

CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY



CAPITAL PROJECT

PROFESSIONAL SERVICES FOR REFURBISHMENT OF EKULINDENI WATER TREATMENT WORKS

Contract No. ALMP14/2022

Chief Albert Luthuli Local Municipality PO Box 24 CAROLINA 1185 Contact for Administration: Name: Mrs AT Mamba Telephone. (017) 843 4036	Chief Albert Luthuli Local Municipality PO Box 24 CAROLINA 1185 Contact for Technical: Name: Mr Bongani Thela Telephone. (017) 843 4084/5
Tenderer	
Registration Number:	
Total of the prices inclusive of Value Added Tax: R	
Amount in Words	
.....	

CLOSING DATE & TIME: 26 APRIL 2023

CONTENTS

1. BID INVITATION (MBD1)
2. TERMS OF REFERENCE
3. FORM OF OFFER AND ACCEPTANCE
 - C1 SPECIAL CONDITIONS OF CONTRACT
 - C2 PRICING SCHEDULE (MBD 3.3)
 - C3 SCOPE OF WORKS
4. BID FORMS
 - 4.1 TAX CLEARANCE
 - 4.2 PRICE SCHEDULE
 - 4.3 DECLARATION OF INTEREST (MBD 4)
 - 4.4 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)
 - 4.5 CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)
 - 4.6 CONTRACT FORM - RENDERING OF SERVICES

1. INVITATION TO BID

PROFESSIONAL SERVICES FOR REFURBISHMENT OF EKULINDENI WATER TREATMENT WORKS

You are hereby invited to submit proposals: PROFESSIONAL SERVICES FOR REFURBISHMENT OF EKULINDENI WATER TREATMENT WORKS.

BID NUMBER: ALMP14/2022 **CLOSING DATE:** 26 APRIL 2023 **CLOSING TIME:** 12h00

DESCRIPTION: PROFESSIONAL SERVICES FOR REFURBISHMENT OF EKULINDENI WATER TREATMENT WORKS.

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

BID DOCUMENTS MAY BE

DEPOSITED IN THE BID BOX SITUATED AT:

- the ground floor in the Chief Albert Luthuli Municipality Head Office in CAROLINA

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

- The bid box is generally open during normal office hours from 07h30 to 16h30.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

The following conditions will apply:

- Price(s) of the bid must be valid for at least ninety (90) days from date of your offer.
- Price(s) of the bid must be firm and must be inclusive of VAT.
- This bid will be evaluated in terms of the 80/20 or 90/10 preference point system as prescribed in the Preferential Procurement Policy Regulation 2022.
- The successful service provider will be the one scoring the highest points on price and the municipal objectives.
- No telegraphic or facsimile proposals will be considered.
- Financial proposals from bidders who are non-tax compliant will be disqualified.
- Tender document must be completed in full and signed.

Failure to comply with these conditions will invalidate your offer.

NB: No bids will be considered from persons in the service of the state¹

¹ * MSCM Regulations: "in the service of the state" means to be –
 (a) a member of –
 (i) any municipal council;
 (ii) any provincial legislature; or
 (iii) the national Assembly or the national Council of provinces;

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

THE FOLLOWING PARTICULARS MUST BE FURNISHED

(FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER

VAT REGISTRATION NUMBER

HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2)? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU?

YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE.....TOTAL NUMBER OF ITEMS OFFERED.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: Chief Albert Luthuli Local Municipality

Department: Supply Chain Management Unit

Contact Person: Mrs AT Mamba

Tel: 017 843 4036

Fax: 017 843 4001

ANY EQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr Bongani Thela

Tel: 017 843 4084/5

Fax: 017 843 4001

2. TERMS OF REFERENCE (TOR)

PROSPECTIVE BIDDERS ARE HEREBY INVITED TO SUBMIT PROPOSALS FOR PROFESSIONAL SERVICES FOR REFURBISHMENT OF EKULINDENI WATER TREATMENT WORKS.

1. General Information:

Purpose

The Municipality is soliciting financial proposals within the panel of appointed service providers (ALMT10/2022 PANEL OF CONSULTING ENGINEERS: WATER AND SANITATION)

Type of contract

The contract will be a once of project. It is anticipated that work will begin next financial year.

Submission of proposals

A single Envelope System will be used. Bidders must submit financial proposals in one envelope marked clearly the **MUNICIPAL MANAGER, CHIEF ALBERT LUTHULI MUNICIPALITY, BID ALMP14/2022, "PROFESSIONAL SERVICES FOR REFURBISHMENT OF EKULINDENI TREATMENT WORKS"**.

