



**FETAKGOMO TUBASTE LOCAL MUNICIPAL MUNICIPALITY**

**PART: A: INVITATION TO BID:**

**MBD1**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE FETAKGOMO TUBATSE LOCAL MUNICIPLAITY TENDER DESCRIBED HERE BELOW**

<b>BID NUMBER:</b>	<b>RFQ/01/22/23</b>	<b>CLOSING DATE</b>	<b>23 August 2022</b>	<b>CLOSING TIME:</b>	<b>12:00</b>
<b>BID DESCRIPTION</b>	<b>REQUEST FOR QUALIFICATION FOR BUILD OPERATE TRANSFER OF NEW BURGERSFOT LANFILL SITE FOR A PERIOD OF 6 YEARS. COMMENCING ON 15 NOVEMBER 2022</b>				
<b>TOTAL BID PRICE</b>	<b>N/A</b>				

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7) AND SERVICE LEVEL AGREEMENT OF FETAKGOMO TUBATSE LOCAL MUNICIPALITY AND IMPLEMENTATION AGREEMENTS.**

BID RESPONSE DOCUMENTS SHALL BE DEPOSITED IN THE BID BOX SITUATED AT (Fetakgomo Tubatse Local Municipality, 1 Kastania Street, Burgersfort) 12:00 on the 23/08/2022

An official and compulsory tender briefing will be done online on the [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_YmI1ODRkYWUtZjFhYy00OWM4LWI1ODctYzk5OTgyYWUxMGU0%40thread.v2/0?context=%7b%22Tid%22%3a%22ef1658a4-99ba-4076-936b-e98f50e37263%22%2c%22Oid%22%3a%2224716386-ebd2-493e-93d9-afd87426e162%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmI1ODRkYWUtZjFhYy00OWM4LWI1ODctYzk5OTgyYWUxMGU0%40thread.v2/0?context=%7b%22Tid%22%3a%22ef1658a4-99ba-4076-936b-e98f50e37263%22%2c%22Oid%22%3a%2224716386-ebd2-493e-93d9-afd87426e162%22%7d)

The Bid box is generally open 24 hours, 7 days a week.

**RFQ/01/22/23 REQUEST FOR QUALIFICATION FOR BUILD OPERATE TRANSFER OF NEW BURGERSFOT LANFILL SITE FOR A PERIOD OF 6 YEARS COMMENCING IN NOVEMBER 2022.**

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

**Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from Fetakgomo Tubatse Municipal website at [www.ftlm.gov.za](http://www.ftlm.gov.za) at no fee.**

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	

B-BBEE STATUS LEVEL NUMBER	-----		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED			
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
MUNICIPALITY	FETAKGOMO TUBATSE	CONTACT PERSON	Mr. S MASONTO
CONTACT PERSON	Mr. Lesly Makgopa	TELEPHONE NUMBER	013 213 1000
TELEPHONE NUMBER	013 231 1088	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	<a href="mailto:smasonto@ftlm.gov.za">smasonto@ftlm.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:lmakgopa@ftlm.gov.za">lmakgopa@ftlm.gov.za</a>		

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC 3<sup>rd</sup> Edition (2015)) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN THE CASE WHERE BIDS OF CONSORTIA / JOINT VENTURES / SUB- CONTRACTORS ARE SUBMITTED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

#### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
- 3.2. YES NO
- 3.3. DOES THE ENTITY HAVE A BRANCH IN THE RSA?
- 3.4. YES NO
- 3.5. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.6. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.7. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

## **SCHEDULE OF CONTENTS**

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**FETAKGOMO TUBATSE LOCAL MUNICIPAL MUNICIPALITY**

**BUDGET AND TREASURY OFFICE**

**BID NO: RFQ/01/22/23**

**REQUEST FOR QUALIFICATION FOR BUILD OPERATE TRANSFER OF NEW BURGERSFOT LANFILL SITE FOR A PERIOD OF 6 YEARS. COMMENCING ON 15 NOVEMBER 2022**

**BUSINESS UNIT: BUDGET AND TREASURY OFFICE**

Bids are hereby invited for the Request for REQUEST FOR QUALIFICATION FOR BUILD OPERATE TRANSFER OF NEW BURGERSFOT LANFILL SITE FOR A PERIOD OF 6 YEARS. COMMENCING ON 15 NOVEMBER 2022

Complete Bid document, fully initialed and signed must be sealed in an envelope marked

**RFQ/01/22/23- REQUEST FOR QUALIFICATION FOR BUILD OPERATE TRANSFER OF NEW BURGERSFOT LANFILL SITE FOR A PERIOD OF 6 YEARS. COMMENCING ON 15 NOVEMBER 2022**

Bidders should ensure that the bid documents are delivered timeously to the correct address. Late bid documents and incomplete documents will not be accepted for consideration.

**THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATION OF 2011.**

The Municipality shall adjudicate and award the prequalified bidders in accordance with preferential procurement regulation 2011 and will be output based. Prospective bidders must accept that the bid will be adjudicated according to the said legislation. Bids shall remain valid for 90 (ninety) days from date of closing of tender.

**N.B: NO RFQ BID DOCUMENTS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE [AS DEFINED IN REGULATION 1 OF THE LOCAL GOVERNMENT: MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS]**

Enquiries relating to this bid should be addressed to **Mr. Lesly Makgopa on email: [lmakgopa@ftlm.gov.za](mailto:lmakgopa@ftlm.gov.za)**

## **RESPONSIVENESS AND EVALUATION CRITERIA**

### **MUNICIPALITY WILL CONSIDER NO BID UNLESS ITS MEETS THE FOLLOWING RESPONSIVENESS CRITERIA**

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- Bid forms must be completed in full and each page of the bid initialed.
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- Proof of payment of municipal rates and taxes.
- Registered in the relevant professional body in the specific field
- Adhere to Pricing Instructions.
  - a) Policy, the Preferential Procurement Policy Framework Act, and other applicable legislations.
  - b) The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

**By submitting this bid, bidder authorizes the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.**

## PLEASE NOTE

**The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:**

- a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.
- c) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- d) Failed, during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
- e) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- f) Been convicted of fraud or corruption during the past five years;
- g) Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- h) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

- 1.** It is a condition of a bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 2.** In order to meet this requirement bidders are required to complete in full the attached form TAX PIN 001 "Application for a Tax Pin" and submit it to any SARS branch office nationally. The Tax Pin Requirements are also applicable to foreign bidders/ individuals who wish to submit bids.
- 3.** SARS will then furnish the bidder with a Tax Pin that will be valid for a period of 1 (one) year from the date of approval.
- 4.** The original Tax Pin must be submitted together with the bid. Failure to submit the original and valid Tax Pin will result in the invalidation of the bid. Certified copies of the Tax Pin will not be acceptable.
- 5.** Where the bids involve Consortia / Joint Ventures / Sub-contractors, each party must submit a separate Tax Pin.
- 6.** Copies of the TAX PIN 001 "Application for a Tax Pin" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 7.** Applications for the Tax Pins may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).



**BID NO: RFQ/01/22/23**

I/We, the undersigned:

- a) Bid to supply and deliver to Fetakgomo Tubatse Local Municipality all or any of the supplies and to render all the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- c) Further agree to be bound by those conditions, set out in Forms, MBD's, SBD's and the Annexures attached hereto, should this bid be accepted in whole or in part;
- d) Confirm that this bid may only be accepted by the Fetakgomo Tubatse Local Municipality by way of a duly authorized Letter of Acceptance; and,
- e) Declare that, the relevant authorized person thereto will initial each page of the bid document and amendments.
- f) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
- g) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.

Signed at .....this ..... Day of ..... (Year)

**Signature of the Bidder:** \_\_\_\_\_

**Name of Bidder:** \_\_\_\_\_

**Professional Registration No, if any, attach proof)**

\_\_\_\_\_

**Address:** \_\_\_\_\_

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

**As Witness:** 1. \_\_\_\_\_

2. \_\_\_\_\_

***Particulars of Sole Proprietors and partners in partnerships***

<b><i>Name</i></b>	<b><i>Identity Number</i></b>	<b><i>Personal Income Tax Number</i></b>

**(Attach of identity Document, if bidder is a Sole Proprietor and/or partners in partnership)**

**State in cases where the bidder is a Company, Corporation of Firm by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney or otherwise.**

I/We the undersigned am/are authorized to enter into this contract of behalf of:

by virtue of \_\_\_\_\_

dated \_\_\_\_\_ a certified copy if which is attached to this bid.

**Signature of authorized person:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

**Postal Address:** \_\_\_\_\_

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

**As witness:** 1. \_\_\_\_\_

2. \_\_\_\_\_

**Please Note:**

***The prices at which bids are prepared to supply the goods and materials or perform the services must be placed on the column on the Form provided for that purpose.***

**Failure on the part of the bidder to sign the Form of Bid and initial each page of this bid document will result in a bid being disqualified.**

**Bank account details of bidder:**

**Bank:** \_\_\_\_\_

**Branch:** \_\_\_\_\_

**Branch Code:** \_\_\_\_\_

**Accounting Number:** \_\_\_\_\_

**Type of Account:** \_\_\_\_\_

**PROOF THAT MUNICIPAL ACCOUNT IS PAID IN FULL TO BE ATTACHED (ARRANGEMENTS MADE WITH COUNCIL WILL BE TAKEN INTO CONSIDERATION).**

**NOTE: THE AUTHORIZED SIGNATORY MUST SIGN ANY ALTERATIONS TO THE BIDDER DOCUMENT IN FULL**

**ANY COMPLETION OF THE BIDDER DOCUMENT IN ERASABLE INK WILL NOT BE ACCEPTED**

## BIDDING INFORMATION

Details of person responsible for bidding process

Name \_\_\_\_\_

Contact number \_\_\_\_\_

Address of office submitting bid \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

Fax no \_\_\_\_\_

E-mail address \_\_\_\_\_

VAT Registration Number \_\_\_\_\_

Has an original and valid Tax Pin been attached? Yes/No

Has a B-BBEE status level verification certificate been submitted? Yes/No

(Tick applicable box)

- IF YES, WHO WAS THE CERTIFICATE ISSUED BY? AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CC):
  
- A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS):
  
- A REGISTERED:

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

- ARE YOU THE ACCREDITED REPRESENTATIVE:  
**Yes/No**
- IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? (If **yes** **enclose Proof**)

**AUTHORITY FOR SIGNATORY**

Signatories for close corporation and companies shall conform their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

“By resolution of the board of directors passed on \_\_\_\_\_ 20\_\_\_\_

Mr/Ms. \_\_\_\_\_

Has been duly authorized to sign all documents in connection with the bid for

Contract \_\_\_\_\_ No \_\_\_\_\_

And any Contract, which may arise there from on behalf of

---

Signed on behalf of the company:

In his/her capacity as:

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

Signature of signatory

As witness: 1. \_\_\_\_\_

2. \_\_\_\_\_

## GENERAL UNDERTAKINGS BY THE BIDDER

## DEFINITION

1. **"Acceptable bid"** means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Regulation (of 2011).
2. **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.
3. **"Chairperson"** means the chairperson of the Fetakgomo Tubatse Local Municipality Bid Adjudication Committee.
4. **"Closing time"** means the date and hour specified in the bid documents for the receipt of bids.
5. **"Contract"** means legally binding agreement between Fetakgomo Tubatse Local Municipality and the service provider.
6. **"Contractor"** means any natural or legal person whose bid documents for the receipt of bids
7. **"Council"** means **Fetakgomo Tubatse Local Municipality**
8. **"Member"** means a member of the Bid Adjudication Committee.
9. **Service providers"** refers to the bidders who have been successful in being awarded Council contracts.
10. **SMMs"**(Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co- operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).
11. **"Order"** means an official written order issued for the supply of goods or the rendering of a service in accordance of the accepted bid or price quotation.
12. **"Written" or "in writing,"** means hand written in ink or any form of mechanical writing in printed form.



## **INTERPRETATION:**

1. In this agreement, clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention:
2. An expression which denotes:-
3. Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
4. When any number of day(s) is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
5. Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

I/we hereby tender:

6. To supply all or any of the supplies and/or to render all or any of the services described in the attached documents {Forms, Schedule(s) and/or Annexure(s) to the Fetakgomo Tubatse Local Municipality}.
7. To the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid). At the prices and on the terms regarding time for delivery and/or execution inserted therein.

I/we agree further that:

8. The offer herein shall remain binding upon me/us and open for acceptance by the Fetakgomo Tubatse Local Municipality during the validity period indicated and calculated from the closing time of the bid.
9. This bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Scheduled(s) and/or Annexure(s) attached hereto with which I am /we are fully acquitted.
10. Notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:

10.1 If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Fetakgomo Tubatse Local Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Municipality;

10.2 In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid;

10.3 The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;

10.4 Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.

11. Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay the Fetakgomo Tubatse Local Municipality legal costs on an attorney and own client;
12. If my/our bid is accepted that acceptance may be communicate to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us.
13. The law of the Republic of South Africa shall govern the contract created by the acceptance to this tender.
14. I/we have satisfied myself/ourselves as to the correctness and validity of this tender, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
15. I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfillment of this contract.

**I/we declare that I/we have participated /no participated in the submission of any other bid for the supplies/services described in the attached documents. If your answer here is yes, please state the names(s) of the other Bid(s) involved: \_\_\_\_\_**

## General Conditions of Contract

## 1 DEFINITION

The following terms shall be interpreted as indicated:

- 1.1 "**Closing time**" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "**Contract**" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "**Contract price**" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "**Corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "**Countervailing duties**" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "**Country of origin**" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "**Day**" means calendar day.
- 1.8 "**Delivery**" means delivery in compliance of the conditions of the contract or order.
- 1.9 "**Delivery ex stock**" means immediate delivery directly from stock actually on hand.
- 1.10 "**Delivery into consignees store or to his site**" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "**Dumping**" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "**Force majeure**" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "**Fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "**GCC**" means the General Conditions of Contract.
- 1.15 "**Goods**" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of component parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

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

1.18 **“Manufacture”** means the production of products in a factory using labour, materials, component and machinery and includes other related value-adding activities.

1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.

1.21 **“Purchaser”** means the organization purchasing the goods.

1.22 **“Republic”** means the Republic of South Africa.

1.23 **“SCC”** means the Special Conditions of Contract.

1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 **“Supplier”** means the successful bidder who is awarded the contract to maintain and Administer the required and specified service(s) to the State.

1.26 **“Tort”** means in breach of contract.

1.27 **“Turnkey”** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 **“Written”** or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

## **4. Standards**

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information inspection**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GC Clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent Rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of Patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

## **7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspections requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried

out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

## **11. Insurance**

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

## **12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

## **13. Incidental Services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the Delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

## **17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

## **18. Variation orders**

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 20% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## **19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.



21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, sum calculated on the delivered price of the delayed goods or unperformed interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) If the supplier fails to perform any other obligation(s) under the contract; or

(c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or service similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. 23.4 If a purchaser intends imposing a restriction on a supplier or any person associate time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) The name and address of the supplier and / or person restricted by the purchaser;

(ii) The date of commencement of the restriction

- (iii) The period of restriction; and
- (iv) The reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

## **24. Antidumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

## **28. Limitation of Liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

## **31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

### **33. Transfer of contracts**

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

### **34. Amendment of contracts**

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

### **35. Prohibition of restrictive practices**

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the Purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## GENERAL PROCEDURES

### 1 General Directives

- 1.1 The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders and contracts, unless otherwise approved by the Council prior to the invitation of the bids.
- 1.2 Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
- 1.3 Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
- 1.4 The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.
- 1.5 Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.
- 1.6 All bids with regard to the bidding of a service e.g. materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.
- 1.7 The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.

### 2 Issuing of bid documents

- 2.1 On the date that the advertisement appears in the Municipality's Tender Bulletin, and or media,
- 2.2 prospective bidders may request copies of the tender documentation.
- 2.3 The Supply Chain Management Unit will keep a register and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder.
- 2.3 No bid responses from any bidder should be accepted if sent via the Internet, e-mail or fax.
- 2.4 Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the

Municipality with regard to any advertised bid. No line function staff should be allowed to communicate with potential bidders without the approval by the Manager: Supply Chain Management Unit.

- 2.5 The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time.
- 2.6 The decision to extend the closing date or time rests with the Manager: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

### **3. Payment of bid documents**

Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at [www.etenders.gov.za](http://www.etenders.gov.za) at no fee

### **4 Public Invitation for competitive bids**

The following are procedures for the invitation of competitive bids:

- 4.1 Invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Tender Bulletin) and

### **5 Public advertisement must contain the following:**

The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and

6. **Accounting officer** may determine a closure date for the submission of bids which is less than the 30 or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.

### **7. Bids submitted must be sealed.**

**The following information must appear in any advertisement:**

- Bid number;
- Description of the requirements;
- The place where the bid documents can be obtained;
- The date, time and venue where site inspection/briefing session will be (if applicable);
- Closing date and time;
- The fee applicable that must be paid before the bid documents will be issued; and
- The name and telephone numbers of the contact person for any enquiries

## **9. Site meetings of briefing sessions**

A fully explanatory site inspection must be conducted before the close of the bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.

It should be a condition that prospective bidders attend a site inspection and non-attendance should invalidate a bid, where a site inspection/briefing session is applicable.

## **10. Handling of bids submitted in response to public invitation**

### **10.1 Closing of bids**

All bids will close at **10H00** on a date as stipulated on the advertisement, which must be reflected in the bid document.

Bids are late if they are received at the address indicated in the tender documents after the closing date and time.

A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by explanation.

### **10.2 Opening of bids**

Bids are opened in public as soon as possible after the closure in the presence of the Manager: Supply Chain Management or his/her delegate.

The official opening the bids should in each case read out the name of the bidder and the amount of the bid.

The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened.

Bids should be recorded in a register kept for that purpose.

### **10.3 Validity Period of the bids**

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid closure endorsed on the front cover of the bid document. Should the validity period expires on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

### **10.4 Consideration of bids**

- The Council takes all bids duly admitted into consideration.
- The Council reserves the right to accept the lowest or any bid received.
- The decision by the Municipality regarding the awarding of a contract must be final and binding

## 10.5 Evaluation of bids

The following are criteria against which all bids responses will be evaluated:

### 11 . Compliance with bid conditions;

- Bid submitted on time,
- Bid forms signed and each page initialled
- All essential information provided
  
- Submission of Company Registration Certificate
- Submission of a Joint Venture Agreement, which has been properly signed by all parties
- Payment of Municipal Fees.

### 12 Financial ability to execute the contract; and

- (i) The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives and points scored for price.
- (ii) Only bidders who are registered in the relevant professional body will be considered. This requirement will remain in force as long as it is a requirement of that specific professional body.
- (iii) The Joint Ventures, all companies, which are part of the joint venture, must be registered with the professional body. The company that meets the requirement of professional body will be considered.

### 13 Evaluation of bids on functionality and price

13.1 All bids received will be evaluated on functionality and price.

**14 The conditions of bid** may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further evaluation.

- I. The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives must be calculated separately and must be added to the points scored for price.
- II. Only bid with the highest number of points will be selected.

### 15 Acceptance of bids

- I. Successful bidders must be notified at least by registered post of the acceptance of their bids, but that acceptance however, will only take effect after completion of the prescribed contract form.
- II. The successful service provider will be required to sign the service level agreement.
- III. Unsuccessful bids should not be returned to bidders, but should be placed on record for audit purposes.



IV. A register or records should be kept of all bids accepted.

## **17 Publication of bids results**

The particulars of the successful bidders should be published in the Municipality's Tender Bulletin, website as well as the newspaper on which the bid was advertised.

## **18 Cancellation and re-invitation of bids**

- I. In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R1000 000.00, the bid invitation must be cancelled. If one or more of the acceptable bid(s) received are within the R1 000 000.00 threshold, all bids received must be evaluated on the 80/20 preference point system.
- II. In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R1000 000.00, the bid must be cancelled. If one or more of the acceptable bid(s) received are above the R1 million threshold, all bids received must be evaluated on the 90/10 preference point system.

If a bid was cancelled as indicated above, the correct preference point system must be stipulated in the bid documents of the re-invited bid.

Municipal Manager may, prior to the award of a bid, cancel the bid if:

- Due to changed circumstances, there is no longer a need for the services, works or goods requested.
- Municipal Manager must ensure that only goods, services or works that are required to fulfil the needs of the institution are procured.

Or

Funds are no longer available to cover the total envisaged expenditure.

Municipal Manager must ensure that the budgetary provisions exist prior to inviting bids: or

No acceptable bids are received (If all bids received are rejected, the institution must review the reasons justifying the rejection and consider making revisions to the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new bids)

## **19 Sale and Letting of Asset**

The Preferential Procurement Regulations, 2011 is not applicable to the sale and letting of assets

In instances where assets are sold or leased by means of a bidding process, the bid must be awarded to the bid with the highest price.

**FORM " E "**

**RFQ/01/22/23: REQUEST FOR QUALIFICATION FOR BUILD OPERATE TRANSFER OF NEW BURGERSFOT LANFILL SITE FOR A PERIOD OF 6 YEARS. COMMENCING ON 15 NOVEMBER 2022**

**SPECIAL CONDITIONS OF CONTRACT**

1. Bid Security in the form of an Irrevocable Bank Guaranteed Cheque of **R1.0 Million** Valid for 180 days from date of submission of the RFQ.
2. The period of 180 days covers the Request for Qualification as well as the Request for Proposal Period.
3. Bid Securities will be returned to unsuccessful bidders upon finalization of the adjudication of RFQ.
4. For those who are successful, the bid security will remain in the possession of FetaKgomo Tubatse Local Municipality until finalization of the RFP.

**REQUEST FOR QUALIFICATION FOR BUILD OPERATE TRANSFER OF NEW BURGERSFOT LANFILL SITE FOR A PERIOD OF 6 YEARS. COMMENCING ON 15 NOVEMBER 2022****BID NUMBER : RFQ/01/22/23****1. INTRODUCTION****1.1 The Objective of the RFQ**

This RFQ is intended to attract and invite Service providers to respond to being pre-qualified for a round of REQUEST FOR QUALIFICATION FOR BUILD OPERATE TRANSFER OF NEW BURGERSFOT LANFILL SITE FOR A PERIOD OF 6 YEARS. COMMENCING ON 15 NOVEMBER 2022.2 The targeted Service Provider

This RFQ is intended for service providers who have the experience of delivering a Landfill site Development using a BOT model infrastructure project and can robustly demonstrate that they have done so in the past. The service providers, who have interest, must respond to this RFQ and show their capacity, skill and experience as requested more in detail in point **3.1** and **6.2** of this RFQ document.

**1.3 About the Organization**

The main objective of this project is to implement a new landfill site at Burgersfort, as the existing landfill has reached the end of its production life as per design capacity and utilization of its allocated permit which ended in 2018. Closure processes for Burgersfort landfill site are underway as requested by law, thus it becomes critical to development a new much the needed landfill site.

This section of the document sets out a description of the scope of the project in terms of the issued license by LEDET. This is based on the Detailed Design study undertaken in developing the scope of the project.

**1.4 Project Background**

The Municipality currently manages the existing Burgersfort landfill site, which is located on the eastern side of the region and serve areas like Burgersfort, Steelpoort, Praktiseer, Ohrigstad towns and the mines. The existing landfill reached the end of production life as per its design capacity and utilization requirements and its allocated permit which ended in 2018. Closure processes for the old Burgersfort landfill site are underway as requested by law, thus it becomes critical to develop the much needed a new landfill site.

Studies on the development of the Burgersfort landfill site was carried out by Engineerex Pty Ltd, and this included the Detailed Engineering Designs and the processes to acquire the waste license in line with the National Environmental Act: Waste Act (Act No 59 of 2008).

KELOTLHOKO has reviewed the studies carried out by Engineerex Pty Ltd. Looking at the studies carried out by Engineerex Pty Ltd there is nothing which prevent the Municipality from proceeding with the project to a procurement stage.

The intended new landfill Site will be categorized as Class B waste disposal site (landfill) and will cater for areas located within the Burgersfort region and its surrounding settlements.

## 2. PROJECT AREA

### 2.1. Project Location

The project site is a “greenfield” site and is located on part of Portion 9 of Farm Aapiesdoorndraai 298 KT. The new landfill site covers approximately an area of 30 hectares (ha) in extent.

The site lies to the east of the D2537 Road to Penge and was accessed from this road. It has undulating bushveld with three (3) perennial streams running from the hill in the east towards the D2537 Road. The hill is approximately 55m high and the site slopes towards the road at a gradient of 1:28. The site is approximately 10 km from Burgersfort Town. The site’s neighbouring areas are:

- ❖ Burgersfort Town,
- ❖ Steelpoort,
- ❖ Praktiseer,
- ❖ Ohrigstad and
- ❖ mines.

Below is the description of the Landfill and its geographical coordinates

NAME	DESCRIPTION
Name / Erf Number	Portion 9 of Farm Aapiesdoorndraai 298 KT
SG 21 Digit Code	T0KT00000000029800009
Physical Address	Penge (Road 02537)
Co-ordinates	<ul style="list-style-type: none"> <li>❖ Corner 1 - 30°21'32.65"E 24°37'2.99"S</li> <li>❖ Corner 2 - 30°21'55.21"E 24°37'14.43"S</li> <li>❖ Corner 3 - 30°21'53.69"E 24°37'25.35"S</li> <li>❖ Corner 4 – 30°21'28.89"E 24°37'21.50"S</li> </ul>

### 2.2. Climate

In Burgersfort, the summers are warm, wet, and partly cloudy and the winters are short, cool, dry, and clear. Over the course of the year, the temperature typically varies from 48°F to 83°F and is rarely below 43°F or above 91°F.

### **2.3. Land Ownership**

The land on which the proposed landfill is to be built was donated by the, then Department of Rural Development and Land Reform to Greater Tubatse Local Municipality / Fetakgomo Tubase Local Municipality (GTM/ FTLM). This land now belongs to Fetakgomo Tubase Local Municipality.

### **2.4. Topography**

A topographic survey was carried out by Initio Earth Sciences. The site lies to the east of the D2537 road to penge and can be accessed from this road.

The site has undulating bushveld with three perennial streams running from the hill in the east towards the D2537 road. The hill is approximately 55m high, and the site slopes towards the road at a gradient of 1:28.

- ❖ The side slopes :1:4(V:H)
- ❖ Minimum slope :1.4%
- ❖ Maximum slope :4%
- ❖ Minimum floor slopes:0.0147/1

### **2.5. Geology**

The Greater Tubatse Municipality (GTM) is situated on the eastern side of the Bushveld Igneous Complex and the Transvaal geological system and is therefore underlain by both sedimentary and volcanic rock formations. Owing to the geological composition, the area is characterized by steep rising mountains, which are linked by undulating river valleys.

Minerals are found in abundance in the Bushveld Igneous Complex, which has seen the establishment of several mines in the area. The most fertile soils in the region are to be found in the lower lying areas of Burgersfort and Steelpoort, which are deep, well-drained and characteristic of deep sandy/loamy soils of exceptional quality. These soils are suitable for most agricultural purposes.

### **2.6. Accessibility**

The Project site can be accessed from the junction of Penge Road (D2537) and R555, approximately 8 km from Burgersfort Town. Along Penge Road (D2537), the site is accessed from the North West corner of the site, off Penge Road (D2537), This will be an internal road which will be built as part of the new landfill facility, with sufficient width for vehicular and pedestrian access.

## **3. PROJECT SCOPE**

The landfill facility will be constructed and operated in accordance with the Minimum Requirements for Waste Disposal to Landfill (DWAF, 2nd Edition, 1998), the current National Norms and standards for Disposal of Waste to Landfill and in terms of Section 49(1)(a) of the National Environmental Management: Waste Act, 2008 (Act No.59 of 2008) in terms of the issued Licence . The landfill will be categorized as Class B or GLB+, as shown below.

**Table 3-1: Landfill Classifications**

<b>REGULATIONS AND STANDARDS</b>	
<b>Landfill classification</b>	<b>Class B</b>
Typical types of waste accepted	<ul style="list-style-type: none"> <li>❖ Type 2 (Moderate Risk), Type 3 and Type 4 waste streams;</li> <li>❖ Domestic waste;</li> <li>❖ Post-consumer packaging;</li> <li>❖ Non-hazardous business waste;</li> <li>❖ Builders rubble and excavated earth material not containing hazardous waste or hazardous chemicals;</li> <li>❖ Waste tyres;</li> <li>❖ Garden waste;</li> <li>❖ Non-infectious animal carcasses;</li> <li>❖ Waste where the leachable concentration of specific contaminants falls within acceptable thresholds, as described in GN 635.</li> </ul>

The Project will cover the four (4) main aspects:

- ❖ Finance;
- ❖ Construction and re-design where necessary;
- ❖ Operate and Maintain; and
- ❖ Transfer.

### 3.1. Project Financing

The potential service provider should have expertise in Seeking and securing funding, have required capital and or private borrowing on the basis of the ability of Project to pay its financiers for infrastructure development project (Project Finance). The table below depicts the potential funds required and the potential available funding for implementation of project.

<b>Phase</b>	<b>Total project Cost Incl. Fees</b>	<b>Potential Public Funding 1. (Other available sources)</b>	<b>Potential Public Funding 2 (FTLM Co-Funding)</b>	<b>Required Private Funding (From Prospective Private Partner)</b>
2022/23	1 500 000		1 500 000.00	
2023/24	64 994 575,34	56 496 400.00	24 250 000.00	
2024/25	88 336 610,31	18 503 600.00	24 250 000.00	
<b>Total</b>	<b>155 690 294,79</b>	<b>75 000 000,00</b>	<b>50 000 000.00</b>	<b>30 690 294.79 (Min)</b>

The above figures are fictitious and for the purpose of bidders to note the minimum required funding and to indicate other potential funding mechanisms. Bidders are not limited in terms of maximum contribution.

## **3.2. Project Construction**

### **3.2.1. Project Infrastructure**

The landfill facility must have the following infrastructure:

#### **3.2.1.1 Site Noticeboard**

It is Minimum Requirement that a weather proof noticeboard be erected at each entrance to the site. The noticeboard must be maintained in good order and should have information on, inter alia, the waste types accepted, contact details for the responsible person, the cost of disposal and the operational times

#### **3.2.1.2 Access Roads**

Access roads to the landfill, perimeter service road and link roads between the landfill cells will be constructed as per the designs. Temporary or permanent gravel roads will be sprayed with water to assist with dust suppression.

#### **3.2.1.3 Access Control**

A perimeter fence will be installed around the affected property to control access to the site. A lockable security gate in combination with boom control to monitor all people and vehicles entering and leaving the facility will also be constructed. The site will be provided with a suitable security system, including guarding and patrols, to control and manage all access to the facility and prevent the presence of unauthorised people on site.

#### **3.2.1.4 Weighbridges**

Weighbridges with a weighbridge control room will be built on site to record all incoming and outgoing vehicles and their loads, including waste types and mass. This will be an integral tool in determining waste tonnages handled by the facility.

#### **3.2.1.5 Leachate Management System**

A Leachate monitoring system to prevent surface and groundwater contamination will be constructed.

#### **3.2.1.6 Stormwater Management**

A combination of stormwater diversion berms and drains will be used to divert stormwater around the landfill facility, away from contaminated areas.

#### **3.2.1.7 Contaminated Runoff Infrastructure**

The purpose of the contaminated runoff systems is to divert contaminated rain water from the waste body before major infiltration of the waste that could lead to increased generation. Such contaminated water will be collected and stored in a lined pond to prevent pollution. At the Burgersfort landfill pollution control ponds will be constructed. The landfill will be shaped such that contaminated runoff water will be kept within the cells whilst clean water will be allowed to flow away from the cells.

#### **3.2.1.8 Buildings**

Sufficient on-site parking will be provided for all site staff and visitors to the facility. The buildings to be built on site will include:

- ❖ Gate control house;
- ❖ Weighbridge house;

- ❖ Administration block which will comprise of administration offices, board room and ablution facilities;
- ❖ Staff dining and ablution facilities;
- ❖ Workshop and stores building.

#### **3.2.1.9 Workshop**

A workshop for the landfill machinery for maintenance and storage purposes will be constructed on site.

#### **3.2.1.10 Waste disposal cells**

The existing virgin ground will be excavated where necessary and reshaped by means of a cut to fill or cut to stockpile, as required, earthworks process to form the site floor and walls will be as per the engineering drawings.

In situ material will be excavated and stockpiled for reuse in the preparation of the cell or for daily cover if the permeability is not acceptable. A schematic representation of the of the various liners will be as specified.

### **3.3. Operate and Maintain**

The Service Provider will fully operate and maintain the landfill facility, until a specified period when the facility has paid up the investment. The Operation and Maintenance (O&M) will be in line with the approved O&M Plans and Environmental compliance. All revenue generated and expenses encountered during this period will be under the Service Provider.

### **3.4. Transfer**

When the Project is completed, Loans repaid and the return on investment have been realised, the landfill facility with a substantial remaining commercial useful life must be handed over to the Municipality to fully operate and maintain. The procedure for the handover will be in line with the Municipal Service Delivery PSP guidelines, by the National Treasury and Department of Provincial and Local Government.



#### 4. PROJECT SPECIFIC REQUIREMENTS AND DEFINED PARAMETERS.

Fetakgomo Tubatse Local Municipality hereby invites qualified and interested companies (referred to as “bidders”) to submit a Request for Qualification response. These eligible bidders shall submit documentation justifying their capacities (financial capacity, technical expertise, project experience which demonstrate that the Bidder is able to:

- ❖ Finance, Build, Operate and Transfer the new 30ha Burgersfort landfill site. The Pre-qualified bidders will be invited to participate to the upcoming reverse bidding tender process called Request for Proposal (RFP).
- ❖ Upon submission of their RFQ Bid Response Documents, bidders must provide evidence on their understanding of the site by showing how they intend to finance, construct, operate and maintain the landfill site.
- ❖ Notwithstanding the specification parameters preamble described aforementioned, the broad vision intention of Municipality will be the guidance defined in the parameters of the project.
- ❖ Similarly, the Bidding entities must observe the defined parameters set out in this RFQ.
- ❖ Summary of envisaged Risk Transfer: The bidding developer should convince Fetakgomo Tubatse Local Municipality that the former has made a good decision in outsourcing the services e.g. that the Developer will manage the risk better than FTLM.
- ❖ It is anticipated that the bidder (as a preferred bidder) will be requested to commit to a deadline of commencing the project without undue delay post the award of the tender, the close of the negotiations and signature of the concession agreement.
- ❖ Missing information or non-compliance with the information requested in this tender process will lead to outright disqualification.

#### 5. BIDDING SPECIFIC REQUIREMENT(S)

Bidders are requested to follow the format of bidding described underneath:

- (i) **Covering Letter**, comprising the firm’s name, address, contact person, telephone, fax, email if applicable mentioning the association for this project and bid validity. The Letter should be on a letterhead of the Company or that of Authorized lead Agency in case of associations and signed by an Authorized Representative of the company or lead Agency.
- (ii) **Presentations of firms**, inclusive clear statements of type, property and key task of the association, if applicable.
- (iii) **Statements and Declarations:**
  - a) In case of an **association** – the intended contractual arrangement with international and local firms, nominating the lead company.
  - b) Statement on **affiliations** of any kind with other firms which may present a conflict of interest in providing the envisaged services (in case of an association separate declaration for each member).
- (iv) **List of project references** showing experience in developing, building and operating sanitation projects.

- (v). A minimum of three references projects of similar nature and complexity , which the bidder has, developed, financed, constructed and operated in the last three years and at least have been operational for more than three (3) years;
- (vi) **Audited or Reviewed Financial Statements to demonstrate financial capacity** of the lead bidder and all associated partners for the last (3) years. The certified statement of financial capacity for the leading bidder should show the necessary average annual turnover of more than R100 million (One hundred) million Rand. The statement must contain audited or reviewed versions of balance sheet, statement of turnover or annual tax statement or profit and loss account all of the last 3 (three) years.

## **6. PROCUREMENT PROCESS**

### **6.1. Disclosure of Legal Processes underway that affect bidding Consortia**

It is imperative upon the Bidders to disclose any or all litigation cases launched against them, complete or incomplete which may affect their standing of being pre-qualified as bidders. The Bidders must also disclose any litigation which has the likelihood of compromising their chance of being pre-qualified.

The bidders who are blacklisted with the database of the National Treasury and Provincial Treasury must disclose nature and the tender/bid connected with their blacklisting

### **6.2. Conflict of Interest**

No member of any consortium should be a member of, or in any way participate or be directly or indirectly involved in another consortium which is also bidding in this process. This shall prevail for period of the all stages of the procurement process. Any bidding entity who fails to adhere to this instruction will be disqualified.

### **6.3. Grounds for Disqualification**

The bidders who fail to disclose information as requested and do not adhere to the mandatory requirements. Each application received in response to this RFQ will be screened to determine whether it is sufficiently responsive. The purpose of this initial review is to ensure that the requirements of this RFQ are properly and adequately addressed, including compliance with all requested documents. Failure to address the required components or furnish the forms and documents specified in the RFQ may eliminate an application from further review.

**7. INFORMATION TO AND ABOUT BIDDER'S** It is expected from the bidders that they should take note of the fact that all costs incurred by them to respond to this RFQ will borne by them and will not at any stage be transferred to Fetakgomo Tubatse Local Municipality (FTLM).

#### **7.1. Consortium**

The bidding Consortia should not be blacklisted with the National Treasury or by professional bodies, e.g. Lawyers Association, Architectural association.

#### **7.2. Consortium's strength and capability**

It is required from the bidding Consortium to show that it is strong and it possess the balanced mixture and make-up of resources needed to deliver this project by showing capacity in Construction which provides Technical solution and has a robust experience to operate this kind of project.

#### **7.3. Proposed Consortium composition and structure**

The Bidders are requested to disclose the structure of their Consortium, anticipated Sub Contractors and details of individual members forming part of the companies and or joint ventures of the Consortium.

#### **7.4. Current Workload of Consortium Members**

It is required from the bidding Consortium, jointly and severally with its members to disclose what their current workload in other projects outside this project in the period of 2 (two) years before the commencement of this project and 1(one) year after the close of this project.

#### **7.5. The strength of the Covenant between Consortia members, sub-Contractors and Lenders**

The bidding entity should disclose the nature and age of the agreement or instrument used by the members of the Consortia and its members for the FTLM to determine the strength of the relationship of all parties. If the covenant used is a joint-venture or an incorporation of a company by member companies.

#### **7.6. Financial and marketing standing**

The bidding entity should demonstrate their financial strength and the command of the market they have.

#### **7.7. Project and Risk management capability**

The Bidding developer should be able to demonstrate capacity and capability now and how in the past they managed to use these resources to the benefit of the project.

## **7.8. General issues raised by the bidders**

Detailed scope and particulars of the project. Will be provided for the bidders that proceed to the next stage of bidding.

## **7.9. Quality Assurance Systems**

It is expected that the Bidder builds quality controls in the processes of project management and check the quality of the work done in each and all phases of the project.

## **7.10. Approach to the project and the integration of the deliverables**

The bidders are required to indicate their technical, legally and financial capacity in the implementation of the project under the PSP model, illustrating sustainability of the landfill site.

Name of Bidder.....

**Bid Number: RFQ/01/22/23**

**Closing Time: 12H00**

**Closing Date: 23/08/2022**

**Quality Based selection method will be used on the evaluation and appointment of the potential pre-qualified bidders.**

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

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

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

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000.00 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000.00 (all applicable taxes included).

1.2 The value of this bid is estimated **to** exceed R1 000 000.00 (all applicable taxes included) and therefore the **90/10** system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	<b>90</b>
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- 2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less.
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding

on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.



### 3. ADJUDICATION USING A POINT SYSTEM

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

### 4. POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

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

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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder

qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub-contract

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

**6. BID DECLARATION**

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

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

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

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

**8 SUB-CONTRACTING**

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

8.1.1 If yes, indicate:

- (i) What percentage of the contract will be subcontracted?  
.....%
- (ii) The name of the sub-contractor? .....
- (iii) The B-BBEE status level of the sub-contractor? .....
- (iv) Whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

**9. DECLARATIONS WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm .....  
:

9.2 VAT registration number :.....

9.3 Company registration number ..... :

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

.....

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) Disqualify the person from the bidding process;
  - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audit alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

**WITNESSES:**

- 1. ....
- 2. ....

**SIGNATURE OF BIDDER**

**DATE**.....

**ADDRESS**.....

.....  
 .....

***N.B: ATTACH B-BBEE VERIFICATION CERTIFICATE***

**EVALUATION PROCESS AND CRITERIA**

**BID NO: RFQ/01/22/23**

The following evaluation process and criteria will be used to evaluate all bids submitted:

**1. Administrative Compliance – Phase One**

1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

1.2 Critical Criteria:

The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:

- Provide a Central Supplier Database (CSD) number and the Tax Pin number, (Municipality will verify tax compliance during evaluation and adjudication stage).
- Tender document in hardcopy and an electronic copy in a form of USB must be attached.
- Company Registration Document (CK) (If JV, for both) must be attached.
- All pages of the tender document and General Condition of the contract must be initialed.
- All MBD forms must be Fully Completed and signed.
- Power of attorney / authority of signatory indicating who is authorized to sign the documents (if it's a JV, both partners must sign) must be attached.(Where applicable)



- 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 (03) months (90 days) for the company& all directors.

**Please note the following:**

- a) If staying in a non-rate-able area, please attach letter from the Tribal Authority/Chief or Headman or SAPS Sworn Affidavit or Municipal proof of residence.
  - 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 a valid lease agreement signed by both parties.
- Submit audited or reviewed financial statements for the past three years.
  - Attachment of CIDB Grade 8CE and above
  - Registration with institute for Waste Management for the company (IWMSA).
  - Attachment of Compensate for occupational injuries and diseases act certificate.
  - Attachment of Proof of registration with UIF.
  - Attachment of Insurance indemnity of R20 million.
  - Letter of financial commitment of R30 million from the funders.

NB!!! The successful bidder will be expected to subcontract minimum of 30% works during construction.

## 2 EVALUATION OF FUNCTIONALITY

The evaluation and scoring of bids will be made against Evaluation Criteria.

No	Description	points	
1	Demonstrate relevant experience and track record	25	<p>The bidder or JV should demonstrate their landfill experience, through the submission of detailed Project Data Sheets:</p> <ul style="list-style-type: none"> <li>• Execution of relevant 5 projects above R150 million combined – 25 points</li> <li>• Execution of relevant 5 projects with value between R100 million to R149.9 million combined – 20 points</li> <li>• Execution of relevant 5 projects between R50 million to R99 million combined – 15 points</li> <li>• Execution of projects below R50m – 0 Points</li> </ul> <p>Attachment of Completion certificates which is not more than 5 Years. The Municipality reserves a right to conduct a due diligence to verify the authenticity of the projects.</p>
2	Operations and Management of Landfill site	25	<p>the bidder has executed waste management related project</p> <ul style="list-style-type: none"> <li>• Management of relevant 5 projects above R50 million – 25 Points</li> <li>• Management of relevant 5 projects between R30 million and R49 million – 20 Points</li> <li>• Management of relevant 5 projects between R20 million and R29 million – 15 Points</li> </ul>
3	Experience, Skills and Qualifications of the Team/Individual	15	<ul style="list-style-type: none"> <li>• Proposed Key Staff to include Environmental Practitioner; Civil and Structural Engineer; Sanitation Engineer; Electrical Engineer; Construction Manager; Site Foreman</li> <li>• Civil and Structural Engineer - Academic Qualifications (Bachelor's Degree, 10 years' Experience, Professional registration (i.e.,</li> </ul>

			<p>Engineering Staff must be registered with ECSA or the South African Council for Project and Construction Management Professionals. (SACPCMP) or a recognized Institution – 3 Points.</p> <ul style="list-style-type: none"> <li>• Sanitation Engineer - Academic Qualifications (Bachelor’s Degree/B Tech in or Equivalent), 8 years’ Experience, Professional registration (i.e., Engineering Staff must be registered with ECSA or the South African Council for Project and Construction Management Professionals. (SACPCMP) or a recognized Institution; – 3 Points.</li> <li>• Electrical Engineer - Academic Qualifications (Bachelor’s Degree/B Tech or Equivalent), 8 years’ Experience, Professional registration (i.e., Engineering Staff must be registered with ECSA or the South African Council for Project and Construction Management Professionals. (SACPCMP) or a recognized Institution; – 3 Points.</li> <li>• Construction Manager - Academic Qualifications (B Tech/ or equivalent), 7 years’ Experience, Professional registration (i.e. Engineering Staff must be registered with ECSA or the South African Council for Project and Construction Management Professionals. (SACPCMP) or a recognized Institution; the Construction firm should be a member of the CIDB, with a minimum grading of 7GB – 2 Points.</li> <li>• Site Foreman - Academic Qualifications (Diploma), 5 years’ Experience, Professional registration will be an added advantage (i.e., Engineering Staff must be registered with ECSA or the South African Council for Project and Construction Management Professionals. (SACPCMP) or a recognized Institution; – 2 Points.</li> <li>• Environmental Practitioner: - Academic Qualifications (Bachelors Degree/ or</li> </ul>
--	--	--	--

			<p>Equivalent Accredited OHS and Environmental Certificates), 10 years' Experience, Professional registration (i.e. South African Council for Project and Construction Management Professionals. (SACPCMP) or a recognized Institution; – 2 Points.</p> <p>(Attach detailed Project organogram, CV and Proof of Certified Qualification and relevant professional qualification)</p>
4	Financial Capability	25	<p>Three Year Audited or Reviewed Annual Financial statements complying with the following:</p> <ul style="list-style-type: none"> <li>• Submission of Audited or Reviewed AFS with an average turnover above R100 Million a – 25 points</li> <li>• Submission of Audited or Reviewed AFS with an average turnover above R50 Million – 99 million – 15 points</li> <li>• Submission of Audited or reviewed AFS with an average turnover above R 30 Million – 49.99 – 10 Points.</li> <li>• 0%</li> </ul>
5	BBBEE Compliance	10	<p>BBBEE Level 1 – 10 Points  BBBEE Level 2 – 9 Points  BBBEE Level 3 – 8 Points  BBBEE Level 4 – 5 Points  BBBEE Level 5 – 4 Points  BBBEE Level 6 – 3 Points  BBBEE Level 7 – 2 Points  BBBEE Level 8 – 1 Points  Non-compliant contributor – 0 Points</p>
-	Total	100	
	Threshold	75	Tenders that do not meet this threshold will be disqualified

The minimum qualifying score for functionality is 75% (seventy five percent).

Detailed reference check on all aspect of the project would be verified e.g., Technical and Financial aspect.

Size of enterprise and current workload

What was your turnover in the previous financial year? \_\_\_\_\_

What is the estimated turnover for your current financial year?

\_\_\_\_\_

**List your current contracts and obligations**

Description	Value (R)	Start date	Duration	Expected completed date

Do you have capacity to supply the goods and services described in this bid, should the contract be awarded to you? \_\_\_\_\_

**1. Staffing Profile**

<b>Permanently employed staff: gender and race</b>	<b>Number of staff</b>
<b>Temporary staff to be employed for the project: gender and race</b>	<b>Number of staff</b>

Provided information on key staff you intend utilizing on this contact, should it be awarded to you. (In case of construction projects key staff is defined as staff of foreman level and above.)

Name	Position in your organization	Qualifications	Experience

## 2. Previous Experience

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work.

Description	Value (R, VAT excluded)	Year(s) executed	Reference		
			Name	Organization	Tel no



MBD 4

DECLARATION OF INTEREST

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.

.....  
.....

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

3.13.1 If yes, furnish particulars.

.....  
.....

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

3.14.1 If yes, furnish particulars:

.....  
.....

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

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

.....

**Signature**

.....

**Date**

.....

**Capacity**

.....

**Name of Bidder**

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire

1 Are you by law required to prepare annual financial statements for auditing?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....  
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

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

\* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

**YES / NO**

3.3 If yes, furnish particulars

.....  
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

**\*YES / NO**

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

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

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

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT**

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

**1. General Conditions**

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

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

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

1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

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

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

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



Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

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

## 2. Definitions

- 2.1. “**bid**” includes advertised competitive bids, written price quotations or proposals;
- 2.2. “**bid price**” price offered by the bidder, excluding value added tax (VAT);
- 2.3. “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. “**designated sector**” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. “**Duly sign**” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. “**imported content**” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. “**local content**” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. “**stipulated minimum threshold**” means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. “**Sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

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

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

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

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

Indicate the rate(s) of exchange against the appropriate currency in the table below:

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

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

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

**IN RESPECT OF BID No.** .....  
**ISSUED BY:** (Procurement Authority / Name of Municipality / Municipal Entity):  
 .....

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

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

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PSPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

WITNESS No. 2 \_\_\_\_\_

DATE: \_\_\_\_\_

**MBD 8**

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

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

**CERTIFICATION**

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

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

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- a. take all reasonable steps to prevent such abuse;
- b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD  
6 must be completed and submitted with the bid:

<sup>1</sup> **Includes price quotations, advertised competitive bids, limited bids and proposals.**

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



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

**(Bid Number and Description)**

in response to the invitation for the bid made by:

\_\_\_\_\_

**(Name of Municipality / Municipal Entity)**

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

I \_\_\_\_\_ certify, \_\_\_\_\_ on \_\_\_\_\_ behalf  
of: \_\_\_\_\_ that:  
**(Name of Bidder)**

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

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

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

.....  
**Signature Date**

.....  
**Position Name of Bidder**

This document must be signed and submitted together with your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Fetakgomo Tubatse Local Municipality (FTLM) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding R10 million or other currency equivalent to R 10 million will have a NIP obligation. This threshold of R10 million can be reached as follows:
- (a) Any single contract with imported content exceeding R10 million, or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding R3 million awarded to one seller over a 2 year period which in total exceeds R10 million, or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed R10 million, or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds R 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds R10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the FTLM would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers a period of seven years has been identified as the time frame within which to discharge the obligation

### 2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the FTLM for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraph 1.1.(b) to 1.1. (d) above.

### **3. BID SUBMISSIONS AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1

(d) above and to enable the FTLM in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the **FTLM with the following information:**

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be submitted to the Fetakgomo Tubetae Local Municipality on the contact details provided.

### **4. PROCESSES TO SATISFY THE NIP OBLIGATION**

4.1 Once the successful bidder has made contact with and furnished the FTLM with the information required, the following steps will be followed:

- a. the bidder and the FTLM will determine the NIP obligation;
- b. the bidder and the FTLM will sign the NIP obligation agreement;

c. the bidder will submit a performance guarantee to the FTLM;

d. the bidder will submit a business concept for consideration and approval by the FTLM; upon approval of the business concept by the FTLM, the bidder will submit detailed business plans outlining the business concepts;

e. the bidder will implement the business plans; and

f. the contractor will submit monthly progress reports on approved plans to the FTLM.

4.2 The NIP obligation agreement is between the FTLM and the successful bidder and, therefore, does not involve the purchasing institution.

**Bid number** ..... **Closing date:**.....

**Name of bidder**.....

**Postal address** .....

.....

**Signature**..... **Name (in print)**.....

**Date**.....

**ANNEXURE “C”**

**CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS**

TO: MUNICIPAL MANAGER, FETAKGOMO TUBASTE LOCAL MUNICIPALITY

FROM: \_\_\_\_\_(Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/shareholders/ Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/Shareholder/Partner	Municipal Account No.

**NB: Please attach certified copy (ies) of ID document(s)**

\_\_\_\_\_

**Signatory**

\_\_\_\_\_

**Date**

**Witnesses**

1. \_\_\_\_\_

**Full Names**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Date**

2. \_\_\_\_\_

**Full Names**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Date**

**ANNEXURE "D"**

**AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL**

TO: MUNICIPAL MANAGER, FETAKGOMO TUBASTE LOCAL MUNICIPALITY

FROM: \_\_\_\_\_ (Name of the Bidder or Consortium)

I, \_\_\_\_\_ the undersigned, hereby authorise the Fetakgomo Tubaste Local Municipality to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at \_\_\_\_\_ Date \_\_\_\_\_ Month \_\_\_\_\_ 20\_\_\_\_\_

Print Name: \_\_\_\_\_

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

Thus done and signed for and on behalf of the bidder/Contractor

_____	_____
<b>Signatory</b>	<b>Date</b>

**Witnesses**

1. _____	_____	_____
<b>Full Names</b>	<b>Signature</b>	<b>Date</b>

2. _____	_____	_____
<b>Full Names</b>	<b>Signature</b>	<b>Date</b>

