



JOZINI LOCAL MUNICIPALITY BID DOCUMENT

BID REFERENCE: JMC001/05/20

**BID: SUPPLY AND DELIVERY OF 4X4 60-75 HP TRACTOR
AND PLOUGHING DISCS**

CLOSING DATE & TIME:	15 JUNE 2020 AT 12H00
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Documents to be addressed to the Supply Chain Unit marked the bid reference number and deposited into the Bid Box situated at Circle Street, Bottom Town, Jozini.

SERVICE PROVIDER'S DETAILS

Name of Service Provider	:	
Contact Person	:	
E-mail Address	:	
Telephone Number	:	()Code
Fax Number	:	()Code
Physical Address	:	
Postal Address	:	
Total Bid Amount		

NOTE:

The Service Provider shall be deemed to have satisfied himself/herself/themselves as to all the conditions and circumstances affecting this bid, including the physical aspects of working areas, and by the submission of a bid, will confirm acceptance of the conditions and circumstances applicable to any subsequent contract.

All technical enquiries relating to this bid must be directed to: Thabani Mdluli at (035) 572 1292



JOZINI LOCAL MUNICIPALITY

BID NO: JMC001/05/20

SUPPLY AND DELIVERY OF 4X4 60-75 HP TRACTOR AND PLOUGHING DISCS

Bidders are hereby invited from Suitably Qualified and Experienced Service Providers for the **Supply and Delivery of 4x4 60-75 HP Tractor and Ploughing Discs**

Bid documents may be obtained from the Jozini Municipality websites: www.jozini.gov.za/tenders.

The requirements for the bid:

- Valid tax clearance pin
- Proof of registration with Central Supplier Database (CSD Report)
- Up to date payment of municipal rates / services
- Original or certified copy of BBBEE Certificate to claim BBBEE Points

Bids are to be completed in accordance with the conditions attached to the Bid document and must be sealed and endorsed with the relevant contract number and must be personally deposited in the official bid box in the foyer of the Jozini Municipality at Circle Street, Bottom Town, Jozini, 3969 not later than **Monday, 15 June 2020 at 12h00**, at which time bids will be opened in public. **Faxed, emailed and couriered bids will not be considered.** Bids shall be valid for a period of 90 days after the closing date for the submission of bids. The Municipality will not be held responsible for any tenders delivered by courier services

The closing time for receipt of tenders is **12h00 on Monday, 15 June 2020**. Telegraphic, telephone, facsimile and late tenders will not be accepted.

Evaluation Criteria : 80/20 Preferential points system as presented in the "Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017", for this purpose MBD2, MBD4 and MBD6.1 must be completed and submitted with your quotation. Failure in submitting these documents will result in a quotation being disqualified

For SCM enquires you may contact Mr T.V Mdluli on tdluli@jozini.gov.za and for Technical enquires you may contact jdlamini@jozini.gov.za during office hours.

MR J.A MNGOMEZULU
MUNICIPAL MANAGER



JOZINI MUNICIPALITY

BID NO: JMC001/05/20

SUPPLY AND DELIVERY OF 4X4 60-75 HP TRACTOR AND PLOUGHING DISCS

A. INSTRUCTIONS TO BIDDERS

1. BID DOCUMENTS

- (a) The documents issued to Bidders consist of:-

2. RETURN OF DOCUMENTS

The completed and signed set of Bid Documents shall be sealed in an envelope endorsed " **BID NO: JMC001/05/20, SUPPLY AND DELIVERY OF 4X4 60-75 HP TRACTOR AND PLOUGHING DISCS** and deposited in the Bid box of: **JOZINI MUNICIPALITY, Circle Street, Bottom Town, JOZINI, 3969, not later than 12h00 on Monday, 15 June 2020.**

- (a) Telegraphic Bids will not be considered.
- (b) Faxed Bids will not be considered.
- (c) Bids delivered to the municipality by courier services will not be considered.
- (d) Bids shall be deposited in the Bid Box situated in the foyer. It will not be acceptable to hand documents to any staff member of Jozini Municipality.

3. COMPLETION OF DOCUMENTS

- (a) The Form of Bid must be completed and signed. All spaces in the Schedule of Service fees and charges and schedules shall be completed in full.
- (b) The Bid Documents must not be separated in any way nor must any pages be detached from the original documents.
- (c) The Form of Agreement is not to be completed at the time of Bidding.
- (d) Alternative forms and methods of design and construction will not be considered.
- (e) A computer generated Schedule of Service fees and charges will not be accepted as an alternative to the Schedule of Service fees and charges in this document.
- (f) The Special Conditions of the Bid must be adhered to.

JOZINI MUNICIPALITY

BID NO: JMC001/05/20

SUPPLY AND DELIVERY OF 4X4 60-75 HP TRACTOR AND PLOUGHING DISCS

A. INSTRUCTIONS TO BIDDERS (Continued)

4. PREFERENTIAL PROCUREMENT POLICY

- (a) Jozini Municipality subscribes to the "Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017".
- (b) The 80/20 preferential point system will be applicable, with 80 points for price and 20 points for B-BBEE status Level of Contributor. **Preference Point System will be applicable to this contract.**

5. GENERAL

(a) Correction of Errors

The Municipality reserves the right to adjust arithmetical or other patent errors in the Bid. Any adjustments made by the Municipality will be notified to the Bidder prior to the acceptance of his Bid.

(b) Printed Conditions

All conditions printed or written upon any stationery used by the Bidder in connection with the Bid shall be deemed to have been waived and abandoned.

(c) Sub-Division of Contract

The contract will not be sub-divided.

(d) Bid Expenses

The Municipality will not be responsible for any expenses incurred by Bidders in submitting Bids.

(e) Details Confidential

All recipients of Bid Documents, whether they submit a Bid or not, must treat the details of the documents as private and confidential.

(f) Value Added Tax (VAT)

Bidders shall allow for the payment of VAT as set out in the Schedule of Service fees and charges.

(g) Acceptance of Bids

The Municipality does not bind itself to accept the lowest or any other Bid. The Bid of any Bidder who has not conformed with the foregoing instructions may not be considered.

(h) Authority for Signing

Proof of authority for the Bidder's representative to sign the documents must be submitted with the Bid.

(i) Validity of Bid

The Bid shall be valid for THIRTY (90) days after closing date for submission of Bids.



JOZINI MUNICIPALITY

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SUPPLY AND DELIVERY OF 4X4 60-75 HP TRACTOR AND PLOUGHING DISCS

B. SPECIAL INSTRUCTIONS TO BIDDERS

- a) The cost of preparing the Bid is not reimbursable by the Municipality. Selection of Bidders and the appointment will be made at the sole discretion of the Municipality and no correspondence will be entered into. The Municipality is not bound to accept the lowest Bid or any Bid.
- b)
- c) The Bidder acknowledges having read and is aware of the provisions of all documents made available to the Bidder as part of the Bid process including all annexures and schedules.
- d)
- e) The Bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- f)
- g) Bids submitted must be complete in all respects.
- h)
- i) Bids shall be lodged at the address indicated on the cover sheet.
- j)
- k) No Bid sent through the post or couriered to the municipality will be considered.
- l)
- m) Any alteration made by the Bidder must be crossed out in ink and signed.
- n) Use of correcting fluid is prohibited.
- o) Bidders are urged to be brief and concise in their responses, unless specifically called for in the Bid documents.
- p)

JOZINI MUNICIPALITY

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SUPPLY AND DELIVERY OF 4X4 60-75 HP TRACTOR AND PLOUGHING DISCS

C. SPECIAL BID CONDITIONS

CLOSING DATE OF BID : 12h00 on 15 June 2020

BID NUMBER : JMC001/05/20

1. CONDITIONS OF BID

Bidders must furnish the information with regard to the Supply and Delivery of 4x4 60-75 HP Tractor and Ploughing Discs

2. EXECUTIVE SUMMARY OF THE MUNICIPALITY

It is imperative that Bidders must demonstrate their competence to provide the required service to the Municipality.

JOZINI MUNICIPALITY

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SUPPLY AND DELIVERY OF 4X4 60-75 HP TRACTOR AND PLOUGHING DISCS

E. SCHEDULE OF SERVICE FEES AND CHARGES

Bidders are requested to quote firm prices.
All prices quoted shall be VAT inclusive.

NB:

- 1]. The Bidder must ensure that the Yes/ No section are fully completed.
- 2]. The Bidder may include any additional costs that have not been included in the pricing table.

1. Bid Evaluation

The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value not exceeding R50 000 000; and

The value of this bid estimated NOT to exceed R50 000 000 and therefore the 80/20 system shall be applicable.

Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) BBBEE Status Level Contributor.

The points for this bid are allocated as follows:		Total	Score
1. Price		80	
2. BBBEE Level Contributor		20	
Total points for Price and BBBEE Level Contributor		100	

SPECIFICATION

QTY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	4x4 Tractor 60-75 HP, 4-cylinder, water cooling system, 5 speed gearbox, power steering, 60litres fuel tank capacity, 2400kg lift capacity(hydraulic)		
1	3 Disc Ploughs, 1600mm overall length 1321mm overall width, 1270mm overall Height, 660mm discs diameters, 254mm depth of cut, 385kg disk weight, compatible tractor for (40- 60 HP).		
1	Registration and Licensing		
		SUB TOTAL	
		VAT 15%	
		GRAND TOTAL	

4 Disc Plough

Overall Length (mm) 3000 mm

Overall Width (mm) 1260 mm

Overall Height (mm) 1220 mm

Number of discs 4

Diameter of disc (mm) 660

Depth of cut (mm) 254

Total Weight (kg) 495

compatible tractor 52.2 kW(70 HP) & above

Tractor HP 50

Loadability

Total Bid Amount R _____

Amount in words:

NB: All material to be supplied must be sealed or packed

Failure to comply with the above-stated requirements may result in a disqualification of your proposal.

Comments if any:

JOZINI MUNICIPALITY

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- **Please attach proof of payment for this bid document to this page**

Proof of payment

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- Please attach the company registration document here (CK Document)

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H. FORM OF AGREEMENT

(Not to be completed by the Bidder at the time of bidding.)

THIS AGREEMENT made between **JOZINI MUNICIPALITY**

(hereinafter called "the Municipality") of the one part

and

of
(hereinafter called "the Service Provider") of the other part.

WHEREAS the Municipality is desirous that the Supply of tents and chairs, hammers, generators and extension cords should be provided under **BID NO. JMC001/05/20** and has accepted a Bid by the Contractor for supply of such services.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
 - (a) The said Tender
 - (b) The Special Conditions of Contract
 - (c) The Specifications and Requirements
 - (d) The priced Schedule of Service Fees and Charges
 - (e) The Letter of Acceptance
3. In consideration of the payments to be made by the Municipality to the Service Provider as hereinafter mentioned the Contractor covenants with the Municipality to supply the materials in conformity in all respects with the provisions of the Contract.

4. The Municipality hereby covenants to pay to the Service Provider in consideration of the services rendered, in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have set their hands and seals (if any) in the presence of the subscribing witnesses:-

AT on thisday of 20

AS WITNESSES:

1.

.....
for and on behalf of the MUNICIPALITY

2.

AT on this.....day of 20

AS WITNESSES:

1.

.....
for and on behalf of the SERVICE
PROVIDER

2.

FORM B
CONDITIONS OF BID

A. GENERAL

1. The lowest or any bid will not necessarily be accepted and Jozini Local Municipality reserves the rights to accept the whole or any part of a bid.
2. The quantities called for in this bid are an estimated quantity and Jozini Local Municipality reserves the right to take more or less than the quantity specified.
3. **This contract will be governed by Jozini Local Municipality “Conditions of Bid” only and not any conditions supplied by the bidder.**
4. Full details of items offered and or drawings / pamphlets etc. must be supplied together with the return documents. All additional drawings / pamphlets returned with the bid documents must be firmly bound and marked as “Additional” to the specific bid reference number.
5. All items offered on this bid must be new and of the latest design.
6. Only bids on Jozini Local Municipality official bid document will be accepted and the original document must be returned, fully completed and signed, in the form presented. **Failure to do so will invalidate such bid.**
7. It must be clearly understood by the bidder, that no order/s for such commodities or services required by the Jozini Local Municipality will be recognized by the bidder unless an Jozini Local Municipality official order is issued and it is further understood that Jozini Local Municipality will not accept responsibility for any payment to the bidder unless the delivery notes and invoices for such goods or services quote the relevant order number and is sent to Jozini Local Municipality, Financial Department, Private Bag X 028, JOZINI, 3969.
8. Should it be considered necessary by the bidder that officials of Jozini Local Municipality should proceed to other centres for inspection purposes, such costs shall be for the account of the bidder.
9. Should it be considered necessary by the bidder, in the interest of design, quality or inspection for whatever reason that an Jozini Local Municipality official should proceed to other centers for inspection purposes, such costs shall be for the account of the bidder.
10. Only bids received by 12h00 on the given closing date will be considered. No late bids by post, e-mail, fax, courier or delivered by hand will be accepted after this time.
11. No telegraphic, e-mail or faxed bids will be accepted and all posted or bids sent by couriers, must be clearly marked with the postal date and time.
12. **ALL PRICES QUOTED MUST INCLUDE VALUE ADDED TAX AND MUST BE FIRM FOR A PERIOD OF (30) THIRTY DAYS FROM CLOSING DATE OF THE BID.**