The sealed tenders must be deposited in the Tender Box of the Municipality on or before the closing date of 26 April 2023 at 12:00 where after they will be opened in public. Late proposals will not be accepted\considered as well as those submitted via facsimile or email.

Financial Proposals must be accompanied by:

- Completed tender documents.
- Copy of the Company registration document (CK)
- Tax clearance certificate or Sars pin
- Proof of CSD
- Municipal rates account not older than 3 months and not in arrears for more than 90 days or lease agreement together with the landlord's municipal rates account that are in order.

One original hard copy must be submitted. Failure to submit all required documents will lead to disqualification of the tender.

Proposals must be signed by an authorized agent to bind the service provider to its provisions.

B. Background:

The project entails the professional services for refurbishment of Ekulindeni Water Treatment Works. This project will serve the Ekulindeni community.

- The proposed Refurbishment infrastructure will consist of the following:
- River Abstraction and Weir
- Flocculation Channels
- Clarifiers
- Filters
- Main Treatment Works Building and Pumpstation
- Staff Quarters

Project Objectives

The specific objective is to carry out feasibility studies, project proposals, preliminary designs, designs, bid documentation, bid process facilitation and construction supervision of the Refurbishment of the WTW and compiling a proposal that should address:

- (i) technical issues in relation to the required service,
- (ii) financial matters (capital costs estimate),
- (iii) institutional matters (capacity to own, operate and maintain infrastructure), and
- (iv) Environmental considerations regarding the infrastructure development proposals.

Scope of Works\Deliverables

The contract entails the following:

The scope of works for the Consultant will follow the Guidelines set out below.

Normal Services

Stage 1 – Inception

Establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies)

- (1) Assist in developing a clear project brief.
- (2) Attend project initiation meetings.
- (3) Advise on procurement policy for the project.
- (4) Advise on the rights, constraints, consents and approvals.
- (5) Define the scope of services and scope of work required.
- (6) Conclude the terms of the agreement with the client.
- (7) Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
- (8) Determine the availability of data, drawings and plans relating to the project.
- (9) Advise on criteria that could influence the project life cycle cost significantly.
- (10) Provide necessary information within the agreed scope of the project to other consultants involved.

Deliverables will typically include:

- Agreed scope of services and scope of work.
- Signed agreement.
- Report on project. site and functional requirements.
- Schedule of required surveys, tests, analyses, site and other investigations.
- Schedule of consents and approvals.

Stage 2 - Concept and Viability (Often called Preliminary Design)

Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project)

- (1) Agree documentation programme with principal consultant and other consultants involved.
- (2) Attend design and consultants' meetings.
- (3) Establish the concept design criteria.
- (4) Prepare initial concept design and related documentation.
- (5) Advise the client regarding further surveys, analyses, tests and investigations which may be required.
- (6) Establish regulatory authorities' requirements and incorporate into the design.
- (7) Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- (8) Establish access, utilities, services and connections required for the design.
- (9) Coordinate design interfaces with other consultants involved.
- (10) Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
- (11) Provide cost estimates and life cycle costs as required.
- (12) Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

Typical deliverables will include:

- Concept design.
- Schedule of required surveys, tests and other investigations and related reports.
- Process design.
- Preliminary design.
- Cost estimates as required.

Stage 3 - Design Development (also termed Detail Design)

Develop the approved concept to finalize the design, outline specifications, cost plan, financial viability and programme for the project)

- (1) Review documentation programme with principal consultant and other consultants involved.
- (2) Attend design and consultants' meetings.
- (3) Incorporate client's and authorities' detailed requirements into the design.
- (4) Incorporate other consultant's designs and requirements into the design.
- (5) Prepare design development drawings including draft technical details and specifications.
- (6) Review and evaluate design and outline specification and exercise cost control.
- (7) Prepare detailed estimates of construction cost.
- (8) Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
- (9) Submit the necessary design documentation to local and other authorities for approval.

Typical deliverables will include:

- Design development drawings.
- Outline specifications.
- Local and other authority submission drawings and reports.
- Detailed estimates of construction costs.

Stage 4 - Documentation and Procurement

Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeously procurement of necessary resources for execution of the project.

- (1) Attend design and consultants' meetings.
- (2) Prepare specifications and preambles for the works.
- (3) Accommodate services design.
- (4) Check cost estimates and adjust designs and documents if necessary to remain within budget.
- (5) Formulate the procurement strategy for contractors or assist the principal consultant where relevant.
- (6) Prepare documentation for contractor procurement.
- (7) Review designs, drawings and schedules for compliance with approved budget.
- (8) Assist in calling for tenders and/or negotiation of prices and/or assist the principal consultant where relevant.
- (9) Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.
- (10) Assist in the evaluation of tenders.
- (11) Assist with the preparation of contract documentation for signature.
- (12) Assess samples and products for compliance and design intent.

Typical deliverables will include:

- Specifications
- Services co-ordination
- Working drawings
- Budget construction cost
- Tender documentation
- Priced contract documentation.

Stage 5 - Contract Administration and Inspection

Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.

- (1) Attend site handover.
- (2) Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- (3) Carry out contract administration procedures in terms of the contract.
- (4) Prepare schedules of predicted cash flow.
- (5) Prepare pro-active estimates of proposed variations for client decision making.
- (6) Attend regular Site, technical and progress meetings.
- (7) Inspect works for conformity to contract documentation.
- (8) Adjudicate and resolve financial claims by contractor(s).
- (9) Assist in the resolution of contractual claims by the contractor.
- (10) Establish and maintain a financial control system.
- (11) Clarify details and descriptions during construction as required.
- (12) Prepare valuations for payment certificates to be issued by the principal agent.
- (13) Witness and review of all tests and mock ups carried out both on and off site.
- (14) Check and approve contractor drawings for design intent.
- (15) Update and issue drawings register.
- (16) Issue contract instructions as and when required.
- (17) Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- (18) Inspect the works and issue practical completion and defects lists.
- (19) Arranging for the delivery of all test certificates, including the Electrical Certificate of Compliance. Statutory and other approvals, as built drawings and operating manuals.

Typical deliverables will include:

- Schedules of predicted cash flow.

- Construction documentation
- Drawing register
- Estimates for proposed variations.
- Contract instructions
- Financial control reports
- Valuations for payment certificates
- Progressive and draft final account(s)
- Practical completion and defects list
- Electrical Certificate of Compliance

Stage 6 - Close-Out

Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project.

- (1) Inspect and verify the rectification of defects.
- (2) Receive, comment and approve relevant payment valuations and completion certificates.
- (3) Prepare and/or procure operations and maintenance manuals, guarantees and warranties.
- (4) Prepare and/or procure as-built drawings and documentation.
- (5) Conclude the final accounts where relevant.

Typical deliverables will include:

- Valuations for payment certificates
- Works and final completion lists
- Operations and maintenance manuals, guarantees and warranties
- As-built drawings and documentation
- Final accounts
 - Note that bidders must only include the price for specified additional services indicated below:
 - Geotechnical investigation

- Survey
- Level 3 Construction Monitoring
- Preparing detailed operation and maintenance plans
- Performing operational Health and Safety Act, 1995 duties on behalf of the municipality.

Proposals are invited from a single service provider or consortia. If no single service provider or consortium meets the capacity requirements, the **MUNICIPALITY** reserves the right to request service providers who meet other evaluation criteria to form a consortium for the purpose of this project.

2. Project Management

The service provider will be expected to provide **progress reports** monthly to the **MUNICIPALITY** and attend a **monthly Project Steering Committee meeting**, where progress as well as challenges will be discussed.

The service provider will designate one member of its team as a Project Manager who will be the single point of contact for the **MUNICIPALITY** on a regular basis.

3. Evaluation criteria

- A. Adjudication during the bidding process will be subject to:-
 - Price
 - Chief Albert Luthuli Municipal Objectives as per the Preferential Procurement Policy
- B. Point Systems:
 - The 80/20 point system will apply for projects with a fee value up to R50,000,000.
 - The 90/10 point system will apply for projects with a fee value above R50,000,000.
- C. Price/Functionality Formula:

Price formula

The formula to be used to calculate the points for price is as follows:

$$Ps = 80 \text{ or } 90 \left\{ 1 - \frac{(Pt - Pmin)}{Pmin} \right\}$$

where

Ps = Points score for price
 Pt = Comparative price of bid under consideration
 Pmin = Comparative price of the lowest acceptable bid
- D. Preferential points will be awarded as per the Chief Albert Luthuli Municipality Preferential Procurement policy whereby 80 or 90 points will be awarded for price and 20 or 10 points will be awarded in terms of the following objectives:
 - Enterprises that are at least 50% women-owned (maximum 5 points)
 - Enterprises that are at least 50% owned by disabled persons (maximum 5 points))
 - Enterprises with at least a 50% ownership by Youth (maximum 5 points)
 - Locality within Chief Albert Luthuli Municipality (maximum 5 points)

4. Project Duration

It is anticipated that work will begin in 2023/24 financial year and it will be a once of project

5. Briefing session

There will be no briefing for this tender.

For more information contact:

Person: Bongani Thela
Contact no: 017 843 4084/5
Fax no: 017 843 4001
E-mail: bonganit@albertluthuli.gov.za

C1.1 Form of Offer and Acceptance

Offer

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

ALMP14/2022

PROFESSIONAL SERVICES FOR REFURBISHMENT OF EKULINDENI TREATMENT WORKS

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

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

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

Signature	Date
Name	
Capacity	
for the tenderer	
(Name and	
address of	
organization)	
.....	
Name and	
signature	
of witness	

Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

The tenderer shall within 28 days after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature	Date
Name	
Capacity	
for the Employer	CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY
	PO BOX 24
	CAROLINA'
	1185
Name and signature of witness	
	Date
.....	

Schedule of Deviations

Notes:

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

1 Subject

Details

.....

.....

.....

2 Subject

Details

.....

.....

.....

3 Subject

Details

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4 Subject

Details

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5 Subject

Details

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.....

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed

copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

For the Tenderer:

For the Employer:

..... Signature

..... Name

..... Capacity

Name and address of organisation:

Name and address of organisation:

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

..... Witness Signature

..... Witness Name

..... Date

C1. SPECIAL CONDITIONS OF CONTRACT

1. Tenders are hereby invited to submit financial proposals for the professional services providers to assist the municipality.
2. Price(s) of the bid, which must be firm and VAT inclusive, must be valid for at least ninety (90) days from date of your offer.
3. Bidders must initial all the pages of the Bid document and sign the Bidder particulars page in full.
4. Bidders must complete the original Bid document in black ink, and notice must be taken that tip-ex may not be used in the document.

Council reserves the right to accept any cost proposal in a tender submitted or part thereof and will not be obliged to accept the lowest tender price submitted in a tender OR any cost proposal submitted.

C2. PRICING SCHEDULE

(Professional Services)

Name of Bidder:.....	Bid Number:
.....	
.....	
.....	
Closing Time: Closing Date	

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

Fill in the tables below:

Item	Project Phase	Normal Claimable Fees	Rate	Amount
1	Inception	5 %		
2	Concept and Viability	25 %		
3	Design Development	25 %		
4	Documentation and Procurement	15 %		
5	Contract administration and Inspection	25 %		
6	Close - Out	5 %		
	Total	100 %		

ADDITIONAL SERVICES

Item	Project Phase	Normal Claimable Fees	Rate	Amount
7	Time-basis Construction Monitoring	12 Months		
8	Construction Monitoring Travel costs	12 Months		
9	Documentation and Printing	1 Sum		
10	EIA	1 Sum		
11	OHS	1 Sum		
	Total Professional Fees			
	10% Contingencies			
	Subtotal A			
	15 % VAT			
	Total Project Professional Fees			

C3. Scope of work

C3.1 Client's Objective

The appointment for provision of consulting engineer services are requested for the planning, preliminary design report (PDR), detailed design, drafting, construction specification, tender documentation and tender evaluation, construction supervision, monitoring and successful completion of the project for the Chief Albert Luthuli Municipality.

C3.1. 2 Overview of the Works

In order to ensure service delivery and ensure that the projects are finished before the end of relevant years, the municipality has decided to call for proposals to complete the above-mentioned project.

C3.1.3 Extent of the Works

The work to be carried out by the consultant under this contract comprises mainly of the following:

- a) The preliminary and detailed design for the above-mentioned project
- b) Compiling of Tender Documentation & Procurement specification
- c) Liaison with the Chief Albert Luthuli Municipality for the Tender advertisement of the project
- d) Manage the appointment of an Environmental consultant
- e) Manage the appointment of an OH&S consultant
- f) Provide Contract administration and supervision
- g) Successful completion and finalisation of project
- h) Submission of Close-Out report (Closure and final Report) and AS-Built drawings

Note: Following the completion of the designs, the Service provider will be called on by the project manager to come and present to the Project Management Unit for approval of the designs before tender documentation is finalized.

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

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

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

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

3.9.1 If yes, furnish particulars

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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 as a company or person 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 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	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	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

MBD 9

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:

Chief Albert Luthuli Municipality
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly 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 rendering of services indicated
hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within
30 (thirty) days after receipt of an invoice.

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE: