

PORT ST JOHN'S MUNICIPALITY



PROVINCE OF THE EASTERN CAPE

BID NO: PSJLM-ENG-2021/22-12

CONSTRUCTION OF HEADWALLS AT NODUVA IN WARD 01

BID DOCUMENT

SEPTEMBER 2021

EMPLOYER

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

PREPARED BY

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

Tel: 047 – 564 1207/8
Fax: 047 – 564 1206

NAME OF BIDDER

NAME OF CONTACT PERSON

TELEPHONE/CELLPHONE NO.

	CONTENTS	Page
Invitation to bid		3
Terms and conditions for bidding		5
Bid Notice		7
Bid Rules		9-15

CHAPTER 1: INVITATION TO BID

PART A

INVITATION TO BID

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					

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

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

SUPPLIER INFORMATION

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

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES

& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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

PART B

TERMS AND CONDITIONS FOR BIDDING

MBD1

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

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

SIGNATURE OF BIDDER: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

DATE: _____

1.2 BID NOTICE



INVITATION TO BID FOR CONSTRUCTION OF FOUR HEADWALLS AND THREE CONCRETE SLABS IN DIFFERENT WARDS

Bid Numbers	Project Names	CIDB Grading	Place & Closing Time	Bid Closing Dates
PSJLM-ENG-2021/22 – 11	Construction of Headwalls from operations and maintenance of Ngqikiza in Ward 18	1 CE or Higher	Port St. Johns Municipal Offices Closing @11H00	08-10-2021
PSJLM-ENG-2021/22-12	Construction of Headwalls from operations and maintenance of Noduva Ward 01	1 CE or Higher	Port St. Johns Municipal Offices Closing @11H00	08-10-2021
PSJLM-ENG-2021/22-13	Construction of Headwalls from operations and maintenance of Mbabalane in Ward 16	1 CE or Higher	Port St. Johns Municipal Offices Closing @11H00	08-10-2021
PSJLM-ENG-2021/22-14	Construction of Headwalls from operations and maintenance of Goqwana to Ntsimbini in Ward 15	1 CE or Higher	Port St. Johns Municipal Offices Closing @11H00	08-10-2021
PSJLM-ENG-2021/22-15	Construction of Concrete Slab from operations and maintenance at Green to Swazini in Ward 09	2 CE or Higher	Port St. Johns Municipal Offices Closing @11H00	08-10-2021
PSJLM-ENG-2021/22-16	Construction of Concrete Slab from operations and maintenance at Nyosana in Ward 19	1 CE or Higher	Port St. Johns Municipal Offices Closing @11H00	08-10-2021
PSJLM –ENG - 2021/22 -17	Construction of Concrete Slab from operations and maintenance at Mbabalana in Ward 16	1 CE or Higher	Port St. Johns Municipal Offices Closing @11H00	08-10-2021

Bid Documents containing details and requirements of these projects will be available from **21 September 2021** at Port St. Johns Municipal **Finance offices**, upon payment of a **non-refundable fee of R405.15** per document (either in cash or by means of EFT made payable to Port St Johns Municipality). Municipal banking details are obtainable at Revenue Office. **Tender Documents can also be downloaded on eTenders website for free www.etenders.gov.za**

Completed proposal and supporting documentation must be placed in a **sealed envelope** clearly marked on the outside of the envelope with bid details of project it is meant for, **e. g: PSJLM–ENG-2021/22 - 11, Construction of Headwalls from Operations and Maintenance at Ngqikiza in Ward 18.** (Failure to adhere to that will lead to Bid not being considered)

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

All Supply Chain related enquiries shall be directed to Mrs N. Baleni – Gxumisa within normal office hours at **(047) 564 1207/8** or nbaleni@psjmunipality.gov.za. All Technical enquiries shall be directed to Mr Mzaza on 072 033 8136 or mzazamiso@yahoo.com

Price & Preferential Policy

Price	: 80 Points
B-BBEE Status Level of Contribution*	: 20 Points (Ref: Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations)
TOTAL	: 100 Points