FORM B (1)

B. DEMONSTRATIONS AND INSPECTIONS

1. All bidders must be prepared to demonstrate where required, free of charge and obligation, at the Jozini Local Municipality or any other area within the boundary of the Jozini Local Municipality, any items offered in this bid.
2. Where officials are required to attend demonstrations or inspections outside the Municipality boundary of Jozini, all costs to attend such demonstration must be borne by the bidder.

C. DELIVERIES, COMPLETION AND PENALTIES

1. Delivery date to be negotiated on placing the order.
2. Bidders shall furthermore note that goods or services will not be considered acceptable and consequently their obligations not fulfilled should goods or services fail to comply with the specifications in the bid document.
3. Where the supplier fails to deliver within the scope of the specifications of this bid, the Municipality reserves the right to obtain services from any other supplier that complies with the specifications and the bidder will be held responsible for all costs involved.

D. PAYMENTS

1. Payment will be made within 30 days from statement/ invoice date subject to satisfactory execution of the contract conditions and provided that the statement/invoice is without error.
2. Bids must clearly state all settlement and trade discounts.
3. Any additional payment for extra work carried out on a contract will only be made provided that the contractor is issued with a variation order by the procurement section of the Jozini Local Municipality.
4. The Jozini Local Municipality hereby indemnifies itself from any claims whatsoever, which may arise as a result of loss of income suffered by the bidder for any reason directly or indirectly during the course of this bid and Jozini Local Municipality reserves the right to consider compensation at its own terms.

FORM C

CONDITIONS OF CONTRACT

1. Prices

Prices must be fixed and firm for the period of 30 days.

2. Administration

Invoices must be clearly marked with the Contract number and must be authorized by the responsible Council's representative. Invoices must be addressed to the Jozini Local Municipality, Finance Expenditure Department, and Private Bag X 028 Jozini 3969. All correspondence (relating to matters other than invoices) must be addressed to Municipal Manager, Jozini Local Municipality, and Private Bag X 028 Jozini 3969.

3. Payments

Payments will be made by cheque 30 days after date of invoice.

4. Variations or Amendments to the Contract

No amendments, variations or additions to this contract, nor a variation of any of the terms or conditions contained in this contract, including variations to the price, will be valid unless in writing and signed by an authorized representative of Council.

5. Order of Precedence

In case of any inconsistency between the general terms and special conditions of this contract, the special terms shall take precedence.

6. Communications

The Service Provider undertakes to maintain good communication between themselves and Council during the full contractual period. During the term of the contract the Service Provider will make regular contact with the designated responsible representative of Council.

7. Indemnification

The Service Provider agrees to hold harmless and indemnify Council, its officers, agents and employees, against and from all suits and costs of any kind and description and from all damages which Council, or any of its officers, agents, or employees may sustain by reason of damage, injury, loss or theft arising out of the performance under this contract. These obligations shall survive the expiration or termination of this contract for a period of three (3) years.

FORM C (1)

8. Assignment

The Service Provider shall not assign this contract or any moneys due or that may become due to it, without the prior written consent of Council. The Service Provider agrees and consents to Council's assignment of this contract to any agent the Council designates, at any time, providing that Council gives written notice to the Service Provider.

9. Insurance

The Service Provider must have Public Liability Cover to the value of the contract, for the duration of this contract. Proof that this cover exists must be furnished, prior to the Service Provider commencing any service on the Municipality's sites.

10. Termination

Council may terminate this contract;

a) Default in whole or in part if:

- i) The Service Provider fails to perform according to the terms and conditions of this contract;
- ii) Performance does not conform in all respects to the specifications;
- iii) The Service Provider performance materially fails to satisfy Council.

Written notification of defaults will be issued to the Service Provider for failure to perform according to the terms and conditions and specifications of this contract, and termination shall be immediate. If the Service Providers performance materially fails to satisfy Council, Council will issue written notice, specifying such dissatisfaction and an opportunity to remedy the causes. Should the deficiencies not be corrected to the satisfaction of Council, within the specified period, the Service Provider will be issued with written notice of Council termination of the contract, for default.

OR

b) Operational Requirements in whole or in part if:

- i) Due to operational requirements, the services of the Service Provider is no longer required three (3) months written notification of termination will be issued to the Service Provider.

c) Insolvency

At any time, without compensation to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue to Council thereafter

FORM C (2)

13. Confidentiality

The Service Provider agrees not to disclose or release any confidential or proprietary information of Council obtained in the performance of this contract.

14. Disputes

If a dispute between the parties arises out of or is related to this contract, the parties shall meet and negotiate in good faith to attempt to resolve the dispute. If, after 30 (thirty) days from the date upon which the dispute was declared by a party by written notice, the dispute is not resolved the matter shall be determined in accordance with the following provision: Save in respect of those provisions of this agreement which provide for their own remedies which would be incompatible with arbitration, or in the event of either party instituting urgent action against the other in any court of competent jurisdiction, any dispute arising from or in connection with this contract will be finally resolved in accordance with the Rules of the Arbitration Foundation of South Africa by an arbitrator agreed to between the parties and failing agreement by appointment by the Foundation. This clause 14 will be severable from the rest of this agreement so that it will operate and continue to operate notwithstanding any actual or alleged voidness, voidability, unenforceability, termination, cancellation, expiry or accepted repudiation of this agreement.

Neither party shall be entitled to withhold performance of any of their obligations in terms of this agreement pending the settlement of, or decision in, any dispute arising between the parties nor shall each party in such circumstances continue to comply with their obligations in terms of agreement.

15. Accidents to be reported

In addition to any statutory obligation, the Service Provider shall report all incidents to Council Safety Officer, within 48 hours of their occurrence, regardless of the extent of damage to property or injury to an employee. If required by the Safety Officer, a detailed written report of the incident shall be submitted. The Safety Officer has the right to investigate the cause and results of any incidents regardless of the location and is to be allowed full access to thoroughly investigate the incident.

16. Compensation for Occupational Injuries and Diseases Act (COIDA) (No. 130 of 1993)

The Service Provider shall, before commencing the work on any Council site, produce documentary proof that he has complied with all the provisions of the Compensation for Occupational Injuries and Diseases Act. The Service Provider also undertakes to execute the contract in strict compliance with the said Act, and acknowledges responsibility for rendering all returns and paying all assessments for which he is liable in terms of the Act. The Municipality is not liable for any damages or injury to Suppliers, Service Providers or Contractors, or their employees, who fail to comply with the provisions of this Act.

FORM C (3)

17. Occupational Health and Safety Act (OHSA) (Act No. 85 of 1993)

The Service Provider must comply with the provisions of this Act. Attention is drawn to the General Safety Regulations, Vessels under pressure Regulations and their specific codes of practice. Particular attention must be paid to Section 22 of the Act. All equipment and protective clothing must be supplied strictly in accordance with the provisions of the Occupational Health and Safety Act. All equipment must be available for inspection on request.

18. Rules for Contractors on Site

- All Contractors, Suppliers and/or Service Providers providing services on any The Department of Energy's sites must fully comply with the Rules for Contractors on Site, which must be properly signed by an authorized signatory on behalf of the Contractor, Service Provider or Supplier;
- The Service Provider is also responsible to ensure that all his employees who will be working on our sites are fully familiar with the Rules for Contractors on Site which must then also be strictly complied with. Individual employees as may be required by Council must sign all appropriate documentation;
- Failure to comply with the Rules for Contractors on Site by the Contractor, Service Provider or Supplier, or any of their employees, may result in them being removed from site or being denied access to site.

19. Conflicts of Interest

The Service Provider warrants that neither it nor any of its shareholders, employees, agents or family members of any of these, or associated businesses or companies has any actual or potential conflict of interest with Council, its shareholders, directors, employees, agents or family members of any of these associated businesses or companies or in the award of any contract. Any false declaration or failure to declare relevant facts in regard to conflicts of interest will entitle Council to summarily cancel any agreement concluded, and no notice calling for breach to be rectified shall be necessary.

FORM D

FORM OF ACCEPTANCE & DECLARATION

The Municipal Manager
Jozini Local Municipality
Private Bag X 028
JOZINI
3969

I/We (To be completed)
(Representative or Company name)

The undersigned, having examined the Specification, hereby offer to supply the Municipality with the requirements called for on the Municipality's Form of Bid and Specifications, "Form A" attached, in accordance with the conditions of this bid.

