




FETAKGOMO –TUBATSE LOCAL MUNICIPALITY

MOTAGANENG ACCESS BRIDGE

TENDER NO. MIG/R/LP/17885/21/22

APRIL 2021

FETAKGOMO- TUBATSE MUNICIPALITY 1 Kastania Street P.O. Box 206 Burgersfort 1150 Contact: Name: T Malatje Tel: (013) 231 1000 Email: tjebanemalatje@gmail.com	TMS Consulting Engineers 39A Ehmke Street P.O. Box 603 Nelspruit, 1200 Contact: Name: Mr. T Siwele Tel: (013) 752 8478 Email: info@tmsconsulting.co.za 
Tenderer	
CIDB Registration Number:.....	
Total of the prices inclusive of value added tax: R	
Amount in Words.....	



EXPANDED PUBLIC WORKS PROGRAMME

FETAKGOMO- TUBATSE MUNICIPALITY

MOTAGANENG ACCESS BRIDGE

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TENDERING PROCEDURES

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T1.1: TENDER NOTICE AND INVITATION TO TENDER**TENDER NO. MIG/R/LP/17885/21/22**

Tenders are hereby invited from Civil Engineering Contractors with a CIDB grading of 7CE/ 6CE PE or higher for the MOTAGANENG ACCESS BRIDGE in Ward 18 of FETAKGOMO- TUBATSE MUNICIPALITY.

The Tender Documents will be available from 08h00 to 09h30 on the 30 April 2021 from Finance Department Office of FETAKGOMO- TUBATSE MUNICIPALITY during office and upon payment of a non-refundable tender levy of **R500.00** each. Only bank guaranteed cheques or cash will be accepted. Or can be downloaded for free on the eTenders or Municipality's website.

No compulsory site inspection will be held.

Duly completed tenders must be sealed in an envelope clearly marked: "**MUNICIPAL MANAGER, FETAKGOMO- TUBATSE MUNICIPALITY, TENDER NO. MIG/R/LP/17885/21/22: MOTAGANENG ACCESS BRIDGE, CLOSING DATE: 10 MAY 2021 AT 12:00**", must be placed in the tender box at FETAKGOMO- TUBATSE MUNICIPALITY offices, 1 Kastania Street, Burgersfort, where tenders will be opened in public.

Late tenders, incomplete tender documents and tenders per telegram or fax will not be accepted and FETAKGOMO- TUBATSE MUNICIPALITY does not bind itself to accept the lowest or any tender and reserves itself the right to accept a tender as a whole or in part.

Acceptable tenders will be evaluated by using a two stage tender evaluation procedure. First stage is functionality (Previous projects, technical experience, available plant and financial resources). Tenderers are required to score a minimum of 70% in order to proceed to the second stage. Second stage will be evaluated using Method 2: Financial offer (80 points) and Preferences (20 points) for BBBEE certification.

Technical Enquiries – Mr T Malatje: (013) 231 1000
SCM Enquiries – Mrs LM Mohlala: Tel: (013) 231 1231

MUNICIPAL MANAGER
Mr NW Phala

T1.2. TENDER DATA

1. GENERAL

The Conditions of Tender in the Standard Conditions of Tender as contained in Annex F of SANS 294 – *Construction Procurement Processes, Methods and Procedures* which contain references to the Tender Data for details that apply specifically to this tender.

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

2. TENDER DATA APPLICABLE TO THIS TENDER

F.1.1 The Employer for this Contract is: **FETAKGOMO- TUBATSE MUNICIPALITY**

F.1.2 Tender Documents

(a) **The Tender Document** consists of the following:

TENDER

T1: Tendering Procedures

- T1.1: Tender Notice and Invitation to Tender
- T1.2: Tender Data

T2: Returnable Documents

- T2.1: List of Returnable Documents
- T2.2: Returnable schedules and forms

CONTRACT

Part 1: Agreements and Contract Data

- C1.1: Form of Offer and Acceptance
- C1.2: Contract Data

Part 2: Pricing Data

- C2.1: Pricing Instructions
- C2.2: Bill of Quantities

Part 3: Scope of Work

- C3: Scope of Work

Part 4: Site Information

- C4: Site information

(b) **Drawings,**

The Tender Document and the drawings shall be obtained from the Employer or his authorized representative at the physical addresses stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

F.1.4 The Employer's agent is:

Name : TMS Consulting Engineers (Mr. T Siwele)
Address : 39A Ehmke Street
P o Box 603
Nelspruit, 1200
Telephone : 013 752 8478
e-mail address: info@tmsconsulting.co.za

F.1.5 The Employer's right to accept or reject any tender offer

The Employer is not obliged to accept the lowest or any tender offer.

F.2.1 Eligibility

A Tenderer will not be eligible to submit a tender if:

- (a) the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) the Tenderer does not have the legal capacity to enter into the contract;
- (c) the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;
- (e) The tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <https://secure.csd.gov.za/>) CSD is compulsory for any company to bid.- Full report not summary
- (f) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- (g) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

Only those Tenderers who are registered with the Construction Industry Development Board (CIDB) in a contractor-grading equal to or higher than a contractor grading designation 6CEPE as defined in the Regulations (09 June 2004 and 22 July 2005), in terms of the CIDB Act No 38 of 2000, are eligible to submit tenders for this contract.

F.2.7 Site visit and clarification meeting**Compulsory site inspection visit not Applicable**

Enquiries and confirmation of attendance at least one full working day in advance regarding the meeting and site inspection may be directed to:

FETAKGOMO- TUBATSE MUNICIPALITY

Name: Mr T Malatjie
Telephone No: (013) 231 1000
e-mail address: tjebanemalatje@gmail.com

TMS CONSULTING ENGINEERS

Name: Mr. Tsakani Siwele
Telephone No: 013 752 8478
e-mail address: info@tmsconsulting.co.za

F.2.10 Pricing the tender offer(a) Value Added Tax

The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation.

(b) The successful Tenderer shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued.

(c) Payment of VAT to non Vat vendors shall be processed from the month in which the Tenderers liability with the South African Revenue Services is effective.

F.2.11 A Tender offer shall not be considered if alterations have been made to the forms of tender data or contract data (unless such alterations have been duly authenticated by the Tenderer) or if any particulars required therein have not been completed in all respects.

F.2.12 Alternative tenders**F.2.12.1** Alternative Tender Offers

If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such an alternative tender offer are:

(a) Individual items

Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Form I: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.

(b) Alternative designs

Where a Tenderer desires to submit alternative tender involving modifications to the design or method of construction that would alter the character of the tender, the following procedure must be observed:

(i) The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for proper evaluation of the tendered alternative, otherwise the offer will not be considered;

(ii) Any alternative tender involving modifications to design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.

(iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus tendered for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from:

- Changes in design parameters ordered by the Engineer;
- Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Engineer.

(iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.

(v) The Tenderer will be liable for all costs necessary for the Engineer to check the alternative design offered

F2.13 Submitting a Tender Offer

F.2.13.3 Tender offers shall be submitted as an original only.

Under no circumstances whatsoever may the tender forms be retyped or redrafted.

Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.

F.2.15 Closing Time

The closing time for submission of Tender Offers is: 12:00 on 10 May 2021. Telephonic, telegraphic, telex, electronic or e-mailed tenders will not be accepted.

F.2.16 Tender validity

The Tender Offer validity period is 90 days from the closing time for submission of tenders.

F.2.19 Access

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

F.2.23 Certificates

The following certificates must be provided with the tender:

- **See F.3.11**

F.3.4 Opening of Tender Submissions

The time and location for opening of the tender offers are:

Time: 12.00 Date: 10 May 2021

F.3.5 The two envelope system will **not** apply to this tender.

F.3.11 Evaluation of Tender Offers

F.3.11.1 The Tenders will be evaluated using a two stage system as per Amended Preferential Procurement Regulations 2017 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000 as follows;

Option 1:

The employer shall:

- a) Determine and test each tender offer for responsiveness in accordance with the conditions of tender and tender data
- b) Check the responsive tenders for arithmetical errors, omissions and discrepancies in accordance with the conditions of tender and tender data.
- c) Obtain clarification from the Tenderer in accordance with the conditions of tender and tender data
- d) Evaluate responsive tenders in accordance with the conditions of tender and tender data.

Responsive tenders will be evaluated according to the MFMA, Circular No.53 of the Municipal Act No.56 of 2003.

