# EMALAHLENI MUNICIPALITY



**BID FOR:**

**APPOINTMENT OF A COMPETENT SERVICE PROVIDER TO DEVELOP WARD BASED**

**PLANS FOR EMALAHLENI LOCAL MUNICIPALITY**

**BID NO: ELM/2/10/2018 T**

**BIDDER:**

**CLOSING DATE: TUESDAY, 30 OCTOBER 2018**

**CLOSING TIME: 12:00 pm**

**PREPARED BY:**

**PEDTA DEPARTMENT**

**EMALAHLENI MUNICIPALITY**

##### 37 INDWE ROAD

**PRIVATE BAG X1161**

**LADY FRERE**

**5410**

# *TABLE OF CONTENTS*

*Invitation to bid (****MBD1*)……………………………………………………………………3**

*A. Bid Advert……………………………………………………………………………………………6*

*B. Supply Chain Management Policy Prerequisites……………………………………….8*

*C. General Conditions of Bid……………………………………………………………………..9*

*D. Preference points claim form in terms of the preferential procurement*

 *Regulation 2011…………………………………………………………………………………..13*

*E. Pre-qualification Criteria……………………………………………………………………………14*

*E. General Conditions of Contract……………………………………………………………….15*

*F. TERMS OF REFERENCE……………………………………………………………………………27*

*G. List of Annexures:*

***MBD 6.1*** *Preference points claim form*

***MBD2*** *Tax clearance requirements*

***MBD 3.1*** *Pricing schedule – firm prices (purchases)*

***MBD 3.2*** *Pricing schedule – non-firm prices (purchases)*

***MBD 7.2*** *Contract form – rendering of services*

***MBD9*** *Certificate of independent bid determination*

***ANNEXURE A1:*** *Past Experience*

***A2:*** *Past Experience*

***ANNEXURE B:*** *Company Details*

***ANNEXURE C:*** *Joint Venture Disclosure Form*

***ANNEXURE D:*** *Company Composition*

***ANNEXURE E:*** *Declaration of Interests (Kinship, Relationship With*

 *Persons Employed By Emalahleni)*

***ANNEXURE F:*** *Declaration (Validity Of Information Provided)*

***MBD 4***  *Declaration of Interest (In The Service Of The State)*

***MBD8*** *Declaration of bidders supply chain management practices*

***ANNEXURE G:*** *Bid Check List*

 **MBD 1**

 INVITATION TO BID

|  |
| --- |
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EMALAHLENI MUNICIPALITY |

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

DESCRIPTION………………………………………………………………………………………………………

………………………

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

BID DOCUMENTS MAY BE POSTED TO:

……………………………………………………………………………………………..

…………………………………………………………………………………………….

##### *OR*

DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

…………………………………………………………………………………………………………………………………………………

…………………………………………………………………………………………………………………………………………………

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

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

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

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

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

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

NAME OF BIDDER ………………………………………………………………………………………………………………………

POSTAL ADDRESS ………………………………………………………………………………………………………………….

STREET ADDRESS …………………………………………………………………………………………………………………

TELEPHONE NUMBER CODE……………NUMBER………………………………………………………………………………..

### CELLPHONE NUMBER

###  ………………………………………………………………………………………………

### …………………

FACSIMILE NUMBER CODE…………

NUMBER…………………………………………………………………………………

E-MAIL ADDRESS …………………………………………………………………………………………………………………..

VAT REGISTRATION NUMBER …………………………………………………………………………………………………………………

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEENATTACHED? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

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

A REGISTERED AUDITOR □

(Tick applicable box)

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

#### ARE YOU THE ACCREDITED REPRESENTATIVE

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED ? YES/NO (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER ………………………………………………………………………………………………………………..

DATE ………………………………………………………………………………………………………………..

CAPACITY UNDER WHICH THIS BID IS SIGNED …………………………………………………………………………………………………………………

TOTAL BID PRICE…………………………………… TOTAL NUMBER OF ITEMS OFFERED …………………………………

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Municipality / Municipal Entity: Emalahleni Municipality**

**Department**: Budget and Treasury Office (Supply Chain Management)……………………………………………………………………………………………

**Contact Person:** Babalwa Tsotso……………………………………………………………………

**Tel:** 047 878 0020………………………………………………………………………………………………………

**Fax: 047 878 0112**……………………………………………………………………………………………………..

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person:** Mrs N Ncede……………………………………………………………………………………

**Tel:** 047 878 0020………………………………………………………………………………………………………

**Fax: 047 878 0112** ……………………………………………………………………………………………………..

**EMALAHLENI MUNICIPALITY**



**ADVERTISED: 15 OCTOBER 2018**

**PROJECT NAME: APPOINTMENT OF A COMPETENT SERVICE PROVIDER TO DEVELOP WARD BASED PLANS FOR EMALAHLENI LOCAL MUNICIPALITY**

**BID NO: ELM/2/10/2018T**

Bids are hereby invited for the Appointment of a Competent Service Provider to Develop Ward Based Plans for Emalahleni Local Municipality. The minimum specification is in the bid document:

Bid documents will be available from the e-tender portal and municipal website on Tuesday, 16 October 2018.

Enquiries should be addressed to Mrs N Ncede at 047 878 0020 or email at nceden@emalahlenilm.gov.za.

Completed bid documents are to be placed in a sealed envelope endorsed **“Appointment of a Competent Service Provider to Develop Ward Based Plans for Emalahleni Local Municipality: Bid No. Elm/2/10/2018t – Emalahleni Local Municipality"** and must be deposited in the bid box at **No. 37, Indwe Road, Lady Frere, Emalahleni reception area**, not later than **12h00pm on Tuesday, 30 October 2018**, at which time the bids will be opened in public.

**The point scoring methodology is reflected in the following table**:

|  |  |
| --- | --- |
| **ITEMS** | **WEIGHT** |
| **Stage 1**  |  |
| **Functionality** |  |
| Experience on current or past projects for developing of Ward Based Plans **Attach credible appointment letters. Each appointment letter will score 20 points to a maximum of three appointment letters** | **60** |
| **Expertise** |  |
| The project leader must have at least a master’s degree in the field of public management / Municipal Finance Management and/or planning  | 20 |
| **Methodology**Detailed program of works with time frames and objectives (20 points). | 20 |
| **STAGE 2**  |  |
| B-BBEE Level Points | 20 |
| Price | 80 |
| **TOTAL** | **100** |

**BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

* The Emalahleni Local Municipality Supply Chain Management Policy will apply;
* The Emalahleni Local Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid;
* Original valid Tax Clearance Certificate or tax compliance status pin number.
* Company profile with Traceable references.
* All forms (e.g. Declaration of Bidders Past Supply Chain Management Practices, Compulsory Enterprise Questionnaire, etc.) contained by the tender document must be completed in full, and failure to do so will result in disqualification.
* Bids which are late, incomplete, not completed in black ink, unsigned or submitted by facsimile or electronically, will not be accepted;
* Bids submitted are to hold good for a period of 90 days.
* Bidders to note that a Pre-qualification Evaluation will be undertaken. A minimum score of 60 points out of 100 in total must be scored in order to proceed to the Financial Evaluation
* Certified Copy of BBBEE certificate, will only be considered if they were issued either by verification agencies accredited by the South African Accreditation System (SANAS) or by registered auditors approved by the Independent Regulatory Board of Auditors (IRBA) and sworn affidavits are also accepted.
* Company formation documents e.g. CK1, CK 2 or trust documents etc.
* All municipal rates and taxes of the tenderer must be paid where the business has its head or regional office and a rates clearance certificate not older than 3 months must be submitted with the bid, if the property is being leased by the bidder then lease agreement should be submitted.
* Failure to submit all the above requirements will result in the bid being non responsive
* Emalahleni Municipality will only procure goods and services from suppliers that are registered on Central Supplier database. To register as a service provider on csd please visit: [www.csd.gov.za](http://www.csd.gov.za), this is a self-registration process.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **MR N MNTUYEDWA**

 **ACTING MUNICIPAL MANAGER**

**B. SUPPLY CHAIN MANAGEMENT POLICY PREREQUISITES**

The Emalahleni municipality has identified a general set of prerequisites for procurement. Bids will not be considered should the prerequisites not be met.

**1.1 GENERAL PREREQUISITES**

**Introduction**

 This Section covers a general set of prerequisites that have been identified for supply chain management by the Emalahleni Municipality. All Bidders must submit the information requested below. Bidders will not be considered should the prerequisites not be met.

**Criteria**

a) Proof of company registration and/or any other form of legal standing must be submitted by all bidders and the company composition form must be completed.

b) The Declaration of Interest form must be completed.

c) The bid document must be completed in all respects in black ink failing which the bid will be disqualified.

d) Bids must be submitted on original bid documents.

e) Bid documents must remain intact and no portion may be detached.

**Joint Ventures**

f) A joint venture that is awarded a contract with Emalahleni must be registered as a separate company with the Registrar of Businesses.

g) The joint venture must be registered with South African Revenue Services.

 h) A separate bank account must be in place for the joint venture.

Clauses (f) and (h) will only be applicable after the awarding of the contract to the successful bidder.

**C. GENERAL CONDITIONS OF BID**

**1. INTERPRETATION**

The word “Bidder” in these conditions shall mean and include any firm or any company or body incorporated or unincorporated.

The word “Municipality” in these conditions shall mean the Emalahleni Municipality.

**2. EXTENT OF BID**

This contract is for – **Appointment of a Competent Service Provider to Develop Ward Based Plans for Emalahleni Local Municipality**

**3. CONTRACT TO BE BINDING**

The formal acceptance of this Bid by the Municipality will constitute a contract binding on both parties, and the Municipality may require sureties to it’s satisfaction from the security company, for the due fulfilment of this contract.

**4. MODE OF BID**

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest bid or any Bid will not necessarily be accepted.***

The Municipality wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

**5. QUALITY**

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Municipality prior to the submission of a Bid.

**6.** **INSURANCE CLAIMS, ETC.**

The Council and Municipality shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The security company shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify the Council and the Municipality against all risks or claims which may arise.

It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to Council for scrutiny. Failure to do so within 14 (fourteen) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

**7. SIGNING OF DOCUMENTS**

Bidders are required to return the complete set of documents duly signed.

**8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE**

All Bids must remain valid for a period of 90 (ninety) days from the closing date as stipulated in the Bid document.

**8.1 PENALTY PROVISION**

Should the successful Bidder:

[a] Withdraw the Bid during the afore-mentioned period of validity; or

[b] Advise the Municipality of his / her / their inability to fulfil the contract; or

[c] Fail or refuse to fulfil the contract; or

[d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Municipality:

[a] All expenses incurred by the Municipality to advertise for or invite and deliberate upon new Bids, should this be necessary.

[b] The difference between the original accepted Bid price (inclusive of escalation) and:

[i] A less favourable (for the Municipality) Bid price (inclusive of escalation) accepted as an alternative by the Municipality from the Bids originally submitted; or

 [ii] A new Bid price (inclusive of escalation).

**9. VALUE ADDED TAX**

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a “Tax Invoice” for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price, but must be shown separately.

**10. PRICE ESCALATION**

No claim in respect of any price escalation will be considered by the Municipality unless it is specifically stated in the Pricing Annexure that the Bid is subject to price escalation. When escalation is claimed for during the contract period, proof of such escalation must be furnished and the calculation itself must be submitted to corroborate such proof. **Escalation will only be calculated on the official index figures supplied by the Department of Statistics or the Price Controller, which ever may be applicable**. All orders placed will be based on the current Bid prices. It is the responsibility of the Bidder to inform Council of any escalation prior to implementation of the escalated price. Failure to do so will negate any such claims to Council.

**11. AUTHORITY TO SIGN BID DOCUMENTS**

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, an authority for signatory letter must be submitted to the Municipality at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. The letter must have company letter head and signed before the commissioner of oaths with the commissioner’s stamp and date.

**12. SAMPLES**

Types of brick samples required, will be asked to the appointed bidders to supply to the Municipality prior to overall delivery.

**13.** **DURATION OF THE BID**

90 days

**14. DELIVERY PERIODS**

Delivery periods, where indicated must be adhered to. The contract, form and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

**15. CLOSING DATE / SUBMISSION OF BIDS**

Bids must be submitted in sealed envelopes clearly marked ***“*Appointment of a Competent Service Provider to Develop Ward Based Plans for Emalahleni Local Municipality: Bid No: ELM/2/10/2018T *“.*** The Bid must be deposited in the bid box, at the offices of the Emalahleni Municipality, 37 Indwe Road Lady frère, 5410 not later than 12h00 **Tuesday, 30 October 2018**. Thereafter bids will be opened in public.

***Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bidders will not be considered.***

**16.** **BID ENQUIRIES**

Please refer all enquiries to **Mrs N Ncede at 047 878 0020** during normal office hours viz. 08:00 – 16:30 Mondays to Fridays.

***Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bids will not be considered.***

**D. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION 2011**

* 1. 1.1 Preference points for this bid shall be awarded for:
1. Price; and
2. BBBEE scorecard
	* 1. **1.1.1 THE POINTS FOR THIS BID ARE ALLOCATED AS FOLLOWS:**

|  |  |  |
| --- | --- | --- |
|  | **BREAKDOWN** | **WEIGHT** |
| 1 | Price | 80 |
| 2. | BBBEE scorecard | 20 |
|  | **Total** | **100** |

**PRE-QUALIFICATION-POINTS SCORING**

The points scoring methodology is reflected in the following table:

|  |
| --- |
| **PRE-QUALIFICATION ASSESSMENT – POINTS SCORING** |
| **Pre-qualification Category & Description** | **Points****Allocation** |
| **Experience** | **Total = 80** |
| Experience on current or past projects for developing of Ward Based Plans **Attach credible appointment letters. Each appointment letter will score 20 points to a maximum of three appointment letters** | 60 |
| **Expertise** | **Total = 20** |
| The project leader must have at least a master’s degree in the field of public management / Municipal Finance Management and/or planning | 20 |
| **Methodology**Detailed program of works with time frames and objectives (20 points). |  20 |

**Bidders should take note of the above Pre-evaluation criteria**

 [a] All the necessary documentation must be submitted for the Evaluation Panel to make an informed evaluation. The evaluation of the Pre-qualification will be based on the information provided by the bidder.

[i] **Experience -** The experience annexure must be completed. Only list projects of a similar nature undertaken

[ii] **Expertise** – The qualifications and capacity of the company/team to undertake the work must be provided for evaluation purposes.

[iii] **Methodology** – The bidder must clearly demonstrate how the contract will be managed, detailing a work plan with timeframes and clearly explaining how the works will be implemented.

 [b] Bids that do not meet a minimum of 60 points out of 100 for the criteria listed above will not be considered further.

# GENERAL CONDITIONS OF CONTRACT

### TABLE OF CLAUSES

1. Definitions

2. Application

3. General

4. Standards

5. Use of contract documents and information; inspection

6. Patent rights

7. Performance security

8. Inspections, tests and analysis

9. Packaging

10. Delivery and documents

11. Insurance

12. Transportation

13. Incidental services

14. Spare parts

15. Warranty

16. Payment

17. Prices

18. Increase/decrease of quantities

19. Contract amendments

20. Assignment

21. Subcontracts

22. Delays in the provider’s performance

23. Penalties

24. Termination for defaults

25. Dumping and countervailing duties

26. Force Majeure

27. Termination for insolvency

28. Settlement of disputes

29. Limitation of liability

30. Governing language

31. Applicable law

32. Notices

33. Taxes and duties

34. Transfer Of Contracts

35. Amendment Of Contracts

**GENERAL CONDITIONS OF CONTRACT**

**1. Definitions**

The following terms shall be interpreted as indicated:

* 1. **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
	2. **“Contract”** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
	3. **“Contract price”** means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
	4. **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of the value to influence the action of a public official in the procurement process or in contract execution.
	5. **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
	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.
	7. **“Day”** means calendar day.
	8. **“Delivery”** means delivery in compliance of the conditions of the contract or order.
	9. **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
	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 provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
	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.
	12. **“Force majeure”** means an event beyond the control of the provider and not involving the provider’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.
	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.
	14. **“GCC”** means the General Conditions of Contract.
	15. **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
	16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subsecurity companys) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 supplies covered by the bid will be manufactured.
	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.
	18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
	19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
	20. **“Project site,”** where applicable, means the place indicated in bidding documents.
	21. **“Purchaser”** means the organization purchasing the goods.
	22. **“Republic”** means the Republic of South Africa.
	23. **“SCC”** means the Special Conditions of Contract.
	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 provider covered under the contract.
	25. **“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 in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, 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 a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and in the institution’s web site.

**4. Standards**

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

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

* 1. The provider 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 provider 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.
	2. The provider 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.
	3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider’s performance under the contract if so required by the purchaser.
	4. The provider shall permit the purchaser to inspect the provider’s records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

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

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

**7. Performance security**

* 1. Within thirty (30) days of receipt of the notification of contract award, the success bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider’s failure to complete his obligations under the contract.
	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:
1. 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
2. a cashier’s or certified cheque.
	1. The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider’s performance obligations under the contract, including any warranty obligations, unless otherwise specified.

**8. Inspections, tests and analyses**

* 1. All pre-bidding testing will be for the account of the bidder.
	2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or security company shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
	3. If there are no inspection 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.
	4. If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
	5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
	6. Supplies 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.
	7. Any contract supplies 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 supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
	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 24 of GCC.

**9. Packaging**

* 1. The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good’s final destination and the absence of heavy handling facilities at all points in transit.
	2. The packaging, 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**

* 1. Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.

**11. Insurance**

* 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**

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

13. Incidental services

* 1. The provider may be required to provide any or all of the following services, including additional services, if any:
1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
4. 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 provider of any warranty obligations under this contract; and
5. Training of the purchaser’s personnel, at the provider’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
	1. Prices charged by the provider 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 provider for similar services.

14. Spare parts

* 1. As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
1. such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
2. in the event of termination of production of the spare parts:
	1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
	2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

* 1. The provider 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 provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
	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.
	3. The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
	4. Upon receipt of such notice, the provider shall, within the period specify and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
	5. If the provider, 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 provider’s risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. Payment

* 1. The method and conditions of payment to be made to the provider under this contract shall be specified.
	2. The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
	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 provider.
	4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

* 1. Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider 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. Increase/decrease of quantities

* 1. In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the security company may be instructed to deliver the revised quantities. The security company may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

* 1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

20. Assignment

* 1. The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser’s prior written consent.

21. Subcontracts

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

22. Delays in the provider’s performance

* 1. Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
	2. If at any time during performance of the contract, the provider or its subsecurity company(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider’s notice, the purchaser shall evaluate the situation and may at his discretion extend the provider’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.
	3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider’s point of supply is not situated at or near the place where the supplies are required, or the provider’s services are not readily available.

22.4 Except as provided under GCC Clause 26, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies 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 provider’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 provider.

**23. Penalties**

23.1 Subject to GCC Clause 26, if the provider 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, a sum calculated on the delivered price of the delayed good or unperformed services using the current prime 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 24.

24. **Termination For Default**

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

1. if the provider 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 22.2;
2. if the provider fails to perform any other obligation(s) under the contract; or
3. if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 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 services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

**25.** **Anti-Dumping And Counter-Vailing Duties And Rights**

25.1 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies 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.

26. **Force Majeure**

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

**27.** **Termination For Insolvency**

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

**28.** **Settlement Of Disputes**

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.

28.2 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 provider 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.

28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

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

1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
2. the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. **Limitation Of Liability**

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

1. the provider 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 provider to pay penalties and / or damages to the purchaser; and
2. the aggregate liability of the provider 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.

**30.** **Governing Language**

30.1 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.

**31.** **Applicable Law**

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

**32. Notices**

32.1 Every written acceptance of a bid shall be posted to the provider 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.

* 1. 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.

**33.** **TAXES AND DUTIES**

* 1. A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.
	2. A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.

33.3 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.

**34.** **Transfer Of Contracts**

34.1 The security company shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

**35. Amendment Of Contracts**

35.1 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.

**TERMS OF REFERENCE**

1. **PURPOSE**

Appointment of a competent service provider to develop Ward based plans for Emalahleni Local Municipality

1. **OVERVIEW**

Integrated Development Planning is an approach to planning that involves the entire municipality and its citizens in finding the best solutions to achieve good long-term development.

The South African Constitution is underpinned by principles of good governance, also highlighting the importance of public participation as an essential element of successful good local governance. Section 152 of the Constitution of the Republic of South Africa,1996 confirms a number of citizen rights and more specifically, the rights of communities to be involved in local governance. Municipalities are obliged to encourage the involvement of communities and community organisations in local government.

This obligation extends to the entire way in which a municipality operates and functions. The principle behind public participation is that all the stakeholders affected by a public authority’s decision or actions have a right to be consulted and contribute to such a decision

The municipality is obligated to:

* Take into account the interests and concerns of the residents when it crafts by-laws, policy and implements its programmes;
* Communicate to the community regarding its activities
1. **METHODOLOGY**

A detailed project plan and step by step methodology relevant to the proposed assignment with time frames is requested from service provider’s proposal.

1. **OBJECTIVES OF THE PROJECT**
* Research and Analyse development patterns
* Interpret legislative requirements on service delivery
* Interpret and incorporate National, district and provincial development patterns
* Incorporate community needs
* Development of Ward based plans;
* Development of business unit/departmental SDBIPs
1. **DELIVERABLES**
* Develop and submit project inception report
* Co-ordinate and conduct ward planning meetings
* Ward based plan for each Ward of Emalahleni Municipality
* Submit Monthly reports
1. **EXPERTISE**
* The project leader must have at least a Masters degree in the field of public management / Municipal Finance Management and/or planning
* Be experienced in the required field of expertise, at least 5yrs experience in the field
* The successful bidder must have at least five years experience providing ward based planning or similar service in the local government sector
* The project team must be able to communicate in all eastern cape official languages and have a good understanding with local conditions
1. **QUALIFICATIONS AND EXPERIENCE**
* Bidders must have proven experience in the Development of Ward based Plans
* Bidders must have proven experience in conducting municipal customer satisfaction surveys
* Bidders must have proven experience in the Development of an IDP
* Bidders must have proven experience in the development of SDBIP
* Bidders must have proven experience in the development of Annual report
* Certified copies of educational qualifications/certificates and CV of project Leader(s) should be submitted with proposal.
1. **METHODOLOGY**
* A comprehensive proposal with a clear project plan and deliverables
* Proposal should specify a clear time line for delivery
* A detailed budget with proposed payment milestones
* The bidder must demonstrate capacity to deliver on the project
1. **DURATION**

Due to time constraints, the service provider is expected to complete this assignment within 8 weeks.

**F. SPECIAL CONDITIONS OF CONTRACT FOR THE APPOINTMENT OF A COMPETENT SERVICE PROVIDER TO DEVELOP WARD BASED PLANS FOR EMALAHLENI LOCAL MUNICIPALITY**

**PLEASE NOTE:**

1. Due to time constraints, the service provider is expected to complete this assignment within 8 weeks.

 **MBD 6.1**

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

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

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

1. **GENERAL CONDITIONS**
	1. The following preference point systems are applicable to all bids:
* the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
* the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).
	1. The value of this bid is estimated to be less than a R50 000 000 (all applicable taxes included) and therefore the……80/20………………system shall be applicable.
	2. Preference points for this bid shall be awarded for:
1. Price; and
2. B-BBEE Status Level of Contribution.

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

 **POINTS**

**1.3.1.1 PRICE** …………..

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

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

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

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

**2. DEFINITIONS**

2.1  **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;

2.3 “**B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

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

2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.

2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the security company 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 security company’s assigning, leasing, making out work to, or employing, another person to support such primary security company in the execution of part of a project in terms of the contract;

2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good

Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

2.17 **“trust”** means the arrangement through which the property of one person is made over or

 bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**3.** **ADJUDICATION USING A POINT SYSTEM**

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

 3.5 However, when functionality is part of the evaluation process and two or more bids have

 scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the

 drawing of lots.

**4. POINTS AWARDED FOR PRICE**

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

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

 **80/20 or 90/10**

 **** or ****

 Where

 Ps = Points scored for comparative price of bid under consideration

 Pt = Comparative price of bid under consideration

 Pmin = Comparative price of lowest acceptable bid.

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

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

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

5.3 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-

 security company 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-security company? …………………………………………………………..

 (iii) the B-BBEE status level of the sub-security company? ……………..

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number ……………………………………………………………………. :

9.4TYPE OF COMPANY/ FIRM

 Partnership/Joint Venture / Consortium

 One person business/sole propriety

 Close corporation

 Company

 (Pty) Limited

[Tick applicable box]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

…………..

………………

……………..

9.6 COMPANY CLASSIFICATION

 Manufacturer

 Supplier

 Professional service provider

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

 [Tick applicable box]

9.7 MUNICIPAL INFORMATION

 Municipality where business is situated …………………………………………………………………..

 Registered Account Number …………………………….

 Stand Number ……………………………………………….

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

……………………………………

9.9 I/we, the undersigned, who is / are duly authorised 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 security company 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;

1. restrict the bidder or security company, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
2. forward the matter for criminal prosecution

**WITNESSES:**

1. ………………………………………

 ……………………………………

 SIGNATURE(S) OF BIDDER(S)

1. ………………………………………

DATE:………………………………..

ADDRESS:…………………………..

 ….…………………………

………….

 ……………………………………….

 …………….…………………………

#  MBD 3.1

##  PRICING SCHEDULE – FIRM PRICES

 **(PURCHASES)**

**NOTE:** **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

 IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

|  |
| --- |
| Name of Bidder…………………………………… Bid Number…………………...Closing Time ……………. ….. Closing Date ………………………..  |

OFFER TO BE VALID FOR………DAYS FROM THE CLOSING DATE OF BID.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ITEM QUANTITY DESCRIPTION BID PRICE IN RSA CURRENCY

NO. \*\*(ALL APPLICABLE TAXES INCLUDED)

* Required by: ………………………………….

- At: ………………………………….

…………………………………

* Brand and Model ………………………………….

* Country of Origin ………………………………….

- Does the offer comply with the specification(s)? \*YES/NO

* If not to specification, indicate deviation(s) ………………………………….

* Period required for delivery ………………………………….

 \*Delivery: Firm/Not firm

* Delivery basis …………………………………….

#  MBD 3.2

##  PRICING SCHEDULE – NON-FIRM PRICES

 **(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

|  |
| --- |
| Name of Bidder……………………………………… Bid number…………………………………Closing Time ……………………… Closing Date …………………………………………  |

OFFER TO BE VALID FOR………DAYS FROM THE CLOSING DATE OF BID.

---------------------------------------------------------------------------------------------------------------------------------------------------------

ITEM QUANTITY DESCRIPTION BID PRICE IN RSA CURRENCY

NO. \*\*(ALL APPLICABLE TAXES INCUDED)

---------------------------------------------------------------------------------------------------------------------------------------------------------

* Required by: …………………………………………

- At: …….…..……………………………….

* Brand and model ……..………………………………….
*
* Country of origin ……...………………………………….

- Does the offer comply with the specification(s)? \*YES/NO

* If not to specification, indicate deviation(s) ………………………………………….

* Period required for delivery ………………………………………….

- Delivery: \*Firm/Not firm

\*\* ”all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

MBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

* + 1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

1. I IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

 

Where:

Pa = The new escalated price to be calculated.

(1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**

D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2…etc. must add up to 100%.

R1t, R2t…… = Index figure obtained from new index (depends on the number of factors used).

R1o, R2o = Index figure at time of bidding.

VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index………. Dated………. Index………. Dated………. Index………. Dated……….

Index………. Dated………. Index………. Dated………. Index………. Dated……….

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

|  |  |
| --- | --- |
| FACTOR(D1, D2 etc. eg. Labour, transport etc.) | P PERCENTAGE OF BID PRICE |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

MBD 3.2

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| PARTICULARS OF FINANCIAL INSTITUTION | ITEM NO | PRICE | CURRENCY | RATE | PORTION OF PRICE SUBJECT TO ROE | AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD |
|  |  |  |  | ZAR= |  |  |
|  |  |  |  | ZAR= |  |  |
|  |  |  |  | ZAR= |  |  |
|  |  |  |  | ZAR= |  |  |
|  |  |  |  | ZAR= |  |  |
|  |  |  |  | ZAR= |  |  |

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

|  |  |  |  |
| --- | --- | --- | --- |
| AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD: | DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE | DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE | DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**MBD 7.2**

#  CONTRACT FORM - RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

# PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)……………………………………. in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number………….……….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
3. Bidding documents, *viz*
* Invitation to bid;
* Tax clearance certificate;
* Pricing schedule(s);
* Filled in task directive/proposal;
* Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
* Declaration of interest;
* Declaration of Bidder’s past SCM practices;
* Certificate of Independent Bid Determination;
* Special Conditions of Contract;
1. General Conditions of Contract; and
2. Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) …………………………….

WITNESSES

1. …….…………………………….
2. ……….………………………….

DATE: ……………………………..

CAPACITY …………………………….

SIGNATURE …………………………….

NAME OF FIRM …………………………….

DATE …………………………….

**MBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

# PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I……………………………………………. in my capacity as……………………...…………………………

accept your bid under reference number ………………dated………………………for the rendering of services indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating service delivery instructions is forthcoming.
2. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| DESCRIPTION OFSERVICE | **PRICE (ALL APPLICABLE TAXES INCLUDED)** | **COMPLETION DATE** | **B-BBEE STATUS LEVEL OF CONTRIBUTION** | **MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)** |
|  |  |  |  |  |

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

SIGNED AT ……………………………………… ON ………………………………..

NAME (PRINT) ………………………………………….

SIGNATURE …………………………………………

OFFICIAL STAMP

WITNESSES

1. ….…………………………….
2. …..…………………………….

DATE: ……………………………..

**ANNEXURE A.1**

 **MBD 7.2**

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

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

3 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.

1. 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.
2. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;

(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

**MBD 9**

1. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
2. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
3. prices;
4. 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.

1. 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.
2. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

**MBD 9**

1. 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

Js9141w 4

# PAST EXPERIENCE

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **EMPLOYER /INSTITUTION NAME** | **NATURE OF WORK/ PROJECT NAME** | **AWARDED AMOUNT** | **ANTICIPATED / ACTUAL COMPLETION DATE** | **EMPLOYER CONTACT NO.** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

…………………………….. ......................................……........

#  DATE SIGNATURE OF BIDDER

**PAST EXPERIENCE 2**

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

|  |
| --- |
| **CURRENT PROJECTS UNDERTAKEN FOR EMALAHLENI MUNICIPALITY** |
| **PROJECT NAME** | **AWARDED AMOUNT** | **CONTRACT START DATE** | **ANTICIPATED / ACTUAL COMPLETION DATE** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **TOTAL AMOUNT OF PROJECTS CURRENTLY UNDERTAKEN FOR EMALAHLENI MUCIPALITY** | **R**  |

…………………………….. ......................................……..........

**DATE SIGNATURE OF BIDDER**

|  |
| --- |
| **RECENT PROJECTS UNDERTAKEN FOR EMALAHLENI MUNICIPALITY** |
| **PROJECT NAME** | **AWARDED AMOUNT** | **CONTRACT START DATE** | **ANTICIPATED / ACTUAL COMPLETION DATE** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **TOTAL AMOUNT OF PROJECTS RECENTLY UNDERTAKEN FOR EMALAHLENI MUNICIPALITY** | **R**  |

…………………………….. ......................................……........

 **DATE SIGNATURE OF BIDDER**

# ANNEXURE B

# COMPANY DETAILS

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name:

Company Registration Number:

VAT Number:

Bank Name and Branch:

Bank Account Number:

# ANNEXURE C

# JOINT VENTURE DISCLOSURE FORM

**GENERAL**

i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.

ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner’s share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:

a) the contributions of capital and equipment

b) work items to be performed by the Affirmable Joint Venture Partner’s own forces

c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.

iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.

iv) ABE partners must complete ABE Declaration Affidavits.

v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.

vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

vii) A joint venture that is awarded a contract with Emalahleni Municipality must be registered as a separate company with the Registrar of Businesses.

viii) The joint venture must be registered with South African Revenue Services.

ix) A separate bank account must be in place for the joint venture.

**1. JOINT VENTURE PARTICULARS**

a) Name

b) Postal address

c) Physical address

d) Telephone

e) Fax

**2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

**2.1(a)** Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

**2.2(a)** Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

*(Continue as required for further non-Affirmable Joint Venture Partners)*

**3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

**3.1(a)** Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

**3.2(a)** Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

**3.3(a)** Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

**4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

**5. OWNERSHIP OF THE JOINT VENTURE**

###### a) Affirmable Joint Venture Partner ownership percentage(s) ....................…%

b) Non-Affirmable Joint Venture Partner ownership percentage(s) .....................%

c) Affirmable Joint Venture Partner percentages in respect of : \*

**(i)** Profit and loss sharing ................................................….....…............

**(ii)** Initial capital contribution in Rands ..............……….....…..…................

 ............................................................................................….................

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

(\*Brief descriptions and further particulars should be provided to clarify percentages).

**(iii)** Anticipated on-going capital contributions in Rands .........……...........

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

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

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

 **(iv)** Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

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

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

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

**6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME SECURITY COMPANYS OR AS PARTNERS IN OTHER JOINT VENTURES**

|  |  |  |
| --- | --- | --- |
|  | **NON-AFFIRMABLE JOINT VENTURE PARTNERS** | **PARTNER NAME** |
| a) |  |  |
| b) |  |  |
| c) |  |  |
| d) |  |  |
| e) |  |  |

|  |  |  |
| --- | --- | --- |
|  | **AFFIRMABLE JOINT VENTURE PARTNERS**  | **PARTNER NAME** |
| a) |  |  |
| b) |  |  |
| c) |  |  |
| d) |  |  |
| e) |  |  |

**7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

 (a) Joint Venture cheque signing

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

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

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

(b) Authority to enter into contracts on behalf of the Joint Venture

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

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

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

(c) Signing, co-signing and/or collateralising of loans

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

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

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

(d) Acquisition of lines of credit

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

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

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

(e) Acquisition of performance bonds

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

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

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

(f) Negotiating and signing labour agreements

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

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

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

**8. MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

 (a) Supervision of field operations

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

(b) Major purchasing

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

(c) Estimating

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

(d) Technical management

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

**9. MANAGEMENT AND CONTROL OF JOINT VENTURE**

(a) Identify the “managing partner”, if any,

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

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

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

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

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subsecurity companys and/or other parties participating in the execution of the contemplated works?

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

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

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

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

(c) Describe the management structure for the Joint Venture’s work under the contract

|  |  |  |
| --- | --- | --- |
| **MANAGEMENT FUNCTION / DESIGNATION** | **NAME** | **PARTNER\*** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”.

**10. PERSONNEL**

**(a)** State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

|  |  |  |
| --- | --- | --- |
| **TRADE/FUNCTION/****DISCIPLINE** | **NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS** | **NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

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

(ii) Number currently employed by the Joint Venture

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

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

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

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

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

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

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

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

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

**11. CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

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

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

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

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

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

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

(Continue as necessary)

# ANNEXURE D

# COMPANY COMPOSITION

**GENERAL**

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the bidder to fill in all the information. Failure to do so will result in points being lost under equity. The full company composition is required including HDI and Non-HDI status. The ownership must accumulate to 100%.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| NAME | IDENTITY NUMBER | CITIZENSHIP | DATE OF OWNERSHIP | % OWNED | VOTING % |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

# ANNEXURE E

# DECLARATION OF INTERESTS (KINSHIP, RELATIONSHIP WITH PERSONS EMPLOYED BY EMALAHLENI)

In terms of the Municipal Supply Chain Management Regulations, no person or persons employed by the State may be awarded a bid by any municipality.

Any legal person, or persons having a kinship with persons employed by the Emalahleni including a blood relationship, may make an offer in terms of this bid invitation. In view of possible allegations of favouritism, should the resulting bid or part thereof be awarded to persons connected with or related to an employee of Emalahleni, it is required that the bidder or his/her authorized representative declare his position vis-à-vis the evaluating authority and/or take an oath declaring his/her interest, where–

- the legal person on who’s behalf the bid document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the bid(s), or where it is known that such a relationship exists between the person or persons for or on who’s behalf the declarer acts and persons who are involved with the evaluation of the bid.

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

Do you, or any person have any relationship (family, friend, other) with a person employed with the NKONKOBE or its Administration and who may be involved with the evaluation, preparation and/or adjudication of this bid?

Yes/No

If so, state particulars

Are you or any other person connected with the bid, employed by any organ of State?

Yes/No

If so, state particulars

# SIGNATURE OF DECLARER DATE

**POSITION OF DECLARER NAME OF COMPANY OR BIDDER**

**ANNEXURE F**

**DECLARATION (VALIDITY OF INFORMATION PROVIDED)**

I……………………………………………………………….declare that the information provided is true and correct, the signature to the bid document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the Emalahleni Municipality.

……………………………………………………………………………………………………………………………..

**SIGNATURE OF DECLARER DATE**

……………………………………………………………………………………………………………………………..

**POSITION OF DECLARER NAME OF COMPANY OF**

**BIDDER**

Should the bidder have, in the opinion of the EMALAHLENI, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the bid, then the ADM may, in its sole discretion:

\* Ignore any bids without advising the bidder thereof

\* Cancel the contract without prejudice to any legal rights the EMALAHLENI may have

# Should the bidder disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the EMALAHLENI and such bidder.

**MBD 4**

**DECLARATION OF INTEREST**

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

1. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of 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 relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number: ………………………………………………………………………………….

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

3.4 Company Registration Number: ……………………………………………………………….

3.5Tax Reference Number:…………………………………………………………………………

3.6VAT 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.

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

3.8.1Ifyes, furnish particulars.….……………………………………………………………

……………………………………………………………………………………………..

**¹**MSCM Regulations: “in the service of the state” means to be –

1. a member of –
	1. any municipal council;
	2. any provincial legislature; or
	3. the national Assembly or the national Council of provinces;
2. a member of the board of directors of any municipal entity;
3. an official of any municipality or municipal entity;
4. 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);
5. a member of the accounting authority of any national or provincial public entity; or
6. an employee of Parliament or a provincial legislature.

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

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

 3.9.1Ifyes, furnish particulars.………………………...……………………………………..

 …………………………………………………………………………………………….

3.10Do 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**

 3.10.1Ifyes, furnish particulars.

 ………………………………………………………………………………

 ………………………………………………………………………………

3.11Are 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**

3.11.1Ifyes, furnish particulars

…………………………………………………………………………………

……………………………….……............................................................

3.12Are 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**

 3.13.1Ifyes, furnish particulars.

……………………………………………………………………………….

……………………………………………………………………………….

3.14 Do you or any of the directors, trustees, managers,

principle shareholders, or stakeholders of this company

have any interest in any other related companies or

business whether or not they are bidding for this contract.**YES / NO**

3.14.1 If yes, furnish particulars:

……………………………………………………………………………..

……………………………………………………………………………..

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

|  |  |  |
| --- | --- | --- |
| **Full Name** | **Identity Number** | **State Employee Number** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

 ………………………………….. ……………………………………..

 **Signature Date**

 …………………………………. ………………………………………

 **Capacity Name of Bidder**

MBD 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:
	1. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
	2. been convicted for fraud or corruption during the past five years;
	3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
	4. 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 | 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 *audi alteram partem* rule was applied).**The Database of Restricted Suppliers now resides on the National Treasury’s website(**[www.treasury.gov.za](http://www.treasury.gov.za)**) and can be accessed by clicking on its link at the bottom of the home page.**  | Yes[ ]  | No[ ]  |
| 4.1.1 | If so, furnish particulars: |
| 4.2 | 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)? **The Register for Tender Defaulters can be accessed on the National Treasury’s website (**[**www.treasury.gov.za**](http://www.treasury.gov.za)**) by clicking on its link at the bottom of the home page.**  | Yes[ ]  | No[ ]  |
| 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[ ]  | No[ ]  |
| 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[ ]  | No[ ]  |
| 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[ ]  | No[ ]  |
| 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**

 Js367bW

# ANNEXURE G

# BID CHECK LIST.

#  All Individual bid documents will have the typical bid check list as an attachment. This list is to assist all bidders to submit complete bids.

Bidders are to check the following points before the submission of their bid:

1. All pages of the bid document have been read by the bidder.
2. All pages requiring information have been completed in black ink.
3. The Schedule of Quantities have been checked for arithmetic correctness.
4. Totals from each sub section of the Schedule of Quantities have been carried forward to the summary page.
5. The total from the summary page has been carried forward to the Bid Form.
6. All sections requiring information have been completed.
7. The bidder has submitted the correct documentation, e.g. original and current certificates in terms of SARS, etc.
8. Supporting document attached in respect of the Pre-Qualification Evaluation to be undertaken
9. The bid document is submitted before 12h00 on the due date at the designated bid box of the EMALAHLENI.
10. Valid certified copy of B-BBEE certificate.
11. Certified company registration documents and Company Profile.
12. Certified ID copies for company directors and shareholders.

13. All municipal rates and taxes of the tenderer must be paid where the business has its head or regional office and a rates clearance certificate not older than 3 months must be submitted with the bid, if the property is being leased by the bidder then lease agreement should be submitted.

14. Failure to submit all the above requirements will result in the bid being non-responsive