I/We further undertake that this offer shall not be retracted or withdrawn from the closing date of this bid up to the order date.

I/We further undertake, in the event of the acceptance of this bid, either wholly or in part, to enter into a formal contract, if required, and to provide two good and sufficient sureties for the due fulfillment of the contract to the satisfaction of the Municipality.

I/We also agree:

- (a) that if the bid be accepted, the acceptance may be communicated to us by letter through the post and that in such case the Post Office shall be regarded as our agents and delivery of such acceptance to the Post Office shall be treated as delivery to us;
- (b) The Municipality chooses as its "domicilium citandi et executandi" for the purpose of the contract, the following address:

Jozini Local Municipality
Private Bag X 028
JOZINI
3969
- (c) the law of South Africa will govern the contract created by acceptance of our bid and we agree to submit to the jurisdiction of the South African Courts;
- (d) that if our bid be accepted by the Municipality either wholly or in part, and the acceptance be notified to us, we undertake to be bound by the term of the agreement constituted by our said bid and the acceptance thereof by the said Municipality, until a formal contract has been executed between us and the Municipality, and that if we are not required by the Municipality to execute such formal contract, we undertake to be bound by the terms of the agreement constituted by our said bid and the acceptance thereof by the said Municipality.

FORM D (1)

I/WE ALSO DECLARE THAT:

- 1) the information provided is true and correct;
- 2) the signatory to the bid document is duly authorized;
- 3) I/we are registered for Workman's Compensation and the original (or certified copy) of the workman's compensation commissioner's letter of good standing is attached. When applicable the option to submit an original or certified copy of the letter from the agent authorized by Workmen's Compensation Commissioner will be accepted

NUMBER

- 5) documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the relevant organ of state;
- 6) the original valid tax clearance certificate is attached;
- 7) My municipal rates and taxes are paid up to date and the following is attached:
 - a. An original/certified copy of the most recent municipal certificate, indicating the status of payment of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies, from the Municipality in which jurisdiction its business is situated.
 - b. In the case where the bidder does not own property/is a tenant for the purpose of it's business establishment, the bidder to provide an original/certified copy of a certificate from it's landlord certifying that all the tenants payments in respect of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies are paid up to date.
 - c. In the case where it is not possible for a bidder to obtain the certificate in (2) above from its landlord, the bidder is required to submit an original/certified copy of the lease agreement for the premises where its business is situated.

FORM D (2)

NB:

- ♣ FAILING TO ATTACH ANY OF THE DOCUMENTS LISTED IN FORM "D(1)"
AND/OR FAILING TO COMPLETE THE FOLLOWING SECTIONS:
FORM "D"
FORM "D (1)"
FORM "D (2)"
WILL INVALIDATE THE BID.

FOR AND ON BEHALF OF

NAME OF COMPANY

ADDRESS

NAME OF BIDDER

SIGNATURE OF BIDDER

DATE

FORM E (1)

DECLARATION OF INTEREST

1. No contract may be awarded to;
 - any person in the “service of the state” (see definition at end) or has been in the service of the state in the previous twelve months.
 - if the provider is not a natural person, whether any of its, directors, managers, principal shareholders or stakeholder is in the service of the state or has been in the service of the state in the previous twelve months.
 - who is an advisor or consultant contracted with the municipality (this is only applicable where the advisor or consultant is directly involved in a specific bid).
 - a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder of the provider if such is in the service of the state or has been in the service of the state in the previous twelve months.

It is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest as per paragraph (1)

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

- 2.1. Are you or any person connected with the bidder, in service of the state? **YES/NO**

- 2.1.2 If so, state particulars:

.....
.....

- 2.2 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

- 2.2.1 If so, state particulars:

.....
.....

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

- 2.3.1 If so, state particulars:

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

FORM E (2)

DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE IS CORRECT,
AND THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED.

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

.....
Name (print)	Signature	Date

“In the service of the state” means;

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

MBD 4

DECLARATION OF INTEREST

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 6.1

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE
Status level certificate issued by an authorized body or person;
 - 2) A sworn af-
fidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other
requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- v) **Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:**

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 **MUNICIPAL INFORMATION**

Municipality **where** **business** **is** **situated:**

.....

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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 favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

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

- 3 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:
 - a. 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.
 - b. 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.

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

- (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder