



## BA-PHALABORWA LOCAL MUNICIPALITY

CONTRACT No: **10/22/23**

**BA-PHALABORWA LOCAL MUNICIPALITY REQUESTS FOR  
THE DESIGN, MONITORING AND SUPERVISION OF NEW LANDFILL SITE IN  
PHALABORWA R40 ROAD (RE-ADVERT).**

<b>ISSUED BY:</b>	<b>PREPARED BY:</b>
Supply Chain Management Unit Mr W Selepe Private Bag X 01020 Phalaborwa 1390 Tel: 015 780 6361/2 Fax: 015 781 0726 <a href="mailto:selepew@ba-phalaborwa.gov.za">selepew@ba-phalaborwa.gov.za</a>	Technical Services Department Mr S Madiope Private Bag X 01020 Phalaborwa 1390 Tel: 015 780 6387/6308 Fax: 015 781 0726 <a href="mailto:madiopes@ba-phalaborwa.gov.za">madiopes@ba-phalaborwa.gov.za</a>
<b>NAME OF BIDDER</b>	
<b>BID AMOUNT</b>	
<b>TEL NUMBER</b>	
<b>FAX NUMBER</b>	

## TENDER DOCUMENT

### **VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:**

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

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

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation and regulations, in terms of which provision is made for this policy.

In this document and other documents referred to but not attached, the following words are synonymous with each other.

- a. CLIENT, EMPLOYER, BA-PHALABORWA LOCAL MUNICIPALITY, MUNICIPALITY
- b. BID, TENDER AND VARIATIONS THEREOF
- c. JOINT VENTURE / CONSORTIUM
- d. TENDERER, BIDDER, CONTRACTOR

## FULL DESCRIPTION OF THE TENDER

**BA-PHALABORWA LOCAL MUNICIPALITY** would like to appoint a competent service provider registered on the national Central Supplier Database, for the **DESIGN, MONITORING AND SUPERVISION OF THE LANDFILL SITE IN PHALABORWA.**

### 1. RULES FOR BIDDING

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

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

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

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

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

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

2.6 Bidders will be disqualified if Municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality or municipal entity, are in arrears for more than three (03) months.

2.7 All pages of the Bid document must be fully initialized and or signed by Company Director or any authorised personnel.

2.8 If at any time during the project implementation phase the contractor's **rates** or **prices** are found to be abnormal, irregular and or not market related among other things, the Engineer may after written approval from the Municipality revise them to a practical or market related rate. The amount on the **form of offer** will be considered as the final cost of works.

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2.10 Bidders will be disqualified if:

2.10.1 Any bidders who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after a reasonable written notice was given to that bidder that performance was unsatisfactory or appears on the register / database of defaulters.

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

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

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

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

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

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

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

2.12 Bid offers will be rejected if the bidder or any of his/ her directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities

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Act of 2004 as a person prohibited from doing business with the public sector and all bids would be subjected to vetting.

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

2.14 Bids received by courier services will be considered provided they arrive on time before the due date. Late bids shall neither be accepted nor considered.

2.15 Bidders are advised to fully index and attach a table of contents for their attachments.

2.16 The municipality will accept bid documents delivered via courier companies and by post.

2.17 Tender documents must be submitted in a sealed envelope clearly marked with the project name and number.

2.18 Fully completed and signed tender documents must be deposited into the tender box located at BA-PHALABORWA Local municipality at the entrance of the main building.

2.19 The Municipality is strictly not obliged to appoint the lowest or cheapest bidder.

2.20 All rates or prices must be inclusive of Covid19 Legislative Protocols, Prospective Bidders must strictly adhere to all Covid19 Legislative Regulations when appointed to implement the project.

2.21 For all Technical Inquiries Bidders must in writing contact Mr. S Madiope email: [Madiopes@ba-phalaborwa.gov.za](mailto:Madiopes@ba-phalaborwa.gov.za) **seven (7) calendar days** before the due date. Written responses will be posted **five (5) calendar days** before the due date on the Municipal Website.



## **THE DESIGN, MONITORING AND SUPERVISION OF THE LANDFILL SITE IN PHALABORWA.**

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## BA-PHALABORWA LOCAL MUNICIPALITY

### T1.1 Bid Notice and Invitation to Bid

Bidders are hereby invited to bid for the following projects:

No.	Project Number	Project Description.	Compulsory Briefing Date & Venue	Closing Date.	CIDB Grade
1	10/22/23	Design, Monitoring and Supervision of New Landfill site in Phalaborwa R40 Road ( <b>Re-Advert</b> )	20/12/2022 @ 10:00	05/01/2023	N/A

The employer is BA-PHALABORWA Local Municipality represented by the Municipal Manager.

Bid documents can be downloaded from municipal website or online service ([www.etenders.gov.za](http://www.etenders.gov.za)) at **no cost**.

Completed and signed tender documents must be sealed in an envelope and marked with the relevant project number and project description and be deposited in the tender box at **BA-PHALABORWA Local Municipality** Offices in Phalaborwa before the closing date and time.

The municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework Act. 5/2000 and revised procurement regulation April 2017 on points for functionality and 80/20 points system where 80 points are for the price and 20 points are for B-BBEE (according to the said legislation). Details of Functionality are in the bid document. Bids will remain valid for 90(ninety) days.

The lowest and any tender will not necessarily be accepted and the Municipality reserves the right not to consider any tender not fully completed. Bidders are required to initial each page of the tender document and sign where necessary.

**For enquiries contact:**

**Supply Chain Management** : **Mr W Selepe – 015 780 6362**  
**Technical Services** : **Mr S Madiopo- 015 780 6387**

**Dr KKL Pilusa**  
**ACTING MUNICIPAL MANAGER,**

**PRIVATE BAG X 01020**  
**Phalaborwa 1390**

## **1.2 BID DATA**

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



Clause number	Data
F.1.1 ACTIONS	The Employer is: The Municipal Manager BA-PHALABORWA LOCAL MUNICIPALITY Cnr Nelson Mandela Drive and Selati Street Phalaborwa 1390
F.1.4 COMMUNICATION AND EMPLOYER'S AGENT	The Employer's Agent is: Name: S Madiope  Tel: 015 780 6387/6308
F.2.1 ELIGIBILITY	Companies that fit all the requirements of this bid as specified.
F.2.12 ALTERNATIVE TENDER OFFERS	<i>No alternative bid is to be accepted!</i>
F.2.13.2  SUBMITTING A TENDER OFFER	The <b><u>whole original</u></b> bid document, <b>as issued by the Municipality</b> , shall be  Submitted. <b>No copies will be accepted.</b>  Bids may only be submitted on the Bid documentation issued by the municipality
F.2.14 CLOSING DATE & TIME	DATE: 05/01/2023 TIME : 10h00 am  It is the responsibility of the tenderer to ensure that their tender is complete and reaches the correct address by the designated deadline. <b>Late, faxed or e-mailed tenders will not be considered.</b>
F.2.15 TENDER OFFER  VALIDITY	1. The employer will have up to 90 days (working days) validity period from the closing date within which to consider submitted bids.  2. The successful bidder will have up to 14 days to respond to the service offer.

## Data

The bidder is required to attach the following **Valid documents** to the tender

Document:

- a) All bidders must attend the compulsory briefing session.
- b) Bidders must attach signed declaration of interest forms.
- c) Company registration certificate.
- d) Original valid tax clearance certificate / letter from SARS with a valid pin code.
- e) SANAS approved BBB-EE certificate/ consolidated B-BBEE certificate for J/V.
- f) Power of attorney/ letter of authority for signatory if applicable.
- g) Joint venture agreements where applicable.
- h) Certified ID copies of the directors/ members/ proprietors not older than six months.
- i) Letter of Good Standing with COIDA.
- j) Statement of Municipality Accounts as proof of residential address, if leasing, provide the lease agreement or the proof of residential address by a traditional authority in case of a non-ratable area for the **business and all company directors** (Not older than three months).
- k) Terms of reference fully completed and each page to be initialed.
- l) Latest summary report of Central Supplier Database (CSD)
- m) Proof of work experience (attach **BOTH** appointment letters and completion certificates for each project)
- n) Key personnel experience (attach CV, Certified qualifications and ID Copies not older than 6 months).
- o) Certified copy of ECSA certificate of the Designer registered as a Professional Engineer for the company director.
- p) No excessive rate above ECSA subscribed rates will be accepted.
- q) Bidder to attach Profession indemnity for the engineering company
- r) Failure by the bidder to disclose with the bid submission any form of conflict of interest including disclosure on a person(s) who is in the service of the state or any immediate blood relative in the service of the state will lead to disqualification.
- s) Bids received by telegram, fax or e-mail will not be considered. Late bids shall neither be accepted nor considered.
- t) Bidders are advised to fully index and attach a table of contents for their attachment.
- u) The municipality is not liable for any documents delivered via courier companies and by post. No official is going to sign the receipt of the tender document.

<p>OPENING OF BID SUBMISSIONS</p>	<p>BA-PHALABORWA LOCAL MUNICIPALITY  Location: CNR Nelson Mandela and Selati Street  Phalaborwa  1390  Any bid received after the deadline for submission of bids prescribed, will be rejected and/or returned unopened to the Bidder.</p>
<p>F.1.12 TWO-ENVELOPE SYSTEM</p>	<p>A two-envelope procedure will <b>not</b> be followed.</p>
<p>F.1.12.1  ARITHMETICAL ERRORS</p>	<p>a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.</p> <p>b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, <u>the rate shall govern and the line item total shall be corrected.</u></p> <p>c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals.</p> <p>Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.</p>
<p>F.1.13 EVALUATION OF BID OFFERS</p>	<p>The preference procedure for evaluation of responsive bid offers shall be the <b>80/20</b> point preference system.</p> <p>where 80 points will be allocated in respect of price  20 points will be allocated towards targeted goals  Note: All bids will be evaluated for compliance and functionality before the evaluation on 80/20 point system</p>
<p>F.1.13.1 PROJECT DURATION</p>	<p>The project duration of this contract is <b>seven (7) months</b> after approval of contractual documents, accepting of contract and signing a Service Level Agreement with the Municipal Manager.</p>
<p>F.1.14 ACCEPTANCE OF BID OFFER</p>	<p>Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the required bid conditions as detailed in this bid document, shall not be considered and shall automatically be rejected.</p>
<p>F.1.15</p>	<p>The number of paper copies of the signed contract to be provided by</p>

PROVIDE COPIES OF THE CONTRACTS	Municipality is <b>one</b> .
ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	<p>The additional conditions of bid are:</p> <p>1 The Employer may also request that the bidder provide written evidence on the adequacy of financial, labour and other resources for carrying out the contract.</p> <p>2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations.</p>
	<p>3 The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity.</p> <p>4 The bid document shall be submitted as a whole and shall <b>not</b> be submitted in parts.</p> <p>5 <b>List of returnable documents (PART T2) must be completed in full.</b> (i.e.: A bidder's company profile <b>will not</b> be used by the BPLM to complete PART T2 on behalf of the bidder) <b>NB: If PART T2 is not completed in full by the bidder, the offer will be rejected.</b></p>

## Bid Data in detail F.1 Standard Conditions of the Bid

### F.1.1 Actions

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

### F.1.2 Tender Documents

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

### F.1.3 Interpretation

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

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

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

- a) Comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) Fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

#### **F.1.4 Communication and employer's agent**

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

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

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

F.1.5.2 The employer may not, subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of three months. **F.2 Tenderer's obligations**

#### **F.2.1 Eligibility**

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

#### **F.2.2 Cost of tendering**

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

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

### **F.2.3 Check documents**

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

### **F.2.4 Confidentiality and copyright of documents**

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

### **F.2.5 Reference documents**

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

### **F.2.6 Acknowledge addenda**

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

### **F.2.7 Clarification meeting**

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

### **F.2.8 Seek clarification**

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

### **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data.

### **F.2.10 Pricing the tender offer**

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

F.2.10.2 Provide rates and prices that are fixed for the duration of the contract, payable after delivery, subject to inspection by the employer or any agent appointed by the employer. .

F.2.10.3 State the rates and prices in South African Rand.

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

### **F.2.11 Alterations to documents**

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

### **F.2.12 Alternative tender offers**

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

compares the requirements of the tender documents

with the alternative requirements of the tenderer proposes.

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

### **F.2.13 submitting a tender offer**

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

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

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

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

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

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

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

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

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

**F.2.15 Closing Time**

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

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

**F.2.16 Tender Offer Validity**

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

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

**F.2.17 Clarification of tender offer after submission**

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

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

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

**F.2.18 Provide other material**

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

**F.2.19 Inspections, tests and analysis**

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

**F.2.20 Submit securities, bonds, policies, etc.** If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.



**F.2.21 Check final draft**

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

**F.2.22 Return of other tender documents**

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

**F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data. **F.3 The employer's undertakings**

**F.3.1 Respond to clarification**

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

**F.3.2 Issue Addenda**

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

**F.3.3 Return late tender offers**

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

**F.3.4 Opening of tender submissions**

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

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

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

**F.3.5 Two-envelope system**

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

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

### **F.3.6 Non-disclosure**

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

### **F.3.7 Grounds for rejection and disqualification**

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

### **F.3.8 Test for responsiveness**

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

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

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

- a. Detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b. Change the Employer's or the tenderer's risks and responsibilities under the contract,
- c. Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

### **F.3.9 Arithmetical errors**

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

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

- c. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the rate shall govern and the tenderer will be asked to revise selected item prices to achieve the tendered total of the prices.

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

### **F.3.10 Clarification of a tender offer**

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

### **F.3.11 EVALUATION METHODOLOGY**

In addition to all items highlighted under Page 2 titled **“Very Important Notice on Disqualifications”**, the tenders will be evaluated in terms of the Municipality Supply Chain Management policy, Preferential Procurement Framework Act (Act 5 of 2000) and its regulations as enacted in 2001.

Tenders will be evaluated using the 80/20 points allocation system. The total points out of a possible maximum of will be calculated using various formulae to calculate price as well as for preferential procurement.

### **F.3.13 Acceptance of tender offer**

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

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

### **F.3.14 Notice to unsuccessful tenderers**

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

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

#### ***The municipality reserves the right to:***

- + Accept or reject any bid;
- + Annul the tender process and reject all bids at any time prior to contract award;
- + Award the contract to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders.
- + Accept one or more bids submit.

- + Reject all bids submitted.
- + Request further information from any bidder after the closing date.
- + Cancel this bid or any part thereof any time, or
- + Award this bid or any part thereof to any one or more bidders.
- + Vary the site or number of sites and/or guards due to operational or budgetary requirements.

### **F.3.15. Prepare contract documents**

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

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

### **F.3.16 Issue final contract**

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

### **F.3.17 Provide copies of the contracts**

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

## **4. List of attachments required for Evaluation Purposes**

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

Document:

- a) The recent up-to-date central supplier database (CSD) registration report detailing all compliance requirements; [Last verified between the advert date and the closing date];
- b) The Master registration number or Tax compliance status pin.
- c) COPY of the statement of municipal rates and taxes for the company or of its directors (not in arrears for more than three (3) months before the closing date), if renting a lease agreement and owner's proof of municipal rates must be submitted (not in arrears for more than three (3) months before the closing date). If the bidder is operating where municipal rates are not applicable, a proof of residence from the traditional authority must be submitted (not older than three (3) months before the closing date).

## 5. Bid Evaluation guideline

**This bid will be evaluated and adjudicated in terms of the following criteria: 1. Bid will be evaluated in terms of the following stages:**

### Step 1

#### **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.

1. 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.
2. 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.
3. Failure to complete the schedule of quantities as required, i.e. only lump sums provided.
4. Scratching out, writing over or painting out rates, without initialling next to the amended rates or information, affecting the evaluation of the bid.
5. The use of correction fluid (i.e. tippex) or any erasable ink, e.g. pencil.
6. Non-attendance of mandatory/compulsory briefing session
7. The Bid has not been properly signed by a party having the authority to do so, according to the example of “Authority for Signatory”
8. 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.
9. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract
10. The bid has been submitted either in the wrong bid box or after the relevant closing date and time
11. 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.
12. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
  - a) who is in the service of the state, or;
  - b) 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;

- c) who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
13. Failure to provide:
    - a) written proof of registration with the ECSA registration.
  14. 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.
  15. Bid offers will be rejected if the bidder has furnished the municipality with fraudulent documents.
  16. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
  17. Form of offer not completed, initialled and signed by the authorized signatory.
  18. Certified ID copies of the directors/ members/ proprietors not older than three months
  19. BBB-EE certificate (optional)/In case of joint venture consolidated BBB-EE certificate must be submitted
  20. Bank Grading of the company (Engineer) /in case of joint venture Lead company must submit.
  21. COIDA Letter of Good Standing
  22. Latest registration report of Central Supply database (CSD) with valid reference number.

## **Step 2**

The following is the criteria that the Bidders will be evaluated for Functionality:

According to the MFMA Circular No. 53 of the Municipal Finance Act No. 56 of 2003, Bidders will also be evaluated on Functionality. The minimum Score for functionality is 60%, 60 points out of 100.



Functionality Scorecard					Maximum Weight	Point
Criteria	Scoring guide					
<p><b>Company Experience:</b> NB: The tenderer must submit four (4) projects (<b>Appointment letters</b>) in planning, design, monitoring and supervision of the landfill sites.</p> <p><b>Note 1:</b> tenderers to submit names with complete valid contact details, appointment letters and completion certificates related to design of land fill sites.</p>	N o	<b>SCORING CRITERIA</b>	<b>WEIG HT</b>	<b>SCOR E</b>	40	
	1	0-2 Project	10			
	2	3-4 Project	20			
	3	5-6 Project	30			
	4	7 or more project	40			
		<b>TOTAL</b>	<b>40</b>			
<p><b>Financial Capacity-</b> Tenderer to submit proof of bank of rating not older than three (3) months. Bank rating and bank statements should be of the Lead Partner in case of Joint Venture. Note: <b>Points will not be allocated if proof is not attached.</b></p>		<b>Bank Rating</b>	<b>Weighting</b>	<b>Score</b>	10	
		Bank Rating = A, B	10			
		Bank Rating = C	5			
		Bank Rating = D	2			
		Bank Rating = E to G	0			
		<b>TOTAL</b>	<b>10</b>			
<b>METHODOLOGY</b>	<p>A detailed methodology to undertake the project and appropriateness of the approach.</p> <p>The degree to which the methodology proposed is sound professional, realistic and logical. Method and clarity regarding presentation of the final output of the project.</p>				20	



<b>specific Personnel Knowledge</b> –Detailed CV's with <b>certified copies of Academic qualification certificates to be attached for functionality points scoring, otherwise no points will be allocated.</b>	Designation	Designation		
	Project Manager	<u><b>Projects Manager: Points: 10</b></u> Pr. Eng.: Civil, Pr. Tech Eng.: Civil: Civil with more than 5yrs exp.	10	
	Design Engineer	<u><b>Design Engineer Points: 10</b></u> B-Eng./BSC: Civil Engineering- Certified copy of ECSA certificate registered with more than 05 years' experience as a Professional Engineer.	10	
	Environmental Practitioner	<u><b>Environmental Practitioner: 5</b></u> BSC/B-Tech in Environmental Management/Science/Health with more than 05 years working experience	5	
	Waste Management Specialist	<u><b>Waste Management Specialist: 5</b></u> BSC/B-Tech in Chemistry/Environmental Management with specialization in Waste Management with more than 05 years working experience.	5	
<b>Functionality Threshold (Minimum score)</b>			<b>70</b>	
<b>Total Points for Functionality</b>			<b>100</b>	

**Step 3**

**SUPPLY CHAIN POLICY USING 80/20 PREFERENCE POINT SYSTEM Note: Combined B-BBEE (JV) status will be used.**

Description	Maximum points to be allocated	Points claimed by tenderer	Allocated points
-------------	--------------------------------	----------------------------	------------------

<b>Price(80 Points)</b>	Price	80		
	<b>Sub total</b>	<b>80</b>		
<b>BBBEE Status (20 Points)</b>	B-BBEE status level of contributor	20		
	<b>Sub total</b>	<b>20</b>		
<b>TOTAL</b>		<b>100</b>		

### c. Scoring for BBEE

Bids will be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2017, which stipulate a 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million

Bidders must attach certified copies of BBEE to claim BBEE points. Failure to attach the valid BBEE points shall not disqualify the Bidder from further evaluation; but only points will be forfeited.

#### **B-BBEE Status Level of Contributor Number of points (80/20 system)**

<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points (80/20system)</b>
<b>1</b>	<b>20</b>
<b>2</b>	<b>18</b>
<b>3</b>	<b>14</b>
<b>4</b>	<b>12</b>
<b>5</b>	<b>8</b>
<b>6</b>	<b>6</b>
<b>7</b>	<b>4</b>
<b>8</b>	<b>2</b>
<b>Non-compliant contributor</b>	<b>0</b>

**DESIGN, MONITORING AND SUPERVISION OF THE LANDFILL SITE IN PHALABORWA PART T2 LIST OF RETURNABLE DOCUMENTS**

*The bidder must complete the following returnable documents.*

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

**NOTE:**

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

**T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES**

**CONTENTS**

FORM 2.1.1: SIZE OF ENTERPRISE AND CURRENT WORKLOAD

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

FORM 2.1.3: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

FORM 2.1.5: FINANCIAL REFERENCES

FORM 2.1.6: DETAILS OF ALTERNATIVE BIDS SUBMITTED

FORM 2.1.7: AMENDMENTS & QUALIFICATIONS BY BIDDER

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

**FORM 2.1.1 SIZE OF ENTERPRISE AND CURRENT WORKLOAD [please attach Annual report for the Previous financial year]**

a) Total Turnover in the previous financial year? R\_\_\_\_\_

c) Estimated turnover for current financial year? R\_\_\_\_\_

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

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

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

31)

**PLEASE ATTACH A CERTIFIED COPY OF THE CERTIFICATE**

TENDER DOCUMENT

**FORM 2.1.3 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER**

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

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

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



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

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

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

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

**FORM 2.1.4 SCHEDULE OF PROPOSED SUB-CONTRACTORS [IF NOT WRITE N/A ACROSS THE TABLE]**

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

<b>Type of work to be used for</b>	<b>a % of contract</b>	<b>Name of sub-contractor</b>	<b>b % HDI ownership</b>	<b>c = a x b Total contribution to HDI ownership</b>
<b>Total % of contract sub-contracted</b>		<b>Total contribution of HDI ownership:</b>		

**FORM 2.1.5 FINANCIAL REFERENCES****FINANCIAL STATEMENTS (delete which is not applicable)**

I/We \_\_\_\_\_ (name of authorized representative)

Confirm that we have attached audited copy of annual financial statements together with my/our

Directors' and Auditors' report.

**DETAILS OF BIDDING ENTITY'S BANK**

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

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

<b>DESCRIPTION OF BANK DETAIL</b>	<b>BANK DETAILS APPLICABLE TO BIDDER</b>
Name of bank	
Contact person	
Branch name & code	
Street address	
Bank Telephone number	( )

Account number	
----------------	--

TENDER DOCUMENT

Type of account, (i.e. cheque account)	
----------------------------------------	--

*Attach Bank letter with Company Bank Rating*

**FORM 2.1.6 DETAILS OF ALTERNATIVE BIDS SUBMITTED [WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]**

See condition of bid.



41)

**DESCRIPTION**

37)

--

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

See condition of bid

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

<b>PAGE</b>	<b>DESCRIPTION</b>



## **DESIGN, MONITORING AND SUPERVISION OF THE LANDFILL SITE IN PHALABORWA**

### **T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES**

#### **CONTENTS**

FORM 2.2.1 DECLARATION

FORM 2.2.2 DECLARATION OF INTEREST

FORM 2.2.3 MBD 9

FORM 2.2.4 MBD 6.1, 6.2 and 8

#### **FORM 2.2.1 DECLARATION:**

I/ We, the undersigned:

- (a) Bid to provide to BA-PHALABORWA LOCAL MUNICIPALITY (BPLM) with electrification network described both in this and the other Schedules to this Contract to which I shall annex my signature;
- (b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding execution of duties;
- (c) Further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; and C3", attached hereto, should this bid be accepted;
- (d) Confirm that this bid may only be accepted by BA-PHALABORWA LOCAL MUNICIPALITY by way of a duly authorised Letter of Acceptance within ten (10) days from the date of appointment;

- (e) Declare that we are fully acquainted with the Bid document and Schedules and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- (f) Declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between BPLM and the undersigned;
- (g) Certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown;
- (h) Acknowledge that the information furnished is true and correct;
- (i) Accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of BPLM that the claims are correct. If the claims are found to be inflated, BPLM may in addition to any other remedy it may have, recover from the company or me all costs, losses or damages incurred or sustained by BPLM as a result of the award of the contract and/or cancel the contract and claim any damages which BPLM may suffer by having to make less favourable arrangements after such cancellation;
- (j) Declare that no municipal rates and taxes or municipal service charges owed by the bidding company or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months; and
- (k) Declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was not satisfactory.

**[PLEASE SIGN ON BEHALF OF THE BIDDER]**

**Signed at** \_\_\_\_\_ **on this** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_

**Authorised Signature:** \_\_\_\_\_

**Name of Bidding Entity:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**As witness:** \_\_\_\_\_



**FORM 2.2.2 DECLARATION OF INTEREST**

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

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

**Full Name:** \_\_\_\_\_

**Identity Number:** \_\_\_\_\_

**Tax Number:** \_\_\_\_\_

**VAT Number:** \_\_\_\_\_

3.1 Are you presently in the service of the state **YES / NO** \_\_\_\_\_

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

- (a) a member of – any municipal Council; any provincial legislature; or 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
- (e) a member of the accounting authority of any national or provincial public entity;
- or (f) an employee of Parliament or a provincial legislature

If yes, furnish particulars \_\_\_\_\_

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

If yes, furnish particulars \_\_\_\_\_

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

If yes, furnish particulars \_\_\_\_\_ 3.4

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

If yes, furnish particulars \_\_\_\_\_

\_\_\_\_\_

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

If yes, furnish particulars \_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

Signature

48)  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
**within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); .**

### **MBD 9**

#### **FORM 2.2.3 CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- a) This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- b) Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup>
- c) Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - i. Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - ii. Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- d) 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.
- e) In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:



<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals. <sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

TENDER DOCUMENT

**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 Institution)

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

I certify, on behalf of

---

(Name of Bidder)

that:

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:

✦ has been requested to submit a bid in response to this bid invitation; ✦ could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

✦ provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
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 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.

**<sup>3</sup> 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.

**[PLEASE SIGN BELOW ON BEHALF OF THE BIDDER]**

---

**Signature**


---

**Date**


---

**Position**


---

**Name of Bidder**

MBD 6.2

### **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

#### **1. General Conditions**

1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes 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. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- x is the imported content in Rand?
- y is the bid price in Rand excluding value added tax (VAT)?

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

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

1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## **2. Definitions**

2.1. **“bid”** includes written price quotations, advertised competitive bids 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 (this includes labour and intellectual property costs), 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 (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

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

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?  
(*Tick applicable box*)

YES		NO	
-----	--	----	--

5.1 If yes, provide the following particulars:

- (a) Full name of auditor: ..... (b) Practice number.....  
(c) Telephone and cell number.....  
(d) Email address: .....



(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

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

**IN RESPECT OF BID NO.** .....

**ISSUED BY:** (Procurement Authority / Name of Municipality / Municipal Entity):  
 .....

NB

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

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

) 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 1286:2011.

) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement

Authority / 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 Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

<b>SIGNATURE:</b> _____	<b>DATE:</b> _____
<b>WITNESS No. 1</b>	<b>DATE:</b> _____
<b>WITNESS No. 2</b>	<b>DATE:</b> _____
_____	

**MBD 6.1**

**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 noncompliant 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.

## MBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2011**

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 R1 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 BroadBased 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.





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

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

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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
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 B-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 BBEE scorecard as if they were a group structure and that such a consolidated 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 subcontractor?.....

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

..... (iv) whether the sub-contractor is an EME? YES /

NO (delete which is not applicable)

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

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :.....

**9.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**9.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

**9.7 MUNICIPAL INFORMATION**

Municipality where business is situated

.....

Registered Account Number

.....

Stand Number

.....

..

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

.....

9.9 I/we, the undersigned, who is / are duly 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. ....
- 3. SIGNATURE(S) OF BIDDER(S)

DATE: .....

ADDRESS: .....

.....

.....

.....

**MBD 8**

**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><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	<p>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?</p>	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**





**DESIGN, MONITORING AND SUPERVISION OF THE LANDFILL SITE IN PHALABORWA**

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

**CONTENTS**

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

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

Attach

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

additional pages if more space is required.

**[PLEASE SIGN BELOW FOR THE BIDDING COMPANY]**

Signature of Authorized person: \_\_\_\_\_ Date: \_\_\_\_\_

Name of authorized person: \_\_\_\_\_ Position: \_\_\_\_\_

## **PART T3: TENDER SPECIFICATIONS**

The site is allocated in Ba-Phalaborwa along R40 road of Latitude 23° 56' 40" S  
Longitude 31° 04' 57"E

### **SCOPE OF WORK**

The Ba-Phalaborwa Municipality require a service provider to Design, Monitoring and Supervision of the Landfill site in Phalaborwa.

The scope of work entails but not limited to the following;

- Landfill cells.
- Leachate dam.
- Leachate monitoring and collection system.
- Recycling Facility/Buy-back Centre.
- Dead carcasses pit.
- Access roads.
- Electricity, water & sewage infrastructure and connections.
- Weather station.
- Office buildings.
- Monitoring system (For surface water and ground water Pollution)
- Workshop and stores.
- Weighbridge.
- Security Perimeter fence.
- Fuel storage facility.
- Access control/Security guard house.
- 2x Boreholes, one on the upper gradient and one on the lower gradient.



**PART C1 PRICING DATA**

<b>Civil Engineering Projects.</b>	<b>Bidder Proposed rate (vat Inc.)</b>
Design, Monitoring and supervision	

**DESIGN, MONITORING AND SUPERVISION OF THE LANDFILL SITE IN PHALABORWA**

**PART C2 AGREEMENT AND CONTRACT DATA**

C2.1 FORM OF OFFER AND ACCEPTANCE

C2.2 CONTRACT DATA

**C1.1 FORM OF OFFER AND ACCEPTANCE [COMPULSORY]**

**FORM OF OFFER AND ACCEPTANCE (AGREEMENT)**

**1. OFFER BY THE BIDDING COMPANY**

**The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: DESIGN, MONITORING AND SUPERVISION OF THE LANDFILL SITE IN PHALABORWA.**

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

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

**THE OFFERED TOTAL BID PRICE INCLUSIVE OF VALUE ADDED TAX**

**IN WORDS:**

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**(IN FIGURES), R**

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This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

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

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_ Capacity \_\_\_\_\_

(Bidding Company Name) \_\_\_\_\_

Name of Witness \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

**2. ACCEPTANCE**

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

The terms of the contract, are contained in

- Part C1 Pricing Data
- Part C2 Agreements and Contract Data, (which includes this Agreement)
- Part C3 Scope of Work

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

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

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

**FOR THE EMPLOYER: BA-PHALABORWA LOCAL MUNICIPALITY [TO BE SIGNED BY MUNICIPAL MANAGER]**

Signature(s) \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

Name of Witness \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.



3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the bid documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

**1 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**2 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**3 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**4 Subject** \_\_\_\_\_

Details \_\_\_\_\_

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

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



**FOR THE BIDDER [PLEASE SIGN]:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

(Bidder's Name) \_\_\_\_\_

Name of Witness Signature \_\_\_\_\_

Date: \_\_\_\_\_



**FOR THE EMPLOYER: BA-PHALABORWA LOCAL MUNICIPALITY [PLEASE SIGN]**

Signature(s) \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Witness

Signature Date