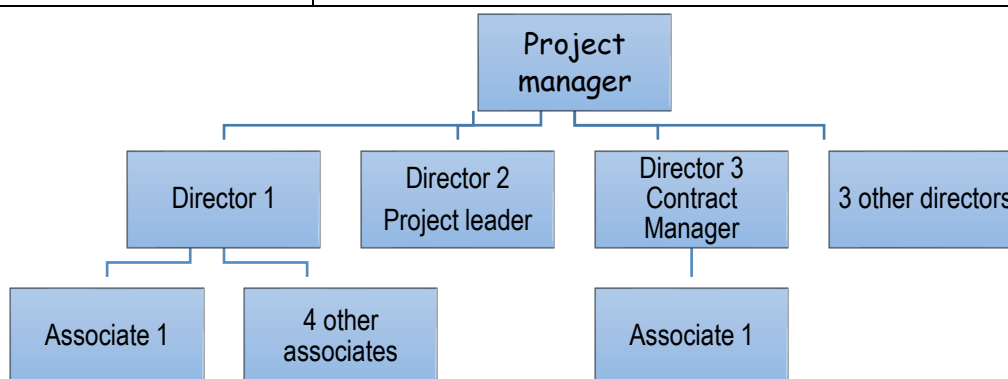


## FORM N: TENDERER'S PROJECT STRUCTURE

### Notes to tenderer:

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

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



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

--

Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2





## FORM O: PROPOSED KEY PERSONNEL

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

No	Name	Qualification	Designation for the project tendered for

Provide two paged CV of Each key Personnel to be used in this project.

Each CV should give at least the following:

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**FORM P: SCHEDULE OF PREVIOUS EXPERIENCE**

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

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

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

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

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM Q: SCHEDULE OF CURRENT PROJECTS**

Provide the following information on current projects

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

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

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

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**FORM R: SCHEDULE OF INFRASTRUCTURE AND RESOURCES**

**Provide information on the following:**

Infrastructure and resources available for this project:

**1. Physical facilities and Buildings.**

Description	Address	Owned / leased

**2. Equipment**

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

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


*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



### 3. Vehicles

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

Description:	Number of units	Registration Number

### 4. Size of enterprise and current workload

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

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

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

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

Are / Do you have sub-contractors?

☐ YES☐ NO

If yes, complete the below

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

*Tenderer**Witness 1**Witness 2**Employer**Witness 1**Witness 2*

**FORM T: RECORD OF ADDENDA TO TENDER DOCUMENTS**

Was there an addendum issued?

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

**YES****NO**

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

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

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

**Tenderer****Witness 1****Witness 2****Employer****Witness 1****Witness 2**





## THE CONTRACT

### THE CONTRACT

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

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

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

- C3 Scope of Work

---

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## AGREEMENTS AND CONTRACT DATA

### Part C1: Agreements and Contract Data

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

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**FORM C.1.1 FORM OF OFFER AND ACCEPTANCE****Form of Offer and Acceptance**

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

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

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

The employer, identified in the acceptance signature block, has solicited offers to enter a contract for the procurement of: **APPOINTMENT OF PANEL SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF ROAD AND STORMWATER MATERIAL AS AND WHEN REQUIRED FOR 24 MONTHS FOR EMAKHAZENI LOCAL MUNICIPALITY**

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

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:****NOT APPLICABLE / TO BE DETERMINED IN STAGE 02**

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

----- (in figures)

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

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

--

Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

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

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

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C3 Scope of work

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

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

--

Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



## Schedule of Deviations

Notes:

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

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

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACT DATA****DATA PROVIDED BY THE EMPLOYER**

	Data
1	<p>The Name of the Employer is <b>Emakhazeni Local Municipality</b></p> <p>The address of the Employer is: Emakhazeni Local Municipality 25 Scheepers Street Belfast</p> <p>Telephone: 013 253 7600</p>
2	The Project is for the <b>APPOINTMENT OF PANEL SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF ROAD AND STORMWATER MATERIAL AS AND WHEN REQUIRED FOR 24 MONTHS FOR EMAKHAZENI LOCAL MUNICIPALITY</b>
3	The Period of Performance is as per letter of appointment
4	The Service Provider may not release public or media statements or publish material related to the Services or Project without the written approval of the Employer.
5	The Service provision shall be completed as per letter of appointment
6	Copyright of document prepared for the project shall be vested with the Emakhazeni Local Municipality
7	Settlement of dispute is to be in terms of the Supply Chain Management Policy of the Emakhazeni Local Municipality, not excluding the provisions provided for in terms of rules / laws governing dispute resolution and employing services of the courts to remedy any dispute that may arise.
8	Service Providers will be paid in accordance with the Emakhazeni Local Municipality Supply Chain Management Policy.
9	A Service Provider may not subcontract any work not approved by the employer the Emakhazeni Local Municipality
10	The municipality reserves the right to terminate and blacklist the service provider in the event of failure to deliver or perform as per scope.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

--

*Tenderer*

--

*Witness 1*

--

*Witness 2*

--

*Employer*

--

*Witness 1*

--

*Witness 2*



## C.2.1 PRICING INSTRUCTIONS

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





## BILL OF QUANTITIES

### TO BE DERTIMENED IN STAGE 02

---

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**SCOPE OF WORK/SPECIFICATIONS****C2.1 Scope of work****2.1.1 Specifications****1 EMPLOYER'S OBJECTIVES**

The Employer's objective is to appoint a panel of service providers to supply, deliver and offloading good quality road and stormwater materials for the Municipality

**2 BACKGROUND**

The Material will be delivered at the Emakhazeni Local Municipal Stores (Belfast, Machardodorp, Dullstroom and Waterval Boven) as and when the material is required. The expected turnaround time for delivery of the material is 7 working days after the purchase order has been issued

**3 DESCRIPTIONS OF THE SERVICES**

The Supply, Delivery and offloading of Roads and Stormwater materials

- Pipes in subsoil drainage systems
- Prefabricated culverts
- Manholes
- Kerbstones
- Concrete block paving for roads
- Bitumen binders
- Asphalt (hot & cold)
- Stone aggregates
- Road signs
- Machinery

**4 SITE INFORMATION**

Delivery of material to be at various offices of Emakhazeni Local Municipality (Belfast, Dullstroom, Waterval Boven and Machadadorp)

*Tenderer**Witness 1**Witness 2**Employer**Witness 1**Witness 2*