BIDDERS MUST SUBMIT THE FOLLOWING:

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

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

ISSUED BY:

Mr H.T Hlazo (Municipal Manager)

Date

BID RULES

BID RULES

1. FORM OF BID

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

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

2. SIGNING OF BID

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

3. VAT & OTHER TAXES/LEVIES

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

4. ALTERATIONS TO BID DOCUMENTS

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

5. BID QUALIFICATIONS

Bids must be submitted strictly in accordance with the Bid Documents, i.e. without qualifications. Qualifications in the nature of unilateral statements of interpretation of

Bid Documents will not be accepted and any point of doubt or difficulty shall be cleared with the Engineer as early as possible during the Bid Period.

6. OWNERSHIP AND CONFIDENTIAL NATURE OF DOCUMENTS

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

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

7. COSTS INCURRED BY BIDDER

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

8. ATTENDANCE OF SITE INSPECTION

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

9. BID ACCEPTANCE

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

10. BID WITHDRAWAL OR MODIFICATION PRIOR TO CLOSING DATE

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

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

11. BID WITHDRAWAL OR MODIFICATION AFTER CLOSING DATE

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

(ii) fail to sign a Contract or furnish the security within the period fixed in the conditions reflected in the Form of Bid or any extended period fixed by the Employer; or

(iii) fail to execute the Contract according to the Contract Documents;

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

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

12. CANCELLATION OF CONTRACT

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

(i) is executing a Contract with the Employer unsatisfactorily;

(ii) has offered, promised or given a bribe or other gift or remuneration to any officer or employee of the Employer in connection with the obtaining or execution of a Contract;

(iii) has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining or executing a contract with any Government Department, Provincial Administration, public body, company or person, or that he had managed his affairs in such a way that he has in consequence thereof been found guilty of a criminal offence;

(iv) has approached an officer or employee of the Employer or in the service of the Engineer before or after Bids have been called for, with the aim of influencing the award of the Contract in his favour;

(v) has withdrawn or amended his Bid after the time set for the receipt and opening of Bids;

(vi) when advised that his Bid has been accepted, has given notice of his inability to execute or sign the Contract or to furnish the security required;

(vii) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Bidding for this Contract, or as to the amount of the Bid to be submitted by either party;

(viii) has disclosed to any other person, firm or company the exact or approximate amount of his proposed Bid except where disclosure, in confidence, was necessary in order to obtain insurance premium quotations required for the preparation of the Bid,

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

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

13. LEGAL ASPECTS

- (a) Unless in special cases the Employer agrees to the contrary, the laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Bid and each Bidder shall indicate a place in the Republic and specify it in his Bid as his *domicilium citandi et executandi* where any legal process may be served on him.
- (b) Each Bidder shall bind himself to accept the jurisdiction of the Courts of Law of the Republic of South Africa.
- (c) Each Bidder shall state in his Bid the name of his accredited agent in the Republic in whom the necessary legal competence is vested and who has been duly appointed to sign any contract.

14. SUBMISSION OF BIDS

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

15. ADJUDICATION OF BIDS

15.1 Procurement Points System

Bids will be adjudicated using the following points formula

15.1.1 Financial Component (MAX = 80 points)

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

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

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

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

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

16. **DISQUALIFICATION OF BID**

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

17. **DELEGATION OF AUTHORITY BY EMPLOYER**

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

18. **STAMP DUTIES**

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

19. **BID RULES BINDING**

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

20. **LANGUAGE OF THE CONTRACT**

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

21. SUCCESSFUL BIDDERS

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

GENERAL CONDITIONS OF CONTRACT

CONTENTS

	PAGE
1. DEFINITIONS	18-19
2. APPLICATION	19
3. GENERAL	20
4. STANDARDS	20
5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION	20
6. PATENT RIGHTS	21
7. INSPECTIONS, TESTS AND ANALYSIS	21
8. DELIVERY AND DOCUMENTS	21
9. INSURANCE	22
10. INCIDENTAL SERVICES	22
11. PAYMENT	22
12. PRICES	22
13. CONTRACT AMENDMENTS	23
14. ASSIGNMENT	23
15. SUBCONTRACTS	23
16. DELAYS IN THE SUPPLIER'S PERFORMANCE	23-24
17. PENALTIES	24
18. TERMINATION FOR DEFAULT	24
19. FORCE MAJEURE	24
20. TERMINATION FOR INSOLVENCY	24
21. SETTLEMENT OF DISPUTES	25
22. LIMITATION OF LIABILITY	25
23. GOVERNING LANGUAGE	25
24. APPLICABLE LAW	25
25. NOTICES	25
26. TAXES AND DUTIES	26

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

2. APPLICATION

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

3. GENERAL

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

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

6. PATENT RIGHTS

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

7. INSPECTIONS, TESTS AND ANALYSES

- 7.1 All pre-bidding testing will be for the account of the bidder.
- 7.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Municipality.
- 7.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 7.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 7.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 7.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 7.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 7.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

8. DELIVERY AND DOCUMENTS

8.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract.

8.2 Documents to be submitted by the supplier are specified in Bid notice.

9. INSURANCE

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

10. INCIDENTAL SERVICES

10.1 The supplier may be required to provide any or all of the following services, including additional services:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

10.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

10.3 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in 24 hours, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

11. PAYMENT

11.1 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

11.2 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

11.3 Payment will be made in Rand.

12. PRICES

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

13. CONTRACT AMENDMENTS

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

14. ASSIGNMENT

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

15. SUBCONTRACTS

- 15.1 Sub-contractors are allowed for this contract.

16. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

17. PENALTIES

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

18. TERMINATION FOR DEFAULT

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

19. FORCE MAJEURE

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

20. TERMINATION FOR INSOLVENCY

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

21. SETTLEMENT OF DISPUTES

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

22. LIMITATION OF LIABILITY

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

23. GOVERNING LANGUAGE

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

24. APPLICABLE LAW

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

25. NOTICES

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

26. TAXES AND DUTIES

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

PROJECT SPECIFICATIONS

PROJECT SPECIFICATIONS

CONTENTS

	Page
1 Work included in the Specifications	29
2 Compliance with Specification & Statutory Regulations	29
3 Authorised Orders	29
4 Contact Person's Telephone Numbers & Addresses	29
5 General Requirements	29
5.1 Safety Requirements	29
5.2 Completion of schedule of rates	29
6 Invoice	30
7 Contractors Liability	30
8 Contract price adjustment	30
9 Functionality	30-31

1. WORK INCLUDED IN THE SPECIFICATIONS

In accordance with the conditions of this contract at the prices stated, the work included in this specification consists of Ngqikiza headwalls on 15 crossings.

The scope of works include but not limited to the following:

- Excavation, levelling, backfilling and compaction in preparation for concrete bases.
- Casting concrete bases (1.5m x 1m) as per Client in preparation for headwalls.
- Building of inlet headwalls.
- Building of outlet headwalls
- Backfill and compact using suitable materials around headwalls.
- Provision of bag wash finish on headwalls.

2. COMPLIANCE WITH SPECIFICATION & STATUTORY REGULATIONS

Material supplied should meet SABS standard and drawing to be issued by Client.

3. AUTHORISED ORDERS

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

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

4. CONTACT PERSON'S TELEPHONE NUMBERS & ADDRESSES

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

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

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

5.0 GENERAL REQUIREMENTS

5.1 Safety Requirements

ALL SAFETY REQUIREMENTS ARE THE RESPONSIBILITY OF THE CONTRACTOR

5.2 Completion of Schedule of Rate

The cost supplied by the tenderer shall be completed in such a way, that for each item be completed. Failure to complete the schedule as required may invalidate the Bid.

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

- i) The cost of purchase and delivery of material
- ii) All Prices/Rates are inclusive of **VAT**

6 INVOICE

Each invoice shall refer to the Project Name and shall have attached thereto original invoice and payment certificate signed by the Contractor's representative and the Official in Charge of the Site.

7 CONTRACTOR'S LIABILITY

The Contractor shall be responsible for the quality of material used and workmanship.

8 CONTRACT PRICE ADJUSTMENT

All rates as submitted shall be "Fixed Price" (i.e. there shall be no price adjustment) for the duration of the Contract.

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

Bidders must be registered on **CIDB** with **1CE or higher** and **2CE or higher** for only Construction of Concrete Slab from operations and maintenance at Green to Swazini in Ward 09. **(Failure to attach will lead to disqualification)**

10 FUNCTIONALITY ASSESSMENT

Functionality (Max = 40 points for Concrete Slab from operations and maintenance at Green to Swazini Only)

For all other projects Max = 30

Bidders need to SCORE a minimum of 30 points in order to proceed to Price Evaluation for Concrete Slab Green to Swazini only.

Bidders need to SCORE a minimum of 20 points in order to proceed to Price Evaluation for all other projects

TENDER CRITERIA	Max points available
-----------------	----------------------

TENDER CRITERIA	Max points available
<u>Plant and Equipment</u> Plant and Equipment (Attach certified copy of proof from Enatis ownership (Logbook) and Valid Licencing Disc OR letter of intent from the owner and proof of E- Natis of the owner must be accompanied by Owners Logbook and Valid Licencing Disc) The letter of intent must signed and be on the letterhead of the company and be commissioned of oath (Failure to adhere to that will to loose points) TLB	(10 Max) 10
Technical Expertise • Occupational Health and Safety Officer has between 1 or more years' experience in a role as safety officer on Construction of Roads Projects with SAMTRAC Qualification or Equivalent (attach CV with references and SAMTRAC Qualification) NB: (Attach certified copies of Qualifications with original stamp of not older than 3 months).	(10 Max) 10
Paved Roads Maintenance/Construction Experience • Attach One Signed Completion letters or Signed Appointment letters with recommendation letters of At least One Project of value greater than R 200 000.00. • For Construction of Concrete Slab from operations and maintenance at Green to Swazini in Ward 09 Letters must be Two. Note: The certificate of completion must be on a letterhead of the client, must be addressed to the contractor who was awarded the contract and must include the tender/service order number and contract amount. The Letter of Completion must be signed and dated by an official from the client. Note: If the Completion letters does not show the value of the tender, kindly attach it together with Appointment letter. NB – Kindly note that completion letters will be verified from the clients.	(20 Max) 10 each
Total points scored	40 Max

Bidders must take note of the following bid conditions:

1. Attach Compliant Pin to be verified on SARS website.
2. Bidders must be registered on CIDB with 1CE or higher and 2CE or higher for Concrete Slab in Ward 09
3. Failure to completely fill in the tender forms e.g. Form of Offer, declaration of interest and other MBD Forms will result in a tender deemed non-responsive.
4. Failure to submit and complete or supplementary information will result in the tender being null, void and non-responsive.
5. Failure to submit a certified signed copy of SANAS approved BBBEE Certificate OR a signed sworn affidavit with original stamp from Commission of Oath, will result in a bidder losing points allocated for BBBEE.
6. For JV Bidders must attach a combined valid SANAS approved B-BBEE certificate or a certified copy. (Failure to attach will lose points)
7. Current Rates clearance for the Company or Its Directors statement which is not older than 90 days obtained from your respective Municipality or signed valid lease agreement by both parties Lessor and Lesser. If exempted please attach letter of exemption from your respective Municipality's revenue office as proof that the bidder or Its Directors as per the Municipality's valuation roll does not own any property which is not later than 90 days.
8. The Port St Johns Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.
9. All alterations in prices/quotes must be signed for and failure to sign will result in tender deemed non-responsive

Bidders must further note that:

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

11 PERFORMANCE MANAGEMENT CRITERIA

- Duration of the Projects is 2 Months

12 VALIDITY PERIOD REQUIREMENT

- 90 days validity

13 PROJECT MANAGEMENT

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

14 DELIVERY DATE

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

15 PREFERENTIAL EVALUATION FOR CRITERIA

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

16 INSTRUCTIONS TO BIDDERS

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

17 INVALID OR NON-SUBMISSION OF THE DOCUMENTS LISTED ABOVE WILL LEAD TO THE DISQUALIFICATION

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

18 SERVICES TO BE PROVIDED

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

19 PARTICIPATING

19.1 Participation in this bid is open to everyone.

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

20 VARIANT SOLUTIONS

20.1 Any variant solutions will not be taken into consideration.

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

21 ADDITIONAL INFORMATION BEFORE THE DEADLINE FOR SUBMISSION OF BIDDERS

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

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

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

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

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

22 SUBMISSION OF BID

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

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

The envelope should carry the following information:

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

23 ALTERATIONS OR WITHDRAWAL OF BIDS

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

24 COSTS FOR PREPARING BIDS

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

25 OWNERSHIP OF BIDS

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

26 CONFIDENTIALITY

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

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

27 ETHICS CLAUSES

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

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

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

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

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

28 DOCUMENTARY EVIDENCE REQUIRED FROM THE SUCCESSFUL BIDDER

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

29. SIGNATURE OF CONTRACT (S)

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

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

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

30 CANCELLATION OF THE BIDS PROCEDURE

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

31. CANCELATION MAY OCCUR WHEN:

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

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

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

SCHEDULE OF QUANTITY

SCHEDULES OF QUANTITIES

1. NODUVA A/R : CONSTRUCTION OF HEADWALLS

Item No.	Description	Unit	Qty	Rate	Amount
1	Excavation, levelling and compaction in preparing for concrete bases.	No.	30		
2	Cast concrete bases for both inlet & outlet sides (1.5m x 1m) as per Client satisfaction.	No.	30		
3	Build inlets.	No.	15		
3	Build outlets.	No.	15		
4	Backfill and compact using suitable materials around.	m ³	50		
5	Bagged texture finish to walls.	m ²	120		
5	Subtotal				
	Vat				
	Total				

FORMS TO BE COMPLETED BY BIDDER

FORMS TO BE COMPLETED BY BIDDER

Certificate of authority for signatory	41
Form of offer	42
Schedule of Plant	45
Schedule of work carried out by Bidder	46
Declaration of Local Production	47
Past Experience	50
Contract Form – Rendering of Services	51
Declaration of Bidders Past Supply Management Practices	52
Certificate of Independent Bid Determination	54
Compulsory Enterprise Questionnaire	59
Tax Clearance Requirements	61
Preference Point Claim Form In Terms Of The Preferential Procurement (ECBD 6.1)	64
Forms To Be Completed By Bidder After Award Of Bid	70
Contract Forms	72-75

CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

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

..... 20 at

Mr

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

this Bid and Contract No.

on behalf of (block capitals)

.....

SIGNED ON BEHALF OF COMPANY..... :

IN HIS CAPACITY AS

DATE :

SIGNATURE OF SIGNATORY

WITNESSES : 1.

2.

FORM OF OFFER

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

Sir,

CONTRACT NO: PSJLM-ENG-2020/21-12

PORT ST JOHN'S: SUPPLY AND PLACING OF CONCRETE

1. Having examined all the documents for the above-named Works (as listed in the schedule of Contract documents, as well as any notices to tenderers and/or addenda subsequently issued, I/we the undersigned offer to construct, complete and remedy any defects in the said Works in conformity with the above-said documents, notices to tenderers and addenda, for the sum of

..... *

(R*) (*including VAT)

or such other sum as may be determined in accordance with the terms of the Contract.