SCOPE OF WORKS

The project entails **Construction of Motaganeng Access Bridge** in Ward 18 of. The Access Bridge is located about 600m from road D2537. The project will also entail construction of Precast Portal Culverts over the stream and eroded area including road layer works, asphalt surfacing of about 1.8km, erosion protection and associated works, Road length is 1.8km (and 200m for D2537 intersection). 6m road width.

The scope of will include but not limited to:

- Accommodation of traffic
- Earthworks
- Roadbed, selected layer, sub-base and base layer
- Surfacing of the road with 40mm Asphalt surfacing
- Precast Portal Culverts (2.1m x 2.1m) (7 Cells) (16.8m length) and Gabions
- Kerbing and Edge beam
- Construction of V-drainage
- Speed humps, road markings and signs
- Duration of the contract 8 Months

COMPULSORY RETURNABLE DOCUMENTS:

A bid not complying with the peremptory requirements stated above will be regarded as “Non-Responsive”, and as such will be disqualified. “Responsive” means any bid which, in all respects, complies with the conditions of the specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Regulations of 2017, terms of which provision is made for this policy.

List of Returnable Document:

- Submission of bid document in its original form (refers to every page of the bid document as originally placed on the website or produced without any amendment or changes)
- Compliant tax status (the Municipality will verify tax compliance during evaluation and adjudication stage).
- Proof of registration with CIDB for grade 6 CE PE, 7CE or higher
- Programme of works
- Letter of Good Standing with Compensation Commission (Compensation for injuries and Disease Act)
- 3 years financial statement
- Joint Venture Agreement signed by both parties stipulating the percentage of shareholding agreement supported by separate Central Suppliers Database summary report and consolidated B-BBEE or sworn affidavit.
 - The lead partner on the JV must own 51% shareholding
- CSD Full Report
- Fully Signed and completion MBD forms **(All pages signed or initialled)**
- Copies of Company Registration Certificate-CK/CM Documents (if JV, for both)

-
- The bidders must submit both manual and electronic tender document in the form of CD or USB for consideration.
 - Only EME or QSE will be considered for this bid.
 - Latest submission of Municipal rates and taxes or municipal service invoice issued to the bidder and all directors, by any other municipality or municipal entity. The rates and taxes charges must not be in arrears for more than three months (90 days) for the company & directors.

Please note the following:

- a) If staying in a non-rate-able area, please attach original letter from the Tribal Authority/ Chief or Headman
- b) If the business is operated from the residence of the director, please attach the director's rates supported by an affidavit stating the address of the business premises.
- c) If you are renting, attach valid signed lease agreement
- d) Non tribal area will make a sworn affidavit from commissioner of oath.
- e) Signing of the form of offer, completed in Words and Figures (with a bid price/amount) in full.
- f) Bid forms must be completed in full and each page of the bid initialled.
- g) All pages of general condition of contract (GCC) must be initialled.
- h) Certified ID Copies (Not older than 6 months) of all directors/members/shareholders of company/business.
- i) Price amendment without signature will amount to disqualification
- j) Please note that all certified documents must not be older than 6 months

Special requirements

- Originally certified copies of B-BBEE Level Contribution Certificate (from SANAS accredited agencies) or original sworn affidavit (for EME's or QSE). **Only QSE or EME are eligible to bid.**
- Bidders who do not comply with above will be scored zero.

FUNCTIONALITY SCORECARD

Criteria	Scoring guide			Maximum Weights
<p>Proven Track Records</p> <p>NB: completion certificate should accompanied by appointment letter to score full points per project.</p> <p>NB: Service Providers who did not finish projects on time will score zero and if the project was extended the employer must write a signed letter stating such arrangement</p> <p>NB: Each project will score 5 points (Total of 8 projects for full points)</p>	No	SCORING CRITERIA	WEIGHT	SCORE
		Copies of completion certificate plus appointment letters of R20 million and above NB: Each project will score 5 points (Total of 8 projects to score full points) Company experience in Roads / storm water i.e. bridges	5	
		TOTAL	40	
				40

<p>Financial Viability</p> <p>Non-attachment of approved credit facility or bank guarantee letter will result into zero score.</p>	Bank Rating	Weighting	Score	15
	1. Approved credit facility or bank guarantee letter between R20 million and above	15		
	2. Approved credit facility or bank guarantee between 15 million and R19 million	10		
	3. Approved credit facility or bank guarantee below R15 million rand	05		
	TOTAL	15		

Specific Personnel Knowledge	Designation	Designation	
<p>– certified copies of Academic qualification certificates needs to be attached for functionality points scoring otherwise no points will be allocated.</p> <p>NB: Foreign qualification should be accompanied by certified SAQA (South African Qualifications Authority) Certificate</p>	Site Agent	<p align="center"><u>Site Agent / Project Manager:</u></p> <p><u>Points: 10</u></p> <p>06: N. Diploma in Civil Engineering or equivalent qualification with more than 5 years' experience. Registered with relevant professional body</p> <p>10: B-Tech / BSc in Civil Engineering or equivalent qualification with more than 5 years' exp. Registered with relevant professional body</p>	25
		Construction Supervisor	
	Environmental Officer	<p align="center"><u>Environmental Officer:</u></p> <p><u>Points: 04</u></p> <p>02: N. Diploma Environmental Management / Science with less than 5 years exp.</p> <p>04: Bachelor Environmental Management / Science with more than 5 years' experience registered with professional body.</p>	
	LIC Supervisor	<p align="center"><u>LIC Supervisor:</u></p> <p><u>Points: 02</u></p> <p>02: NQF Level 2 or Relevant qualifications with minimum 5 years exp.</p>	
	Construction HSM	<p align="center"><u>Construction Health and Safety Manager</u></p> <p><u>Points: 04</u></p> <p>02: N. Diploma in Civil Engineering or equivalent qualification with less than 5 years' experience registered with professional body.</p> <p>04: N. Diploma in Civil Engineering or equivalent qualification with more than 5 years' experience registered with professional body.</p>	

Criteria	Scoring guide	Maximum Weights																								
<p>List of plant-</p> <p>1. Tenderer to submit proof of ownership with E-natis certificate</p> <p>2. And in case of hiring, a letter of intent must be submitted with proof of ownership with E-natis certification not older than three months and the letter must indicate Bid number for this project and E-natis certificate will be verified</p> <p>NB: Bidders will scores half points in case of hiring / leasing plant required and has a letter of intent and also proof of ownership by a rental company</p>	<table border="1" data-bbox="596 483 1347 806"> <thead> <tr> <th>Required Plant</th> <th>Weighting</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>1 x Compactor / Grid Roller</td> <td>1</td> <td></td> </tr> <tr> <td>2 x Excavator</td> <td>4</td> <td></td> </tr> <tr> <td>1 x Grader</td> <td>2</td> <td></td> </tr> <tr> <td>1 x TLB</td> <td>1</td> <td></td> </tr> <tr> <td>06 x 10m³ Tipper trucks</td> <td>6</td> <td></td> </tr> <tr> <td>1 x 18 000 liters Water Truck</td> <td>1</td> <td></td> </tr> <tr> <td>TOTAL</td> <td>15</td> <td></td> </tr> </tbody> </table> <p><u>SOCIAL DEVELOPMENT PLAN</u> POINTS: 2.5 The bidders to indicate in the social development plan the amount / percentage of work to be given to the local community.</p> <p><u>METHOD STATEMENT</u> POINTS: 2.5</p>	Required Plant	Weighting	Score	1 x Compactor / Grid Roller	1		2 x Excavator	4		1 x Grader	2		1 x TLB	1		06 x 10m ³ Tipper trucks	6		1 x 18 000 liters Water Truck	1		TOTAL	15		<p>15</p> <p>2.5</p> <p>2.5</p>
Required Plant	Weighting	Score																								
1 x Compactor / Grid Roller	1																									
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1 x Grader	2																									
1 x TLB	1																									
06 x 10m ³ Tipper trucks	6																									
1 x 18 000 liters Water Truck	1																									
TOTAL	15																									
<p>Functionality Threshold (Minimum score) Bidders who score less than 70% will not proceed to the next stage</p>		<p>70</p>																								
<p>Total Points for Functionality</p>		<p>100</p>																								

F.3.11.2 The financial offer

The financial offer will be scored using the following formula:

$$NFO = W_1 \times A$$

Where:

NFO = the number of evaluation points awarded for the financial offer

W_1 = the maximum possible number of bid evaluation points awarded

for the financial offer and will be:

(i) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50,000,000; or

(ii) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50,000,000.

A = the number calculated using Formula 2 (Option 1) Table 1: Formulae for calculating the value of A_a

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + (P - P_m)) / P_m$	$A = P / P_m$
2	Lowest price or percentage commission /fee '	$A = (1 - (P - P_m)) / P_m$	$A = P_m / P$

^a P_m is the comparative offer of the most favourable comparative offer.

P is the comparative offer of the tender offer under consideration.

F.3.11.3(b) The preferences points (B-BBEE), maximum 20 points will be allocated as follows:

Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003) and the Regulations (2017) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).

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

Tenderers who do not submit B-BBEE status level Verification certificate or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for B-BBEE.

Points awarded will be according to a tenderer's B-BBEE status level of contributor and summarised in the table below:

B-BBEE Status Level Of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

F.3.13 Acceptance of Tender Offer

F.3.13.1 Tender Offers will only be accepted on condition that:

- (a) The tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <https://secure.csd.gov.za/>) CSD is compulsory for any company to bid.- Full report not summary
- (b) The tender is signed by a person authorised to sign on behalf of the Tenderer and authority of Signatory is Attached
- (c) a valid Tax Clearance Certificate or PIN is included with his tender;
- (d) The Tenderer has signed and initialized all pages of tender document
- (e) Tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 as well as the Tenderer's health and safety plan, is included with his tender submission;
- (f) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender;
- (g) Tender document has not been unbundled or tampered with,
- (h) the Tenderer or a competent authorised representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;
- (i) The Contractor who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIDB Regulations 2003 promulgated in terms of the Act.
- (j) The Tenderer or any of its principals is not listed on the register of Tender 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;
- (k) The Tenderer has not abused the Employer's Supply Chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect;
- (l) The Tenderer or any of its principals, directors or managers is not employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission.
- (m) The Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria:
 - a. having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract;

- b. having acted in a fraudulent or corrupt manner in obtaining or executing this Contract;
- c. having approached an officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the Tenderer's favour;
- d. having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party;
- e. having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender;
- f. The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.

F.3.18 Copies of Contract

The number of paper copies of the signed contract to be provided by the Employer is ONE.

Annex F: Standard Conditions of Tender

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

F.1 General

F.1.1 Actions

The employer and each 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 and transparently.

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 for 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
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a 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 six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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.

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(s) 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 working days before the closing time stated in the tender data.

F.2.9 Insurance

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

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 (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

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

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

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

F.2.11 Alterations to documents

Not make any alterations or additions to the 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 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 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, either electronically (if they were issued in electronic format) or by writing in black ink.

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, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the 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 and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

F.2.13.8 Accept that the employer shall 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, may 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, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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 total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

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), preferencing 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 non-responsive.

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

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the 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 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 working days prior to 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 of the Tender Notice until seven 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, will then notify it to 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 opening 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 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 above 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

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

- a) meets 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.

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:

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

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

F.3.9 Arithmetical errors

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

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if a bills of quantities applies) to achieve the tendered total of the prices.

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

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 of tender offers

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

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

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

F.3.11.2 Scoring Financial Offers

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

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

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

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

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

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

where:

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

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his 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, notify other tenderers that their tender offers have not been accepted.

F.3.15. Prepare contract documents

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

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

F.3.16 Issue final contract

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

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

Provide to the successful 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.

FETAKGOMO- TUBATSE MUNICIPALITY

MOTAGANENG ACCESS BRIDGE

T2.1 List of Returnable Documents ...

The tenderer must complete the following returnable documents:

1 Returnable Schedules required only for tender evaluation purposes

- A: Record of Addenda to Tender Documents
- B: Certificate of Authority for Joint Ventures / Close Corporation/ Partnership/ Company/ Sole Proprietor (Certified copies of Identity Documents in the case of Sole Proprietor)
- C: Registration Certificates of entities – Joint Ventures / Close Corporation/ Partnership/ Company/ Sole Proprietor
- D: CSD Registration
- E: Compulsory Enterprise Questionnaire
- F: Schedule of the Tenderer's Experience
- G: Schedule of Key Personnel
- H: Schedule of Plant and Equipment
- I: Financial Viability
- J: Method Statement
- K: Proposed Amendments, Qualifications and Alternatives
- L: Schedule of Proposed Subcontractors
- M: Copy of the Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)

2 Other documents required only for tender evaluation purposes

- N: SARS PIN / valid Tax Clearance Certificate issued by the South African Revenue Services.
- O: Form of intent to provide a performance guarantee
- P: CIDB registration certificate
- Q: B-BBBE Status Level Verification Certificate

3 Other documents that will be incorporated into the contract

- R: Execution Programme
- S: Contractors's Health and Safety Declaration
- T: Contractor's Safety Plan
- U: Proforma Notification form in terms of the Occupational Health and Safety Act 1993, Construction Regulations, 2003
- V: MBD Forms (4, 8 and 9)

4 The offer portion of the C1.1 Offer and Acceptance

5 C1.2 Contract Data (Part 2)

6 C2.2 Bills of quantities

A. RECORD OF ADDENDUM TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

ADD. No.	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

B- CERTIFICATE OF AUTHORITY OF AN ENTITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

(I) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors of, hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms, acting in the capacity of, was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

Signature of Chairman:

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as.....
 hereby authorise Mr/Ms
 acting in the capacity of, to sign all documents
 in connection with the tender for Contract No and any contract resulting
 from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

Note: *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

(III). CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,

.....hereby authorise Mr/Ms.....

acting in the capacity of , to sign all documents in connection

with the tender for Contract No and any contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

Note: *This certificate is to be completed and signed by all of the key partners upon who rests the direction of the affairs of the Partnership as a whole.*

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms , authorized signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract Noand any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		

Note: *This certificate is to be completed and signed by all of the key partners upon who rests the direction of the affairs of the Partnership as a whole.*

V) CERTIFICATE FOR SOLE PROPRIETOR

I....., hereby confirm that I am the sole owner of the
business trading as:.....

Signature of Sole owner:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

C. REGISTRATION CERTIFICATE OF AN ENTITY

[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships, Certified ID documents for Sole Proprietors, must be inserted here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement must be included]

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

D. CSD REGISTRATION

The tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <https://secure.csd.gov.za/>) CSD is compulsory for any company to bid.-

Tenderer must attach Full report not summary

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

E. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

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

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is

currently or has been within the last 12 months been in the service of any of the following:

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

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

*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNATURE:
 (of person authorised to sign on behalf of the Tenderer)

DATE:

F. SCHEDULE OF THE TENDERER’S EXPERIENCE (40 POINTS)

The experience of the Tenderer or joint venture partners in the case of Joint venture or consortium will be evaluated on the basis of experience in similar projects or similar areas and conditions in relation to the scope of work.

Tenderers should very briefly describe their experience in this regard relevant to the scope of work and attach this to this schedule. Tenderers must note that the details reflected in the schedule below should have contactable references so that the Municipality can verify the information. If the references are not contactable the information shall not be considered for evaluation purposes.

The description should be put in tabular form with the following headings:

Project name	Period /Year	Value of work inclusive of VAT (Rand)	Length and Type (of Road constructed)	Client	Contact Details

Note to Tenderer: Only information relating to similar projects is to be provided in the above table. Copies of Appointment Letters and completion certificates are to be attached to the last page of this returnable. Information in the table without the certificates attached will not be considered.

NB: completion certificate should accompanied by appointment letter to score full points per project.

NB: Service Providers who did not finish projects on time will score zero and if the project was extended the employer must write a signed letter stating such arrangement

NB: Each project will score 5 points (Total of 8 projects for full points)

SIGNATURE:
 (of person authorised to sign on behalf of the Tenderer)

DATE:

G. KEY PERSONNEL (25 POINTS)

Insert in the table below the key personnel and their proposed function. See functionally page T10 for full Scoring details

KEY PERSONNEL SCHEDULE

No.	Proposed Function	Key Person Name
1.	Site Agent / Project Manager:	
2.	General Foreman	
3.	Environmental Officer:	
4.	LIC Supervisor:	
5.	Construction Health and Safety Manager	

The experience of each key person, relevant to the scope of work, will be evaluated from the points below:

- 1) General experience (total duration of activity), level of education and training and positions held by the key person.
- 2) The education, training and experience of the person, in the specific sector, field, subject, etc. which is directly linked to the scope of work.

A CV of each key person of not more than 3 pages should be attached to this schedule.

Each CV should be structured under the following headings:

3. Personal particulars
 - name, - date and place of birth
 - place (s) of tertiary education and dates associated therewith
4. Qualifications
5. Name of current employer and position in enterprise
6. Overview last 10 years of experience (year, organization, position and projects)
7. Outline of recent assignments / experience that has a bearing on the scope of work

NB:

Certified copies of Academic qualification certificates needs to be attached for functionality points scoring otherwise no points will be allocated. Foreign qualification should be accompanied by certified SAQA (South African Qualifications Authority) Certificate

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

H. TENDERER'S SCHEDULE OF PLANT AND EQUIPMENT (15 POINTS)

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our Tender is accepted.

- (a) **Details of major equipment that will be hired, or acquired for this contract if my / our Tender is accepted**
- (b) The tenderer will receive Quality points for listing of plant available for this specific contract as follows:

List of plant-

1. Tenderer to submit proof of ownership with E-natis certificate
2. And in case of hiring, a letter of intent must be submitted with proof of ownership with E-natis certification not older than three months and the letter must indicate Bid number for this project and E-natis certificate will be verified

NB: Bidders will **scores half points in case of hiring / leasing plant** required and has a letter of intent and also proof of ownership by a rental company

- (c) Proof of ownership to be submitted: Natis to be attached

Required Plant	Weighting	Score
1 x Compactor / Grid Roller	1	
2 x Excavator	4	
1 x Grader	2	
1 x TLB	1	
06 x 10m ³ Tipper trucks	6	
1 x 18 000 litres Water Truck	1	
TOTAL	15	

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

Failure to complete this form properly and correctly, will lead to the conclusion that the Tenderer does not have the necessary plant and equipment resources at its disposal, which will prejudice its Tender.

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

I. FINANCIAL VIABILITY (15 POINTS)**Financial Viability**

Non-attachment of approved credit facility or bank guarantee letter will result into zero score.

Bank Rating	Weighting	Score
1. Approved credit facility or bank guarantee letter between R20 million and above	15	
2. Approved credit facility or bank guarantee between 15 million and R19 million	10	
3. Approved credit facility or bank guarantee below R15 million rand	05	
TOTAL	15	

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

J. METHOD STATEMENT (5 POINTS)**SOCIAL DEVELOPMENT PLAN****POINTS: 2.5**

The bidders to indicate in the social development plan the amount / percentage of work to be given to the local community.

METHOD STATEMENT**POINTS: 2.5**

The method statement must respond to the Scope of Work and outline the proposed approach / methodology. The method statement should articulate what value the Tenderer will add in achieving the stated objectives for the project.

The Tenderer must explain his / her understanding of the objectives of the assignment and the Purchaser's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

K. AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts. as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

- [Notes:** (1) Amendments to the General and Special Conditions of Contract are not acceptable;
- (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.]

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

- [Notes:** (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.
- (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.
- (3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note: The tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced]

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

L. SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

SIGNATURE:
 (of person authorised to sign on behalf of the Tenderer)

DATE:

M. COPY OF WORKMENS' COMPENSATION REGISTRATION CERTIFICATE (OR PROOF OF PAYMENT OF CONTRIBUTIONS IN TERMS OF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT NO. 130 OF 1993)

[Certified Copy of the Certificate or Proof of Payment thereof obtained from the Workmen's Compensation Commissioner to be inserted here]

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

N. TAX CLEARANCE CERTIFICATE / SARS PIN**IMPORTANT NOTES:**

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

" SARS PIN / Tax clearance certificate

16. No contract may be awarded to a person who has failed to submit a valid Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS."

2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate. **This Tax Clearance Certificate must be submitted with the tender that is before the closing time and date of the tender.**

Each party to a Consortium/Joint Venture/Sub-contractors must complete a separate Tax Clearance Certificate.

Failure to submit a valid Tax Clearance Certificate or SARS PIN will invalidate the tender.

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

TAX CLEARANCE CERTIFICATE OR SARS PIN

[Tax Clearance Certificate obtained from SARS to be inserted here]

O. FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

[The Tenderer must attach hereto a letter from the bank or institution with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so]. A Proforma is attached for the tenderers to use. See Points for Submitting Letter of Intent to Provide Guarantee

PRO-FORMA FOR A PERFORMANCE GUARANTEE

PERFORMANCE GUARANTEE

Employer: (Name and Address) _____

Contract No: _____

(Contract title) _____

WHEREAS _____
(hereinafter referred to as "the Employer") entered into, a Contract with

(hereinafter called "the Contactor") on the _____ day of _____ 20_____
for the construction of (Contract Title)

at _____

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS _____ (hereinafter referred to as "the Guarantor") Has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE, _____

Do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50%, which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid of liquidated.

5. Our total liability hereunder shall not exceed the sum of _____
_____ (in words)

R _____ (in figures)
(10 % of the tender sum) that amount I/we agree to hold at your disposal.

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor’s liability hereunder shall cease.

I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

7. I/We hereby choose our address for the serving of all notices for all purposes arising here from as _____

IN WITNESS WHEREOF this guarantee has been executed by us at _____

on this _____ day of _____ 20 _____

As witnesses:

1. _____ Signature _____

1. _____ Signature _____

Duly authorized to sign on behalf of (*Guarantor*) _____

Address _____

P. CIDB REGISTRATION CERTIFICATE

Tenderers must be registered with the CIDB in a Civil Engineering class of construction works. Tenderers should have a CIDB contractor grading designation of 6CEPE/ 7CE or higher.

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

Q. B-BBEE STATUS LEVEL

A maximum 20 points will be allocated as follows:

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

Tenderers who do not submit B-BBEE status level Verification certificate or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for B-BBEE.

A trust, consortium or joint venture must submit a consolidated B-BBEE status level verification certificate for every separate bid.

B-BBEE Status Level Of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

S. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2003.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
 - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ***Yes / No**

(* = delete whatever is not applicable)

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this contract)

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

- (a) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:
 - (i) By whom will training be provided?
 - (ii) When will training be undertaken?
 - (iii) List the positions to be filled by persons to be trained or hired:

- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:
 Name of proposed subcontractor:
 Qualifications or details of competency of the subcontractor:

- 5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
- 6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
- 7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
- 8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE:
 (of person authorised to sign on behalf of the Tenderer)

DATE:

T. CONTRACTOR'S SAFETY PLAN

[The Tenderer shall attach to this page the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in T2.1]

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

U. PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the office of the Department of Labour]

- 1. (a) Name and postal address of Contractor:.....
.....
- (b) Name of Contractor's contact person:
Telephone number:
- 2. Contractor's workman's compensation registration number:
- 3. (a) Name and postal address of client:
.....
- (b) Name of client's contact person or agent:
Telephone number.....
- 4. (a) Name and postal address of designer(s) for the project:
- (b) Name of designer's contact person:
Telephone number.....
- 5. Name of Contractor's construction supervisor on site appointed in terms of Regulation 6(1): Telephone number:
- 6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).
.....
- 7. Exact physical address of the construction site or site office:
- 8. Nature of the construction work:
- 9. Expected commencement date:
- 10. Expected completion date:
- 11. Estimated maximum number of persons on the construction site:
- 12. Planned number of subcontractors on the construction site accountable to Contractor:
- 13. Name(s) of subcontractors already chosen:
-
-
-
-

SIGNED BY:

CONTRACTOR: DATE:

CLIENT: DATE:

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹“State” means –
 (a) 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);
 (b) Any municipality or municipal entity;
 (c) Provincial legislature;
 (d) National Assembly or the national Council of provinces; or
 (e) Parliament.

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

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
 Name of state institution at which you or the person

connected to the bidder is employed:
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1 If yes, did you attach proof of such authority to the bid **YES / NO**
document?

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**
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?

2.9.1 If so, furnish particulars.
.....
.....
.....

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

2.10.1 If so, furnish particulars.
.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES / NO**
of the company have any interest in any other related companies

whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Peral Number

DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<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? (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>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 outside of 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:		

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 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 MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of 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