



BA-PHALABORWA MUNICIPALITY

CONTRACT NUMBER: 07/22/23

SUPPLY OF PERSONAL PROTECTIVE EQUIPMENTS FOR THREE (3) YEARS AS AND WHEN NEEDED

NAME OF BIDDER	:	
CONTACT PERSON	:	
TEL NUMBER	:	
FAX NUMBER	:	
TOTAL BID OFFER (INCL VAT)	:	R

MUNICIPAL MANAGER

BA-PHALABORWA MUNICIPALITY

Private Bag X 01020

PHALABORWA

1390

CLOSING DATE: 22 September 2022
10h00

NOTES TO BIDDERS

- 1. CRITERIA USED FOR THE ADJUDICATION OF INFRASTRUCTURE RELATED BIDS**

1.1 The points are allocated as follows:

1.2 For projects is less than R50 000 000. 00 the distribution of points of 80/20 will used.:

a. **Functionality – A bidder must obtain a minimum of 60% under functionality to qualify for further evaluation.**

Responsive bids will be evaluated using a point system which awards on the basis set out in the table below:

TENDER EVALUATION CRITERIA FOR QUALITY	WEIGHTING
PROJECT IMPLEMENTATION APPROACH <ul style="list-style-type: none">• Programme of Works• Cash Flow Projections	40
FINANCIAL CAPACITY <ul style="list-style-type: none">• BANK RATING	10
PREVIOUS EXPERIENCE <ul style="list-style-type: none">• Relevant experience in similar projects	50
TOTAL	
N.B To qualify for further evaluation on this project, the bidder must obtain a minimum score of 60% on functionality.	

b. Price – 80 points

c. Preference Points for B-BBEE- 20 Points

The preference points are allocated on a pro-rata basis.

- 1.3 Bidders submitting two or more offers on the same bid under different names without declaring interest shall be disqualified.
- 1.4 Bidders submitting two or more offers on the same bid, the highest offer will not be considered.
- 1.5 Bid prices that are more than the budget will not be considered
- 1.6 Proper completions and signing of all prescribed parts of the bid form is a compulsory requirement. Any bid offer that do not provide all the required information completely and in a form that is required, may be regarded as non-responsive.
- 1.11 It is a condition of this 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.
- 1.12 Bidders must submit valid tax clearance certificates for each and every bid. Failure to do so may invalidate the bid. No contract may be awarded to a bidder who has failed to submit an original tax clearance certificate from SARS.
- 1.13 Preference points may be allocated to a Joint Venture or Consortium formed with a local company within the local or district municipality where the project is going to take place.
- 1.14 The points split must not be less than 60/40. In case of any points split other than the one mentioned above, the full preference points will be awarded to the bidder in the highest grade in terms of equity ownership
- 1.19
- 1.20 Only the original bid form stamped by the Ba-phalaborwa Municipality will be accepted. All MBD Form 1 to 9 must be completed in full as they form basis for evaluation
- 1.21 The bidder shall not make any alterations or additions to the bid document, except to comply with the instructions issued. Any necessary or corrected errors made by the bidder shall require the signatories of the company or firm to initial on all such alteration. Erasure and the use of masking fluid are prohibited.
- 1.22 The Ba-phalaborwa Municipality shall upon awarding of the bid at the rand value of R1.0 million and above, require the bidder to provide a surety, securities and/or guarantees from an accredited financial institution prior to the signing of the contract and commencement of works.
- 1.24 The special conditions of contract take precedent on any of the conditions of contract that are to be applied.

- 1.25 The bidder shall familiarise him/herself with the relevant conditions of contract for the awarded bid and signing of such contracts before commencement of works.
- 1.26 In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate. The bidder must utilize the standard Joint Venture Agreement.
- 1.27 It remains the responsibility of the service provider to ensure compliance to Occupational Health and Safety Act, 1993 (Act no. 85 of 1993) and the approval by the South African Bureau of Standard (SABS),

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SCHEDULE OF DOCUMENTS

The Bid Documents for this Contract comprise the following:

Issued to Bidders

This Document, comprising:

THE BID

T1: Bidding procedures

T1.1. Bid Notice and Invitation to Bid

T1.2. Bid Data

T1.3 Conditions of Bid

T2: Returnable documents

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

1. Returnable Schedules Required for Bid Evaluation Purposes
 - 1.1 Resolution of Board of Directors
 - 1.2 Resolution of Board of Directors to enter into consortia or JV's
 - 1.3 Special Resolution of Consortia or JV's
 - 1.4 Schedule of proposed sub-contractors
 - 1.5 MBD 1-9
 - 1.6 Compulsory Enterprise Questionnaire
2. Other Documents Required for Bid Evaluation Purposes
 - 2.1 Capacity and experience of Bidder
 - 2.2 Evaluation Schedule: Bidder's experience
 - 2.3 Evaluation Schedule: Proposed organisation and staffing
 - 2.4 Evaluation Schedule: Experience of key staff
 - 2.5 Record of consultancy services provided to organs of state
3. Returnable Schedules that will be incorporated into the Contract
 - 3.1. Record of Addenda to bid documents
 - 3.2. Clarification Meeting Attendance Certificate
4. Other documents that will be incorporated into the Contract
 - 4.1 MBD 3.3: Schedules of Fees and Disbursements (Part C2, The Contract)

THE CONTRACT

C1: Agreement and Contract Data

- C1.1 Form of Offer and Acceptance
 - i. Form of Offer
 - ii. Form of Acceptance

C1.2 Contract Data

- Part 1: Data provided by the Employer
- Part 2: Data provided by the Service Provider

C2: Pricing data

C2.1 Pricing Instructions

C2.2 BILL OF QUANTITY

C3: Scope of Work

C3. Scope of Work



BA-PHALABORWA MUNICIPALITY

TENDER NO:07/22/23

T1.1 Tender Notice and Invitation to Tender

Ba-Phalaborwa Municipality hereby invites service providers with high skills, capacity and experience to supply personal protective equipment to Ba-Phalaborwa Municipality.

Tender Documents will be available for free of charge on the municipal website and E-portal .

Compulsory briefing session will be held on 15/09/2022 Prospective tenders will meet the Client at Ba-Phalaborwa Local Municipality offices in the Activity Hall at**10h00 AM**

Completed tender documents sealed in an envelop and marked "**TENDER NO: 07/22/23 supply personal protective equipment, CLOSING DATE: 22/09/2022**" should be deposited in the tender box at **Ba-Phalaborwa Municipality** not later than the **10H00 on the 22/09/2022**

Bidders should take note of the following bidding conditions:

- **Submission of the following documents is compulsory (See T2.1) and shall form part of the tender evaluation: copies of tenderer's Company Profile, Original Tax Clearance Certificate, Company Registration Certificate, tenderer's VAT Registration Certificate, Certificate of Authority for Joint Venture, tenderer's Experience , Record of consultancy services provided to organ of state, Proof of Indemnity Insurance and Certificate for Municipal Services and Payments by Directors/Shareholders/Partners/JV**
- **Late tenders, telegraphic or telefax transmission Tender/Proposals will not be accepted.**
- **Ba-Phalaborwa Municipality Supply Chain Management Policy shall apply in the evaluation and awarding of the Tender.**
- **Ba-Phalaborwa Municipality does not bind itself to accept the lowest price and reserves the right to accept the whole or part of the bid.**
- **Ba-Phalaborwa Municipality reserves the right not to appoint.**
- **The Tender validity shall be 90 (Ninety) day from the date of closure with an option to extend the period if necessary.**

Information can be directed to the Safety Officer, **Ms Erica Masinamela** during office hours on (015) 780 6363

DR KKL PILUSA

ACTING: MUNICIPAL MANAGER

NOTICE NO.: ...31//22 and 32/22

T1.2: BID DATA

CLAUSE NUMBER	
	<p>The conditions of bid are the Standard Conditions of Bid as contained in this document</p> <p>The Standard Conditions of Bid for procurement makes several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid for procurement other than disposals.</p> <p>Each item of data given below is cross-referenced to the clause marked "F" in the above mentioned Standard Conditions of Bid</p>
F.1.1	The employer is the Ba-Phalaborwa Municipality
F.1.2	<p>For this contract the single volume approach is adopted.</p> <p>The list of Returnable Documents identifies which of the documents a bidder must complete when submitting a bid offer. The bidder must submit his bid offer by completing the Returnable Documents including the fully priced Activity Schedule, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the single volume procurement document back to the Baphalaborwa Local Municipality bound up as it was when it was received.</p> <p>The bid documents issued by the Employer comprise of the following:</p> <p>BID Part T1: Bidding procedures T1.1 - Bid notice and invitation to bid T1.2 - Bid data</p> <p>Part T2: Returnable documents T2.1- List of returnable documents T2.2 - Returnable schedules</p> <p>CONTRACT Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data</p> <p>Part C2: Pricing data C2.1 Pricing instructions C2.2 Priced fees and disbursements</p> <p>Part C3: Scope of work C3 Scope of work</p>
F.1.4	<p>The employer's agent is:</p> <p>Name: Dr KKL Pilusa Capacity: Acting Municipal Manager</p>
	<p>Address: Ba-Phalaborwa Municipality PRIIVATE BAG X 01020 Phalaborwa 1390</p> <p>Tel:015 780 6300 Fax:015 780 6393 E-mail:pilusal@ba-phalaborwa.gov.za</p>

<p>F.2.1</p>	<p>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</p> <ol style="list-style-type: none"> 1. Bidder is qualified and professionally registered for the consultancy service to be provided 2. Bidder has the managerial capacity, reliability and experience regarding the nature of the project 										
	<p style="text-align: right;">Only those</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #ffff00;">Description of quality criteria</th> <th style="background-color: #ffff00;">Maximum number of bid evaluation points</th> </tr> </thead> <tbody> <tr> <td>Bidder's experience, Organisation, staffing and physical resources , Experience of key staff (above 60% bidders are eligible for further evaluation)</td> <td></td> </tr> <tr> <td>Price</td> <td style="text-align: center;">80</td> </tr> <tr> <td>BBBEE</td> <td style="text-align: center;">20</td> </tr> <tr> <td>Maximum total evaluation points.</td> <td></td> </tr> </tbody> </table> <p>bidders who score a minimum score of 60 % in respect of the following quality criteria are eligible to submit bids.</p>	Description of quality criteria	Maximum number of bid evaluation points	Bidder's experience, Organisation, staffing and physical resources , Experience of key staff (above 60% bidders are eligible for further evaluation)		Price	80	BBBEE	20	Maximum total evaluation points.	
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BBBEE	20										
Maximum total evaluation points.											
<p>F.2.7</p>	<p>The arrangements for the <u>compulsory</u> briefing session are as follows:</p> <p>Location: Municipal Activity Hall Date: 15/09/2022 Starting time: 10:00</p> <p>Confirmation of attendance to be notified:</p> <p>Name: Ms Erica Masinamela ----- Address: Ba-phalaborwa Municipality Private Bag X 01020 Phalaborwa 1390</p> <p>Tel: 015 780 6363 Fax: 015 781 0726 E-mail: masinamelae@ba-phalaborwa.gov.za</p>										
<p>F.2.13.5 F 2.15</p>	<p>The employer's address for delivery of bid offers and identification details to be shown on such bid offer package are:</p> <p>Location of bid box: Ba-phalaborwa Municipality Civic Centre Physical address: Cnr selati and mandela As indicated in the bid notice</p>										

F.2.13.6 F.3.5	A Two-envelope procedure will not be followed.
F.2.15.1	The closing time for submission of bid offers is 10H00 and on 22 /09/2022
F.2.16.1	The bid offer validity period is 90 calendar days (12 weeks)

F.2.22	Not a requirement.
F.2.23	The bidder is required to submit with his bid an original valid Tax Clearance Certificate issued by the South African Revenue Services
F.3.4	<p>The location for opening of the bid offers, immediately after the closing time thereof shall be at:</p> <p>Time:</p> <p>Location: Ba-Phalaborwa Municipality civic centre, Activity Hall</p>

<p>F.3.11</p>	<p>The procedure for the evaluation of responsive bids is Method 4.</p> <p>Scoring Financial Offer:</p> <p>Bid offers will be scored using the following formula:</p> $N_{FO} = P_m/P \times W_1$ <p>where N_{FO} = Number of bid evaluation points awarded for the financial offer. W_1 = The percentage score given for financial offer and equals 80 P_m = The comparative offer of the most favourable bid offer as calculated in terms of Schedule 4.1 P = The comparative offer of bid offer under consideration as calculated in terms of Schedule 4.1</p> <p>Scoring Quality Offer:</p> <p>The score for quality is to be calculated using the following formula:</p> $W_Q = W_2 \times S_o/M_s$ <p>where: W_Q = Total evaluation points for quality awarded for the quality offer. W_2 = The percentage score given for quality and equals 60 S_o = The score for quality allocated to the submission under consideration as calculated in terms of Schedule 2.2, 2.3 and 2.4 M_s = The maximum possible score for quality in respect of a submission.</p> <p>Scoring the Financial / Quality combined Offer:</p> $S = N_{FO} + W_Q$ (calculated separately for each bid offer) <p>The score for quality and financial offer is to be combined, before the addition of the score for preference, as follows:</p> $W_C = W_3 \left(1 + \frac{(S - S_m)}{S_m} \right)$ <p>where W_3 = The number of bid evaluation points for quality and financial offer and equals: 1) 80 where the comparative financial value inclusive of VAT of all responsive bids received have a value in excess of R200 000 and Not exceeding R50 000 000; or 2) 80 where the comparative financial value inclusive of VAT of one or more responsive bid offers equals or is less than R50 000 000. S = The sum of score for quality and financial offer of the submission under consideration. S_m = Sum of the score for quality and financial offer of the submission scoring the highest number of points.</p> <p>The comparative financial value is calculated in terms of the bided fee percentage, the Guideline Tariff of Fees as per the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000 and the estimated Cost of the Works</p> <p>Scoring for Preferences:</p> <p>Up to 100 minus W_3 bid evaluation points will be awarded to bidder who completes the referencing schedule and who is found to be eligible for the preference claimed.</p> <p>Points for Direct Preference will be calculated according to the equity ownership of the bid under consideration as a proportion of the percentages stated in the Notice and Invitation to Bid T1.1</p> <p>By using the following formula for either persons who had no franchise in elections, women or disabled persons equity:</p> $N_p = N_{op} \times E_p/100$
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	<p>where N_p = Preference points. N_{op} = The maximum bid evaluation points provided for in the Preferential Procurement Policy Framework Act. E_p = The percentage of equity for either the groups referred to.</p> <p>Calculate Total bid Evaluation Points:</p> <p>The point calculated for price / quality combination will be added to the point scored for preference for each individual bid offer according to the formula:</p> <p>Total bid evaluation points = $W_C + N_p$</p>

F.3.11.3	<p>Quality shall be scored independently by not less than three evaluators in accordance with the following schedules:</p> <ul style="list-style-type: none"> • Bidder's experience • Organisation & staffing • Experience of key staff <p>Scores of 24, 42, 54 or 60 will be allocated to each of the criteria and sub-criteria based on the indicators contained in these schedules. The scores of each of the evaluators will then be averaged, weighted and then totalled to obtain the final score for quality.</p>
F.3.11	The minimum number of evaluation points for quality is 60% of the maximum quality score
F.3.13.1	<p>Bid offers will only be accepted if:</p> <ul style="list-style-type: none"> • the bidder has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services • the bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges for the Guideline Tariff of Fees as per the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) • the bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and • the bidder has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given written notice to this effect. • it is considered that the performance of the services will not be compromised through any conflict of interest.
F.3.18	The number of paper copies of the signed Contract to be provided by the Employer is one.

T1.3: ANNEX F: STANDARD CONDITIONS OF BID

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

F.1 GENERAL

F.1.1 Actions

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

F.1.2 Bid Documents

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

F.1.3 Interpretation

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

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

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

- a) **comparative offer** means the bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other bided parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the bid process; and
- c) **fraudulent practice** means there is representation of the facts in order to influence the bid process or the award of a contract arising from a bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

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

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

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a bid process or the rejection of all responsive bid offers re-issue a bid covering substantially the same scope of work within a period of six months unless only one bid was received and such bid was returned unopened to the bidder.

F.2 BIDDER'S OBLIGATIONS

F.2.1 Eligibility

Submit a bid offer only if the bidder complies with the criteria stated in the bid data and the bidder, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of bidding

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

Request clarification of the bid documents, if necessary, by notifying the employer at least five working days before the closing time stated in the bid data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The bidder is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the bid offer

F.2.10.1 Include in the rates, prices, and the bided total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful bidder, such duties, taxes and levies being those applicable 14 days before the closing time stated in the bid data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the bided total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the bid data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

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

F.2.12 Alternative bid offers

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

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

F.2.13 Submitting a bid offer

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

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the bid offer communicated on paper as an original plus the number of copies stated in the bid data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

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

F.2.13.5 Seal the original and each copy of the bid offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the bid data, as well as the bidder's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the bid data, place and seal the returnable documents listed in the bid data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the bid data, as well as the bidder's name and contact address.

F.2.13.7 Seal the original bid offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the bid data.

F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the bid offer if the outer package is not sealed and marked as stated.

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

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

F.2.15 Closing time

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

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

F.2.16 Bid offer validity

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

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

F.2.17 Clarification of bid offer after submission

Provide clarification of a bid offer in response to a request to do so from the employer during the evaluation of bid offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the bid offer is sought, offered, or permitted. The total of the prices stated by the bidder shall be binding upon the bidder.

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

F.2.18 Provide other material

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

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other bid documents

If so instructed by the employer, return all retained bid documents within 28 days after the expiry of the validity period stated in the bid data.

F.2.23 Certificates

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

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the bid closing time stated in the Bid Data and notify all bidders who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the bid documents to each bidder during the period from the date of the Bid Notice until seven days before the bid closing time stated in the Bid Data. If, as a result a bidder applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and, will then notify it to all bidders who drew documents.

F.3.3 Return late bid offers

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

F.3.4 Opening of bid submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each bid offer properly received:

- a) meets the requirements of these Conditions of Bid,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the bid documents.

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

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the bidder's risks and responsibilities under the contract, or
- affect the competitive position of other bidders presenting responsive bids, if it were to be rectified.

Reject a non-responsive bid offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

Check responsive bid offers for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected.

Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.

- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern and the bidder will be asked to revise selected item prices (and their rates if a bills of quantities applies) to achieve the bided total of the prices.

Consider the rejection of a bid offer if the bidder does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a bid offer

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

F.3.11 Evaluation of bid offers

F.3.11.1 General

Ba-Phalaborwa Municipality Supply Chain Management committees shall evaluate the bid. Reduce each responsive bid offer to a comparative offer and evaluate it using the bid evaluation method that is indicated in the Bid Data and described below as contained in the Supply Chain Management Policy:

Method 1: Financial offer	<ol style="list-style-type: none"> 1) Rank bid offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	<ol style="list-style-type: none"> 1) Score bid evaluation points for financial offer. 2) Confirm that bidders are eligible for the preferences claimed and if so, score bid evaluation points for preferencing. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest. 5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	<ol style="list-style-type: none"> 1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score bid evaluation points for financial offer. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest. 5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Method 4: Financial offer, quality and preferences	<ol style="list-style-type: none"> 1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score bid evaluation points for financial offer. 3) Confirm that bidders are eligible for the preferences claimed, and if so, score bid evaluation points for preferencing. 4) Calculate total bid evaluation points. 5) Rank bid offers from the highest number of bid evaluation points to the lowest.
	6) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive bid offers using the following formula:

$N_{FO} = W_1 \times A$ where:

N_{FO} = the number of bid evaluation points awarded for the financial offer.

W_1 = the maximum possible number of bid evaluation points awarded for the financial offer as stated in the Bid Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Bid Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$

where:

P_m = the comparative offer of the most favourable bid offer.

P = the comparative offer of bid offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Bid Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

If requested by the proposed successful bidder, submit for the bidder's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of bid offer

F.3.13.1 Accept bid offer only if the bidder satisfies the legal requirements stated in the Bid Data

Bidders will firstly be evaluated on their responsiveness as follows:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

- If a tax clearance certificate, tax pin or certified copy thereof not older than three months (or in the case of a joint venture, of all the partners in the joint venture) has not been submitted with the bid document on closing date of the bid.
- If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
- Failure to complete the schedule of quantities as required, i.e only lump sums provided.
- Scratching out, writing over or painting out rates, without initialling next to the amended rates or information, affecting the evaluation of the bid.
- The use of correction fluid (i.e. tippex) or any erasable ink, e.g. pencil.
- Non-attendance of mandatory/compulsory briefing session
- The Bid has not been properly signed by a party having the authority to do so, according to the example of “Authority for Signatory”
- No authority for signatory submitted – See example, where it is stated that a duly signed and dated original or certified copy of the company’s relevant resolution (for each specific bid) of their members or their board of directors, must be submitted.
- The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract
- The bid has been submitted either in the wrong bid box or after the relevant closing date and time
- If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person
 - ○ who is in the service of the state, or;
 - if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
- Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- Bid offers will be rejected if the bidder has furnished the municipality with fraudulent documents.
- Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
- Form of offer not completed and signed by the authorized signatory.
- Certified ID copies of the directors/ members/ proprietors not older than three months

- BBB-EE certificate (optional)/In case of joint venture consolidated BBB-EE certificate must be submitted
- Bank Grading of the company (contractor) /in case of joint venture Lead company(Contractor) must submit.
- COIDA Letter of Good Standing
- Latest registration report of Central Supplier database (CSD) with valid reference number.

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

F.3.14 Notice to unsuccessful bidders

After the successful bidder has acknowledged the employer's notice of acceptance, notify other bidders that their bid offers have not been accepted.

F.3.15. Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the bid documents to take account of:

- a) addenda issued during the bid period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful bidder, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of bid require the bidder to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.18 Provide copies of the contracts

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

T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

1. RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

- 1.1 Resolution of Board of Directors
- 1.2 Resolution of Board of Directors to enter into consortia or JV's
- 1.3 Special Resolution of Consortia or JV's
- 1.4 Schedule of proposed sub-contractors

- 1.5 MBD 1-9
- 1.6 Compulsory Enterprise Questionnaire

2. OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

- 2.1 Capacity and experience of Bidder
- 2.2 Evaluation Schedule: Bidder's experience
- 2.3 Evaluation Schedule: Proposed organisation and staffing
- 2.4 Evaluation Schedule: Experience of key staff
- 2.5 Record of consultancy services provided to organs of state

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

- 3.1. Record of Addenda to bid documents
- 3.2. Clarification Meeting Attendance Certificate

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

- 4.1 MBD 3.3: Schedules of Fees and Disbursements (Part C2, The Contract)

T2.2 RETURNABLE SCHEDULES

SCHEDULE 1.1

RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

Held at _____ (place)

On _____ (date)

RESOLVED that:

- 1. The Enterprise submits a Bid / Bid to the Ba-Phalaborwa Municipality in respect of the following project:

Bid / Bid Number:

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: : _____

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

	Name	Capacity	Signature
1			
2			
3			
5			
6			

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

SCHEDULE 1.2

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

On _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Bid, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

2. to the to the Ba-Phalaborwa Municipality in respect of the following project:

SUPPLY PERSONAL PROTECTIVE EQUIPMENT:

Bid / Bid Number:

3. *Mr/Mrs/Ms:

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

and who will sign as follows: _____

be, and is hereby, authorized to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

4. The Enterprise accepts joint and several liabilities with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

5. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:		ENTERPRISE STAMP
<ol style="list-style-type: none"> 1. * Delete which is not applicable 2. NB. This resolution must be signed by <i>all</i> the Directors / Members / Partners of the Bidding Enterprise 3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page 		

SCHEDULE 1.3:

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (*place*)

On _____ (*date*)

RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Ba-Phalaborwa Municipality in respect of the following project:

SUPPLY PERSONAL PROTECTIVE EQUIPMENT:

Bid / Bid Number:

A. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____(Position

in the Enterprise) and who will sign as follows:

_____ be, and is

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

- B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

- C. The Enterprises to the Consortium/Joint Venture accept joint and several liabilities for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.

- D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Municipality 30 days' written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.

- E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.

- F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. * Delete which is not applicable

2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

SCHEDULE 1.4:

SCHEDULE OF PROPOSED SUB-CONTRACTORS

We will notify you that it is our intention to employ the following sub-contractors for work in this contract. If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed sub-consultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed subcontractor	Nature and extent of work	Previous experience with sub-contractor
1			
2			
3			
4			
5			

Name of representative	Signature	Capacity	Date

Name of organisation:	
------------------------------	--

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BA-PHALABORWA MUNICIPALITY

BID NUMBER:
.....

CLOSING DATE:
.....

CLOSING TIME:

DESCRIPTION.....
.....

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

DOCUMENTS MUST BE:

DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)

CIVIC CENTRE OFFICE
MUNICIPAL MAIN OFFICE,
PHALABORWA
1389

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 24 hours a day, 7 days a week.

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

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. PPPFA & associated regulations
5. 2011 Procurement Regulations Guidelines

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY 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 IS
SIGNED.....

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: BA-PHALABORWA
MUNICIPALITY
Department: SUPPLY CHAIN
MANAGEMENT
Contact Person: WILLARD SELEPE
Tel: 015 780 6300
Fax: 015 780 6393

ANY REQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Ms Erica Masinamela
Tel: 015 780 6363
Fax: 015 781 0726

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

C2.2: BILL OF QUANTITY

1. Period required for commencement with project after acceptance of bid: **7 days**
2. Are the fee percentage and the rates quoted firm for the full period of contract?
.....
3. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....
.....

2022- 2025

ITEM NO.1	DESCRIPTION	Safety Boots (Males)	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> • A rugged safety boot with full grain leather • Double density PU sole with SRC slip resistance rating • Heat resistant up to 95 degrees celcius • Extra wide fitting steel toe cap • Antistatic • Generous styled upper for increased foot space • Reflective tape inset • Colour: Black 		SIZE 05 - 13	700		
ITEM no.2	DESCRIPTION	Safety shoes Males	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> • A comfortable safety shoe with advanced comfort engineering • Double density PU sole with SRC slip resistance rating • Heat resistant up to 95 degrees celcius • Extra wide fitting steel toe cap • Antistatic • Generous stled upper for increased foot space • Reflective tape inset • Colour: Black 		Size 6 -13	100		
ITEM no.3	DESCRIPTION	Ladies Safety shoes	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> • Genuine Nubuck Split Buffalo leather 		Size 3 - 9	250		

	<ul style="list-style-type: none"> Ankle High Extra padded collar for comfort Dual density PU sole with steel toe cap Colour: Black/Pink 					
ITEM NO. 4	DESCRIPTION	Laddies Safety Boots	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> Genuine Smooth leather Ankle high Extra padded collar for comfort Dual Density PU sole with steel toe cap Colour: Black/Pink 		Size 2 - 9	100		
ITEM no.5	DESCRIPTION	Two-piece Overall: Royal Blue	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> Two piece Overall 65% cotton & 35% polyster fibre Two side pockets Cellphone pocket with stud fastening flap Breast pocket with pen division and stud fastening flap • Colour: Royal blue The abbreviation letter of BPM big letter pitch black to be printed at the back of the top. Reflective bands on both Tops and Trousers The Municipality logo to be embroidered on top left hand side of the pocket and the financial year to be embroidered at the bottom of the logo as follows: 2022/24 		Size 32 - 56	1000		
ITEM no. 6	DESCRIPTION Orange	Two Piece Overall:	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> Two piece Overall 65% cotton & 35% polyster fibre Two Side Pockets Cellphone pocket with stud fastening flap Breast Pocket with pen division and stud fastening flap Colour: Orange The abbreviation letter of BPM big letter pitch black to be printed at the back of the top Reflective bands on both Tops and Trousers The Municipality logo to be embroidered on top left hand side of the pocket and the financial year to be embroidered at the bottom of the logo as follows: 2022/24 		Size 32 -50	300		
ITEM no. 7	DESCRIPTION	Two-piece Overall Electrical: Fern Green	UNIT	QTY	RATE	AMOUNT
			Size 32 -50	500		

	<ul style="list-style-type: none"> • Two piece Overall • Fire Retardant Conti-suit • Two Side Pockets • Cellphone pocket with stud fastening flap • Breast Pocket with pen division and stud fastening flap • Colour: Fern Green • The abbreviation letter of BPM big letter pitch black to be printed at the back of the top • Reflective bands on both Tops and Trousers • The Municipality logo to be embroidered on top left hand side of the pocket and the financial year to be embroidered at the bottom of the logo as follows: 2022/24 					
ITEM no.8	DESCRIPTION	Two Piece Overall : Acid Resistant	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> • Two Piece Overall • Acid Resistant conti-suit • Two Side Pockets • Cellphone pocket with stud fastening flap Pocket with pen division and stud fastening flap Breast pocket division and stud fastening flap • Colour: Olive green • The abbreviation letter of BPM big letter pitch black to be printed at the back of the top • Reflective bands on both Tops and Trousers • The Municipality logo to be embroidered on top left hand side of the pocket and the financial year to be embroidered at the bottom of the logo as follows: 2022/24 		Size 32 - 54	600		
ITEM no. 9	DESCRIPTION	Two Piece Overall Khakhi	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> • Two-Piece Overall • 65% cotton & 35% polyster fibre • Two side pockets • Cellphone pocket with stud fastening flap • Breast pocket with pen division and stud fastening flap • Colour: Khakhi • The abbreviation letter of BPM big letter pitch black to be printed at the back of the top • The Municipality logo to be embroidered on top left hand side of the pocket and the financial year to be embroidered at the bottom of the logo as follows: 2022/24 		Size 32 - 56	500		
ITEM no.10	DESCRIPTION	Two-piece Overall Welders: Royal Blue	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> • Two-piece Overall 		Size 38 - 44	60		

	<ul style="list-style-type: none"> • j54 – 100% cotton • Suitable for welders • SABS Fabric • Two side Pockets • Cellphone Pocket with stud fastening • Breast pocket with pen division and stud fastening flap • Colour: Royal Blue • The abbreviation letter of BPM big letter pitch black to be printed at the back of the top • Reflective bands on both Tops and Trousers • The Municipality logo to be embroidered on top left hand side of the pocket and the financial year to be embroidered at the bottom of the logo as follows: 2022/24 					
ITEM no.11	DESCRIPTION	Laddies Overall : Royal Blue	UNIT	QTY	RATE	AMOUNT
			Size 32 -56	200		
	<ul style="list-style-type: none"> • Laddies Overall • 65% cotton & 35% polyster fibre • Short Sleeve • Button front • Two side pockets • Breast pocket with pen division • Length: Underneath • Colour: Navy Blue • The abbreviation letter of BPM big letter pitch black to be printed at the back of the top • The Municipality logo to be embroidered top left hand side of the pocket and the financial year to be embroidered at the bottom of the logo as follows: 2022/24 					
ITEM no.12	DESCRIPTION	Laddies Overall : Cleaners	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> • Laddies Overall • 65% Cotton & 35% polyster fibre • Short Sleeve • Button Front • Two side pockets • Breast pocket with pen division • Colour: Sky Blue • The abbreviation letter BPM big letter pitch to be printed at the back of the top. • The Municipality logo to be embroidered on top left hand side of the pocket and the financial year to be embroidered at the bottom of the logo as follows: 2022/24 		Size S – 3XL	100		

ITEM no.13	DESCRIPTION	Laddies Safety Shoes: Cleaners	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> High Performance Full grain cow leather Easy fitting design 		Size 4 -9	100		
	<ul style="list-style-type: none"> Lightweight dual density polyurethane Taibrelle moisture wicking lining 					
ITEM no. 14	DESCRIPTION	Bush Hat	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> 60 cm 100% Cotton Easy to adjust Colour: Khakhi Embroidery of Ba-phalaborwa logo in front of the hat and the financial year to be embroidered at the bottom of the logo as follows: 2022/24 		Size One Fits All	2000		
ITEM no. 15	DESCRIPTION	SOCKS	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> Half horse Cotton Colour: Grey 		Size Fits All	5000		
ITEM no. 16	DESCRIPTION	Socks Cleaners	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> Cushion Foot Wool Colour: Black 		Size Fits All	300		
ITEM no. 17	DESCRIPTION	Dustcoats	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> Button Front Polycotton Colour: white & Grey The abbreviation letter BPM big letter pitch black to be printed at the back of the top The Municipality logo to be embroidered on top left hand side of the pocket and the financial year to be embroidered at the bottom of the logo as follows: 2022/24 		Size S – 4XL	300		
ITEM no. 18	DESCRIPTION	Golf Shirts	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> Golf shirts 195gm 100% cotton Polycotton Colour: Navy Blue, Green, Khakhi, Royal Blue and Orange The abbreviation letter BPM big letter pitch Black be printed at the back of the top. The Municipality logo to be embroidered on top left hand side of the pocket and the financial year to be embroidered at the bottom of the logo as follows: 2022/24 		Size S – 5XL	5000		
ITEM no.19	DESCRIPTION	Polarwear Jacket	UNIT	QTY	RATE	AMOUNT
			Size S – 4XL	500		

ITEM no.20	<ul style="list-style-type: none"> • 250 gram padded freezer jacket with nylon outer shell and oxford inner lining • Colour: Navy • The abbreviation letter BPM big letter pitch black be printed at the back of the top. • The Municipality logo to be embroidered on top left hand side of the pocket and the financial year to be embroidered at the bottom of the logo as follows: 2022/24 				
DESCRIPTION	Gumboots	UNIT	QTY	RATE	AMOUNT

	<ul style="list-style-type: none"> Economy General purpose boots Mens type Colour : Black 	Size 5 - 13	500			
ITEM no. 21	DESCRIPTION	PVC Rainsuit men's two piece	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> Jacket and trouser set Press studs and zip closure Draw string hood 0.35mm reinforced PVC -Polyster PVC With draw string bag Colour: yellow/ Navy Blue 	Size S - 5XL	1000			
ITEM no.22	DESCRIPTION	PVC Rainsuit laddies	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> Dress type press studs and zip closure Draw string hood 0.35 mm reinforced PVC- Polyester - PVC .with draw string bag Colour: Yellow /Navy Blue 	Size M - 3XL	500			
ITEM no. 23	DESCRIPTION	SHINPADS	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> Penetration Resistance Shock Absorbing Flame Resistance shell Dimention: 47x18x10cm Material: Plastic Colour: Orange 	Size one fits all	200			
ITEM no. 24	DESCRIPTION	KIDNEY BELT	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> Velcro faster Strong upright steus for back support heavy duty elastic 	Size M - 2XL	50			
ITEM NO. 25	DESCRIPTION	CHAINSAW OPPERATEOR HLEMET	UNIT	QTY	RATE	AMOUNT
	Face mask half helmet and headband for the PVC material, the visor for the PC	Size	50			

	material, metal package design, double-sided with plastic protective film. Impact resistance, high temperature, antispash, anti-sand. Can be free with, easy to install, comfortable to wear. The knob screw can be adjusted to fit you head size. Mask can removable, easy to disassemble, can replace the mask. Forehead have sponge pad, comfortable to wear, let you work at ease. Mainly applicable to mowing.					
ITEM NO. 26	DESCRIPTION	CHAINSAW TUNIC	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> • Double Stched • 65% polyster 35% Cotton • YKK Zipper • High Tension Thread used • High Reflecting/Visible Strip 		Size	20		
ITEM NO. 27	DESCRIPTION	CHAINSAW TROUSERS	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> • Double Stched • Protecs Femoral artery and calf coverage • YKK Zipper • High tension thread used • Chain gogging material class 1 @ 20m/ sec rating • Light weight and cool • EU standard: EN 381 – 5'95 		Size	20		
ITEM NO. 28	DESCRIPTION	HEARING PROTECTION/ EARPLUGS	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> • NRR 28 • PERFECT FIT • EN 352-2-2002 • SABS APPROVED • 1451- 1998 		Size Fits all	500 Packs		
ITEM NO. 29	DESCRIPTION	CHAINSAW SAFETY BOOTS	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> • Slip Resistant • Oil Resistant • Steel Toe Cap • Ashock Absorption 		Size 6-13	20		
ITEM NO. 30	DESCRIPTION	CHROME LEATHER APRON	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> • SPARK RESISTANT LEATHER • WELDERS 		Size Fits all	100		
ITEM NO.31	DESCRIPTION	SPAT	UNIT	QTY	RATE	AMOUNT

		<ul style="list-style-type: none"> CHROME LEATHER WELDERS 	Size Fits all	10		
ITEM NO.32	DESCRIPTION	WELDING /FURNANCE OPERATORS	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> Heat Resistant Visor Flame retardant overall Chrome leather suit Heat Resistant leather gloves Quick release safety boots 		Size Fits all	20		
ITEM NO.33	DESCRIPTION	REFLECTOR JACKETS	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> High Quality Reflective vest Zip off Sleeves Combination on Lime & Orange 100% polyster Tricot/Mesh Fabric ID pocket, reflective collar Elasticated collar The abbreviation letter BPM big letter pitch black to be printed at the back of the top The Municipality logo to be embroidered on top left hand side of the pocket and the financial year to be embroidered at the bottom of the logo as follows: 2022/24 			100		
ITEM NO.34	DESCRIPTION	REFLECTIVE WAIST COAT	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> Reflective waist coat with Zip and pouch Colours: Lime /Orange 			1000		
ITEM NO. 35	DESCRIPTION	CREW NECK T- SHIRT	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> 145gm 100% cotton 180gm 100% cotton Poly cotton Longsleeve Colour: White 			300		
ITEM NO. 36	DESCRIPTION	FULL BODY HARNESS	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> For working at height Full shock absorption Lnanyard Heavy duty webbing Various systems available 			100		
ITEM NO.37	DESCRIPTION	SWITCHGEAR SUIT	UNIT	QTY	RATE	AMOUNT

	<ul style="list-style-type: none"> • ATP 100 cal/cm² • Extremely comfortable & lightweight enhancing wear safety & mobility • Full triple needle stitched garment • Concealed YKK vizlon zip on jacket • Flame retardant rib knit cuffing • Cal/cm² rating embroidery on heed, jacket, bib & brace & gloves • Arc bag included when purchasing the full suit. 		Size S - 3XL	20		
ITEM NO.38	DESCRIPTION	FIRE SUIT	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> • Flame retardant reflective tape for increased visibility • NOMEX YKK Concealed brass zips on jackets & pants • Triple needle topstitched garment • 50mm Silver flame retardant reflective tape on arms & legs • Mitred laid on jacket pockets, mitred breast pocket with Velcro closure, side slits, hip pocket & mitred cargo pocket both with Velcro flap on pants & one back pocket 		Size 34 - 50	50		
ITEM NO.39	DESCRIPTION	GOLF SHIRTS		QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> • Golf shirts • 195gm 100% cotton • Polycotton • Colour: white • The SAFETY REP below SAFETY COMES FIRST and SAFETY COMMITTEE MEMBER big letter pitch Black be printed at the back of the T. SHIRT. • The Municipality logo to be embroidered on the left hand side on top of the pocket and the financial year to be embroidered at the bottom of the logo as follows: 2022/24 		Size S3XL	300		

ITEM NO.40	DESCRIPTION	CHEMICAL SUIT	UNIT	QTY	RATE	AMOUNT
	<ul style="list-style-type: none"> • CAT II 		Size S- XXXL	10		
	<ul style="list-style-type: none"> • Type 3 single use protective chemical overall • Hooded Hi-viz yellow overall • Elasticated wrist. Face, waist and ankles • Thumb loops and sell-adhesive chin flap for seal on face-masks 					

	<ul style="list-style-type: none"> • Splash or pressurised splash protection for use in a variety of environments including food and chemical processing. • Pharmaceutical manufacturing, pulp and paper industries 			
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		SUMMARY		
		SCHEDULE		
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Item 01	Safety Boots Males	700		
Item 02	Safety shoes Males	100		
Item 03	Laddies Safety shoes	250		
Item 04	Laddies Safety Boots	100		
Item 05	Two-piece overall Royal blue	1000		
Item 06	Two – piece Overall Orange	300		
Item 07	Two- piece Overall Electrical: Fern Green	500		
Item 08	Two – piece Overall: Acid Resistant	600		
Item 09	Two –piece Overall: Khakhi	500		
Item 10	Two-Piece Overall Welders: Royal Blue	60		
Item 11	Two – Piece Overall Navy Blue	200		
Item 12	Laddies Overalls Cleaners: Sky Blue	100		
Item 13	Laddies Shoes Cleaners	100		
Item 14	Bush Hats	2000		
Item 15	Socks	5000		
Item 16	Socks Cleaners	300		
Item 17	Dustcoats White and Grey	300		
Item 18	Golf shirts: Navy Blue, Royal Blue, Green, Orange and Khakhi	5000		
Item 19	Polarwear Jacket	500		
Item 20	Gumboots	500		
Item 21	PVC Rainsuit men’s two piece	1000		

Item 22	PVC Rainsuit ladies	500		
Item 23	Shinpads	200		
Item 24	Kiodney Belts	50		
Item 25	Chainsaw Operator Helmet	50		
Item 26	Chainsaw Chunic	20		
Item 27	Chainsaw Trouser	20		
Item 28	Hearing Protection/Earplugs	500 Packs		
Item 29	Chainsaw Safety Boots	20		
Item 30	Chrome leather Apron	100		
Item 31	Spat	10		
Item 32	Welding/Furnance Operators	20		
Item 33	Reflector Jackets	100		
Item 34	Reflective Waist Coat	1000		
Item 35	Crew Neck T-Shirt	300		
Item 36	Full Body Harness	100		
Item 37	Switch gear Arc Suit	20		
Item 38	Fire suit	50		
Item 39	Golf Shirts	300		
Item 40	Chemical Suit	10		
	Sub total			
	Add Vat 15%			
	Total Quoted Amount Vat inclusive			

C.3 **SCOPE OF WORK**

Background

The project entails the supplying and delivery of the Personal Protective Equipments as and when needed for the employees of Ba-phalaborwa Municipality situated at Civic Centre, Cnr Selati & Sealene Street, Mandela Drive, Phalaborwa

1. **Specification of work**

The following documents shall form part of the requirements of the standard and should be adhered to:

- SABS (South African Bureau of standards)
- SABS ISO 2000 SERIES (quality management and quality assurance)
- OHS At 85 of 1993 and regulations as follows:
 - . General Safety Regulations (GMR 3 (a))
 - . Hazardous Chemical Substances Regulations (HCSR 11)

- . Asbestos Regulations (12)
- . Lead Regulations /912)
- . Environmental Regulations for work places (ERW 2-7)
- _ OHS Act 85 of 1993 and sections as follows: Section 8,9,11 and 12

2. **Quality of material**

The OHS Officer will check whether the quality of material provided comply with the requirements of this standards.

3. **Rates**

The material will be delivered according to specification and quoted amount according to the bill of Quantity.

4. **Monthly Payments**

The Service Provider shall deliver to the Employer the payment certificate for the amounts he/she considers to be due to him/her on or before the 23rd of each month.

The Final claim shall be submitted after the delivery of the Material as certified by the employer.

5. **Employer's obligation to pay**

The Service Provider shall deliver to the Employer the payment certificate and the Employer shall pay the amount due to the supplier within 30 days after receipt by the employer.

Employer's objective

The employer's objective is to supply the Personal Protective Equipment for a period of three (3) Years.

Overview of the works

The OHS Committee will overview the quality of material for Personal Protective Equipment.

Extent of the works

The appointed implementing agent shall be expected to carry out the following with and on behalf of Ba-phalaborwa Municipality:

Project Reporting

The following report will be required (as a minimum) and approval in writing should be sought from the employer at each stage before progressing to the next reporting stage.

* Name of the Service Provider

- * Project Budget
- * Amount spend
- * Amount Remaining
- * Total Number of the items per department
- * Total number of items distributed to the departments
- * Total Outstanding items

COMPULSORY MUNICIPAL BID DOCUMENTS

INVITATION TO BID

(a) YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BAPHALABORWA LOCAL MUNICIPALITY

BID NUMBER: CLOSING DATE:..... CLOSING TIME:.....

DESCRIPTION.....

The successful bidders will be required to fill in and sign a written Contract Form.

BID DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

Cnr Nelson Mandela & Sealane Street
Phalaborwa
1390

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

(b) The bid box is generally open 24 hours a day, 7 days a week.

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

(d) **NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)**

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

.....

POSTAL ADDRESS

.....

STREET ADDRESS

.....

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER

.....

FACSIMILE NUMBER

CODE NUMBER.....

E-MAIL ADDRESS

.....

VAT REGISTRATION NUMBER

.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2)

YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)

YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

A REGISTERED AUDITOR

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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)

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: Ba-Phalaborwa Local Municipality

Department: Finance

Contact Person: Mr. Selepe NW

Tel: (015) 780 6303

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

AS PER THE ADVERT.

MBD 2

TAX CLEARANCE CERTIFICATE

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 form TCC001 "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. Copies of form TCC 001 are available from any SARS branch office nationally or on the website www.sars.gov.za.
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. 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.
6. Exemption to the provision of a Tax Clearance Certificate will be granted provided that:
 - a) The bidder is registered on the vendor database of the municipality and a valid tax clearance certificate was submitted together with the application for registration
 - b) If the closing date of the price quotation or bid falls within the expiry date of the tax clearance certificate that is in the municipality's possession.

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.

1. 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 favoritism, 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 authorized 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, hareholder²):.....

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 –

- (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.

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:

.....
.....

(a) 4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their BBEE rating claims.

Bidders who do not submit B-BBEE Status T Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be

disqualified from the bidding process. They will score points for out of 90 or 80 for price only and zero points out of 10 or 20 for B-BBEE.

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

POINTS

1.3.1.1 **PRICE**.....

1.3.1.2 **B-BBEE STATUS LEVEL OF CONTRIBUTION**.....

Total points for Price and B-BBEE must not exceed 100

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

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

2. DEFINITIONS

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

- 2.17 "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. **ADJUDICATION USING A POINT SYSTEM**

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

4. **POINTS AWARDED FOR PRICE**

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

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

$$\begin{array}{c}
 \frac{80}{20} \quad \text{or} \quad \frac{90}{10} \\
 \frac{1}{P_t - P_{min}} \times \frac{Ps}{80} \quad \text{or} \quad \frac{Ps}{90} \\
 P_{min}
 \end{array}$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

□

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with BBEE Status Level Certificates.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. **BID DECLARATION**

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

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

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

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

8 **SUB-CONTRACTING**

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

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?.....

(iii) the B-BBEE status level of the sub-contractor? (iv)

whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

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

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :.....

9.4 **TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

.....

Registered Account Number

.....

Stand Number

.....

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

.....

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES:

1.

.....

2. SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:

.....

..

.....

..

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.

1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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.

1.5. A person awarded a contract in relation to a designated sector, may not subcontract 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.

1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

- x imported content
- y bid price 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 the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

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

4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date 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:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

**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 Municipality / Municipal Entity):

NB 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.

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 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.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(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, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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.

MBD 9 CERTIFICATE OF

INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and

Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

that: (Name

of Bidder)

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

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

THE CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the following project:

Provision of Supply Services: Supply and deliver Personal Protective Equipment for Period of three (3) Years.

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

By the representative of the bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder offers to perform all of the obligations and liabilities of the service provider / consultant 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 bided fee percentages, calculated in accordance with the Guideline Tariff of Fees as per the Guideline Scope of Services and Tariff of Fees for the following:

MBD 3.3:

1. **Year 2022/2023:**(IN WORDS) of the
Calculated **Tariff of Fees**, as defined by Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Supply Chain Regulations R (In figures).
Inclusive of Vat
2. **Year 2023/2024:**(IN WORDS) of the
calculated **Tariff of Fees**, as defined by Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Supply Chain Regulations R (In figures).
Inclusive of Vat
3. **Year 2024/2025:**(IN WORDS) of the
calculated **Tariff of Fees**, as defined by Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the
Supply Chain Regulations R (In figures). Inclusive of Vat

This offer may be accepted by the employer by signing the acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the bidder before the end of the period of validity stated in the bid data, whereupon the bidder becomes the party named as the provider / consultant in the conditions of contract identified in the contract data.

Signature

.....

Name

.....

Capacity

.....

for **the**
bidder.....

(Name and address of organization)

Name and signature of witness Date

FORM OF ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature

Name

Capacity

for the Employer, the Ba-phalaborwa Municipality, Private Bag X01020 Phalaborwa 1390

Name and signature of witness Date

SCHEDULE OF DEVIATIONS

1. Subject:

Details:

2. Subject:

Details:

3. Subject:

Details:

4. Subject:

Details: _____

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

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

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 2011
 - Declaration of interest
 - 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 fulfilment 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)

WITNESSES

CAPACITY

1

SIGNATURE

.....

NAME OF FIRM

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 numberdated.....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.

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	PREF POINTS CLAIMED FOR HDIs	PREF POINTS CLAIMED FOR RDP GOALS

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1
.....

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

- a) The Employer is the **Ba-Phalaborwa Municipality**
- b) The authorised and designated representative of the Employer is **Ms M.E Masinamela**
- c) The address for receipt of communications is:
 - Tel: 015 780 6363
 - Fax: 015 781 0726
 - E-mail: masinamelae@ba-phalaborwa.gov.za
 - Address: Civic Centre, Phalaborwa cnr Selati & Mandela street
Private Bag X 01020
Phalaborwa
1390
- d) The Project is: **Supply and delivery of Personal Protective Equipment for the Period of three (3) years**, the Performance commences on the date of signature of the Form of (Service Level of Agreement).
- e) The location for the performance of the service is the **Ba-Phalaborwa Municipality**
- f) The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- g) The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:
- h) Appointing Subcontractors for the performance of any part of the Services,
- i) Copyright of documents prepared for the Project shall be vested with the Employer
- j) Interim settlement of disputes is to be by mediation
- k) Final settlement is by litigation
- L) Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within two (2) months from the date of termination or completion of the Contract.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

The Service Provider is: _____

Address: _____

Telephone: _____

Facsimile: _____

The authorised and designated representative of the Service Provider is:

Name: _____

The address for receipt of communications is:

Telephone: _____

Facsimile: _____

Email: _____

Address: _____

MBD 3.3

C2: PRICING DATA

C2.1: PRICING INSTRUCTIONS

- a) These pricing instructions provide the Bidder with guidelines and requirements with regard to the completion of the Schedule of Fees and Disbursements. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Bidder when developing his prices.
- b) The Schedule of Fees and Disbursements shall be read with all the documents which form part of this Contract.
- c) The following words have the meaning hereby assigned to them:

Unit	The Unit of measurement for each item of work in terms of the Scope of Work.
Quantity	The number of units for each item.
Rate	The payment per unit of work at which the bidder bids to do the work.
Amount	The product of the quantity and the rate bided for an item.
Sum	An amount bided for an item, the extend of which is described in the Pricing Instructions, Bill of Quantities or the Scope of Work but the quantity of work of which is not measured in any units.

- d) The quantities set out in the Schedule of Fees and Disbursements are the estimated quantities of the Works, and do not necessarily represent the actual amount of work to be done. The quantities certified for payment, and not the quantities given in the Schedule of Fees and Disbursements, shall be used for determining payments to the Contractor. The Contract Price for the completed contract

shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

- e) The rates to be inserted in the Schedule of Fees and Disbursements are to be full inclusive for the work described under the several items. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the bid is based, as well as overhead charges and profit. Reasonable rates shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- f) A rate is to be entered against each item in the Schedule of Fees and Disbursements, whether the quantities are stated or not. An item against which no rate is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil having been entered against such items and covered by the other prices or rates in the schedule. Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Schedule of Fees and Disbursements and valued at a rate of nil. The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.
- g) The Bidder shall fill in a rate against all items where the words "rate only" appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the bided rate shall apply should work under this item be actually required.
- h) Except where rates only are required, the Bidder shall insert all amounts to be included in his total bided price in the "Amount" column and show the corresponding total bided price.
- i) All rates and sums of money quoted in the Schedule of Fees and Disbursements shall be in Rands and whole cents. Fractions of a cent shall be discarded.
- j) Provisional Amounts shall only be expended on the specific instruction Of the Employer
- k) All prices and rates entered in the Schedule of Fees and Disbursements must be **including of Value Added Tax (VAT)**.
- l) It must be clearly understood that the purpose of the estimated cost of construction work indicated below is to obtain comparable tenders. Professional fees will in all cases be payable based on actual and realised construction costs and the ECSA scale of fees applicable at the time of instruction to proceed with any particular stage of work.