2. I/we acknowledge that all the certificates, schedules and forms included in this document for completion by the Tenderer have been fully completed by me/us and form part of my/our tender.
3. I/we undertake to complete and deliver the whole of the Works comprised in this Contract, within the time stated in the Appendix to Tender, adjusted in terms of the Contract.
4. In the event of my/our not completing the whole of the Works within the period tendered by me/us in paragraph 3 hereof, I/we agree to pay the Employer, as a penalty for such default, the sum or amount stipulated in the Appendix to Tender for each calendar day or part thereof in excess of my/our tendered time for completion and the Employer may, without prejudice to any other method of recovery, deduct such sum monthly from any monies due or to become due to me/us.
5. If my/our tender is accepted, I/we undertake -
 - (a) within the time stated in the Appendix to Tender to provide a Contract surety/guarantee in terms of Clause 10 of the General Conditions of Contract for the sum or amount stipulated in the Appendix to Tender for the due

performance of the Contract under the terms of a Deed of Suretyship in the form included in this document, with such modifications as you may approve;

(b) to sign the form of agreement included in this document within a period of twenty-one days of receipt of written acceptance of my/our tender, subject to the prior provision of the approved Contract surety/guarantee by me/us.

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

.....
in the Republic of South Africa.

Yours faithfully

SIGNED ON BEHALF OF TENDERER :

NAME OF SIGNATORY (IN CAPITALS):

SIGNED ON THIS THEDAY OF..... OF THE YEAR
.....

ON BEHALF OF

ADDRESS :

TELEPHONE NUMBER: FAX NUMBER:

CELLPHONENUMBER:.....E-MAIL

SCHEDULE OF PLANT

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

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

DESCRIPTION, SIZE, CAPACITY	NUMBER

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

(State details of arrangements made, with delivery dates)

DESCRIPTION, SIZE, CAPACITY	NUMBER

SCHEDULE OF WORK CARRIED OUT BY BIDDER

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

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

SIGNATURE OF SIGNATORY:

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.

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

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

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

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

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

.....

NB

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

the bidder.

- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

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

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

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

PAST EXPERIENCE 1

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

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

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT): _____

CAPACITY: _____

SIGNATURE: _____

NAME OF FIRM: _____

DATE: _____

WITNESSES

1 _____

2 _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	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>audialterampartem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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)? <i>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</i>	Yes ☐	No ☐
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 ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No

4.4	<i>Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</i>	Yes ☐	No ☐
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 ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

Signature

Date

Position

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

MBD 9

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

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

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

Signature

Date

Position

Name of Bidder

T2.2 D Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:
..

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

Section 3: Professional registration number, if any:
.

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number
..

Close corporation number
.

Tax reference number
...

Section 6: Record in the service of the state

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

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

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

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

stakeholder		Current	Within last 12 months

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

- b) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

_____ Date _____

Name _____ Position _____
Enterprise
Name _____

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 bidders 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.
- 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.



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate**Purpose**Select the applicable optionTenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)		
Trading name (if applicable)		
ID/Passport no	Company/Close Corp. registered no	
Income Tax ref no	PAYE ref no	7
VAT registration no	SDL ref no	L
Customs code	UIF ref no	U
Telephone no	Fax no	
E-mail address		
Physical address		
Postal address		

Particulars of representative (Public Officer/Trustee/Partner)

Surname		
First names		
ID/Passport no	Income Tax ref no	
Telephone no	Fax no	
E-mail address		
Physical address		

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company?..... YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of or .

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

PREFERENCE POINT CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2001

PURCHASES

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points as well as summary for preference points claimed for attainment of other specified goals.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDIs), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000; and
- the 90/10 system for requirements with a Rand value above R1000 000.

1.2 The value of this bid is estimated to exceed/ not exceed R500 000 and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified in the attached forms.

1.3.1 The points of this bid are allocated as follows:

POINTS

1.3.1.1 PRICE

90

1.3.1.2 BBBEEE

B-BBEE contributor	Status	Level	Number of Points
	1		10
	2		9
	3		8
	4		5
	5		4
	6		3
	7		2
	8		1
	Non-Compliant		0

1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that Preference points are not claimed.

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

2. GENERAL DEFINITIONS

- 2.1 **“Accepted bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.
- 2.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to any invitation by an organ of state for the provision of goods, works or services.
- 2.3 **“Comparative price”** means the price after the factors of no-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.4 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state.
- 2.6 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations 2001.
- 2.6.1 In addition to the above-mentioned goals, Regulations [12. (1)] also makes provision for organs of state to give particular consideration to procuring locally manufactured products.
- 2.7 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.8 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or a lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.9 **“Equity Ownership”** means, the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen
- (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993)(“the interim Constitution); and/or
 - (2) who is female; and/or
 - (3) who has a disability

Provided that a person who obtained South African citizenship on or after the coming to effect of the interim Constitution, is deemed not to be a HDI.

- 2.11 **“Management”** means an activity inclusive of control and performed on daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interest as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 **“Person”** includes reference to a juristic person

- 2.14 **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and exercise duties.
- 2.15 **"Small, Medium and Micro Enterprise (SMME)"** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 **"Sub-contracting"** means the primary contractor's assigning or leasing or making out to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17 **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individual(s) classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.

3.2 Where individuals are not actively involved in the management and daily operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity

4. ADJUDICATION USING A POINT SYSTEM

- 4.1 The bidder obtaining the highest number of points will be awarded the contract.
- 4.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 4.3 Points score will be rounded off to 2 decimal places.
- 4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

5. POINTS AWARDED FOR PRICE

5.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Rand value of bid under consideration

$P_{\min}$ = Rand value of lowest acceptable bid

6. BBEEE

B-BBEE contributor	Status	Level	Number of Points
	1		10
	2		9
	3		8
	4		5
	5		4
	6		3
	7		2
	8		1
	Non-Compliant		0

7. BID DECLARATION

7.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

9. DECLARATION WITH REGARD TO EQUITY

9.1 Name of firm

9.2 VAT registration number

9.3 Company registration number

9.4 TYPE OF FIRM

☐ Partnership

☐ One person business/sole trader

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transport, etc.

[TICK APPLICABLE BOX]

9.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

9.8 List all shareholders by Name, Position, Identity Number, Citizenship, HDI status and Ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	*HDI Status			% of business /enterprise owned
				No franchise prior to elections	Women	Disabled	

* Indicate YES or NO

9.9 Consortium or Joint Venture

9.9.1 In the event that preference points are claimed for HDI members by consortia / joint venture, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member.

Name of HDI member (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the HDI member

9.10 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.

- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have-
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (b) 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;
 - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

1.

.....

SIGNATURE(S) OF BIDDER(S)

2.

DATE.....

ADDRESS.....

.....

.....

.....

FORMS TO BE COMPLETED BY BIDDER AFTER AWARD OF BID

FORMS TO BE COMPLETED BY BIDDER AFTER AWARD OF BID

CONTRACT FORMS

67

CONTRACT FORM – RENDERING OF SERVICES

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

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

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to the Department of Roads and Transport in accordance with the requirements and specifications stipulated in bid number ELM/15/2009 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid
 - Tax clearance certificate
 - Pricing schedule(s)
 - Technical specification(s)
 - Preference certificate in terms of the Preferential Procurement Regulations 2001.
 - Declaration of interest
 - Special conditions of Contract;
 - (ii) General Conditions of Contract;
 - (iii) Other (Specify)
2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

CONTRACT FORM – RENDERING OF SERVICES

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM.....

DATE

WITNESSES

1.

2.

DATE

CONTRACT FORM – RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

ITEM No.	PRICE (VAT INCL)	BRAND	DELIVERY PERIOD	POINTS CLAIMED FOR HDI'S	POINTS CLAIMED FOR RDP GOALS

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

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

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESS

1.

2.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes	No
4.1.1	If so , furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register For Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website , www.treasury.gov.za. Click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes	No
4.2.1	If so , furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so , furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so , furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder