

NKANGALA DISTRICT MUNICIPALITY



QUOTATION NO: CS-005-01-2023

APPOINTMENT OF A SERVICE PROVIDER FOR THE ROUTINE HORTICULTURAL AND GARDENING MAINTENANCE SERVICES FOR NDM BUILDINGS

Name of Entity	
Price(Excl VAT)	
CSD M Number	
CIDB CRS Number	

Prepared & Issued By: Supply Chain Management Unit Nkangala District Municipality 2A Walter Sisulu Street MIDDELBURG 1050 Tel: 013-249-2103 / 05 / 06 / 07 Fax: 013-249-2087	Enquiries: Mr NM Motshwene Department: Corporate Services Nkangala District Municipality 2A Walter Sisulu Street MIDDELBURG 1050 Tel: 013-249-2070
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SUBMISSION DETAILS

TENDER BOX	NKANGALA DISTRICT MUNICIPALITY 2A WALTER SISULU STREET, GROUND FLOOR, MIDDELBURG(MPUMALANGA)
CLOSING DATE AND TIME	Friday, 13 th January 2023 @ 12H00

NKANGALA DISTRICT MUNICIPALITY

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NKANGALA DISTRICT MUNICIPALITY

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Nkangala District Municipality hereby invites quotations from suitably qualified service provider for the appointment of a service provider for the routine horticultural and gardening maintenance services for NDM buildings.

Quotations may only be submitted on the quotation document issued. Copies of the quotation document will be available at Nkangala District Municipality Office Building at reception and on the website: www.nkangaladm.gov.za

Quotations, in a sealed envelope and clearly marked “**Quotation number and description of the project**” must be submitted in the Tender Box, Nkangala District Municipality, 2A Walter Sisulu Street, Middelburg, Mpumalanga, not later than **12H00 on 13th January 2023.**

GENERAL:

- Quotations shall remain valid for a period of **90** days from closing date, no late, faxed or e-mailed quotations will be accepted

For enquiries, please contact Mr. NM Motshwene from the Corporate Services Department office at 013 249 2170 or the Supply Chain Management Office at 013 249 2103/ 4 / 5 / 6/ 7 / 10 /58 during office hours, Monday to Friday between 07H30-13H00 and 13H45-16H15.

Only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

Quotations will be evaluated in terms of the Supply Chain Management policy of the Nkangala District Municipality (www.nkangaladm.gov.za). The lowest quotation will not necessarily be accepted and the right to accept the whole or part of any quotation or not to consider any quotation not suitably endorsed is fully reserved by Nkangala District Municipality.

MM SKOSANA – MUNICIPAL MANAGER

NKANGALA DISTRICT MUNICIPALITY

INSTRUCTIONS TO QUOTATIONS:	
1.	Failure to complete all returnable schedules and signing thereof will result in an automatic disqualification.
2.	Proposals and any other supporting documents must be attached to the back of this quotation document.
3.	No quotation document will be considered unless submitted on Council's Official quotation Document
4.	A quotation document submitted by a registered company may not be considered unless accompanied by a resolution of a Board of Directors of the Company authorizing the person to sign the quotation document on behalf of the Company.
5.	Quotations completed in ink shall be submitted in a sealed envelope, clearly marked with the relevant Project number and / or project description, to Tender Box, Nkangala District Municipality 2A Walter Sisulu Street, and Middelburg.
6.	Quotations received after the closing date and time shall not be considered.
7.	The Council retains the right to call for any additional information that it may deem necessary
8.	The Council will not be held responsible for any expenses incurred by the company in preparing and submitting the quotations.
9.	If quoting as a Joint Venture, the Joint Venture Agreement must be submitted with the quotation documents detailing the split of responsibilities in terms of the tender specifications, i.e. percentage of work to be done by each partner.
10.	Check the quotation documents on receipt for completeness and notify the employer of any discrepancy or omission.
11.	Treat as confidential all matters arising in connection with the quotation. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a quotation offer in response to the invitation.
12.	Obtain, as necessary for submitting a quotation, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the quotation documents by reference
13.	Pricing the tender State the rates and prices in South African currency (ZAR) Rand.
14.	Quotation communicated on paper shall be submitted as an original.
15.	Telephonic, telegraphic, telex, facsimile or e-mailed quotations will <u>not</u> be accepted.
16.	Accept that quotations, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive

17	The quotation validity period is 90 Days .								
18	The company quoting, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.								
19	<p>The following is required to be submit with the quotation:</p> <p>(1) A valid Tax Compliance Status Pin issued by the South African Revenue Services;</p> <p>(2) A copy of the Company / CC Registration. In case of Joint Venture –both companies / cc to submit registration documentation.</p> <p>(3) In case of Joint Venture – the Joint Venture Agreement.</p> <p>(4) Duly Signed and dated of Authority of Signatory on company Letterhead.</p> <p>(5) B-BBEE Certificate (issued by accredited agencies) in terms of the provisions of the Preferential procurement Regulations , 2017)</p>								
20	<p>Evaluation of Quotations</p> <p>Notice is drawn to the fact that the awarding of this quotation will be in terms of the Supply Chain Management Policy of the Nkangala District Municipality and prescribed evaluation criteria in terms of the Supply Chain Management Regulations , 2005</p>								
21	Evaluation points								
	<p>Preference points for this bid shall be awarded for:</p> <p>(a) Price; and</p> <p>(b) B-BBEE Status Level of Contribution.</p>								
	The maximum points for this quotation are allocated as follows:								
	<table border="1"> <thead> <tr> <th></th><th>POINTS</th></tr> </thead> <tbody> <tr> <td>PRICE</td><td>80</td></tr> <tr> <td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td><td>20</td></tr> <tr> <td>Total points for Price and B-BBEE must not exceed</td><td>100</td></tr> </tbody> </table>		POINTS	PRICE	80	B-BBEE STATUS LEVEL OF CONTRIBUTION	20	Total points for Price and B-BBEE must not exceed	100
	POINTS								
PRICE	80								
B-BBEE STATUS LEVEL OF CONTRIBUTION	20								
Total points for Price and B-BBEE must not exceed	100								
22	The number of paper copies of the signed contract to be provided by the Employer is one.								
23	<p>The additional conditions of quotation are:</p> <p>1 Nkangala District Municipality may also request that the company quoting provide written evidence that his financial, labour and resources are adequate for carrying out the project.</p>								

	<p>2 The Nkangala District Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any entity quoting. The entity quoting shall provide all reasonable assistance in such investigations.</p> <p>3 The Nkangala District Municipality reserves the right to appoint a different Contractor for each project. The entity quoting shall be required to complete the form of offer.</p> <p>4 That the issuing by the contractor of cessions is expressly prohibited except if and when prior written approval of the Nkangala District Municipality under the signature of the Municipal Manager for the issue of a cession has been requested and obtained.</p> <p>5 That the Council reserves the right not to appoint contractor whose contract was terminated due to non-performance by this Council in the past 5 years.</p>
	<p>Procurement procedures</p> <p>C.1.6.1 General</p> <p>Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.</p> <p>C.1.6.2 Competitive negotiation procedure</p> <p>C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.</p> <p>C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.</p> <p>C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.</p> <p>C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.</p> <p>C.1.6.3 Proposal procedure using the two stage-system</p> <p>C.1.6.3.1 Option 1</p> <p>Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.</p>

	<p>C.1.6.3.2 Option 2</p> <p>C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.</p> <p>C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.</p>
	<p>Eligibility</p> <p>Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions. in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 1SH or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1.every member of the joint venture is registered with the CIDB; 2.the lead partner has a contractor grading designation in the 1SH or higher class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status. 3.the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 1SH or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry.

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T2.1 LIST OF RETURNABLE DOCUMENTS

The following returnable Schedules MUST be completed:

Returnable Schedules required for evaluation purposes

Form A	INVITATION TO BID
Form B	DECLARATION OF GOOD STANDING REGARDING TAX
Form C	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
Form D	AUTHORITY OF SIGNATORY
Form E	PREFERENCE SCHEDULE
Form F	DECLARATION OF INTEREST
Form G	FINANCIAL REFERENCES /BIDDER'S CREDIT RATING AND BANK DETAILS
Form H	CERTIFICATE OF INDEPENDENT BID DETERMINATION
Form I	DECLARATION OF MUNICIPAL ACCOUNT
Form J	SCHEDULE OF PREVIOUS EXPERIENCE
Form K	SCHEDULE OF CURRENT PROJECTS
Form L	SCHEDULE OF PROPOSED SUB- CONTRACTORS
Form M	DECLARATION OF TENDERER'S LITIGATION HISTORY

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NKANGALA DISTRICT MUNICIPALITY)					
BID NUMBER:	CS-005-01-2023	CLOSING DATE:	12 th January 2023	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE ROUTINE HORTICULTURAL AND GARDENING MAINTENANCE SERVICES FOR NDM BUILDINGS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Nkangala District Municipality					
2A Walter Sisulu Street					
Middelburg					
Mpumalanga					
1050					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Supply Chain		CONTACT PERSON	Mr NM Motshwene	
CONTACT PERSON	Mr SI Masilela		TELEPHONE NUMBER	013 249 2070	
TELEPHONE NUMBER	013 249 2104		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. For Closed Corporations

- CK1 or CK2 as applicable (Founding Statement)
- Copy(s) of ID(s) of Director(s)

2. For Companies

- A copy of the Certificate of Incorporation
- Copy(s) of ID(s) of Director(s) and
- the shareholders register

3. For Joint Venture Agreements

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

4. For Partnership

- Copy(s) of ID(s) of Director(s) of the partners

5. One person Business / Sole trader

- Copy of ID

6. Details of Tax Compliance Status from South African Revenue Service and Provide eSARS to access.

7. Duly Signed and dated original or copy of Authority of Signatory on company Letterhead

8. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE(original or a copy issued by an approved body / accredited verification agency as prescribed by the National Treasury and the Department of Trade and Industry)

FORM B: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)**DETAILS OF TAX COMPLIANCE STATUS:**

TAXPAYER NAME	
TRADING NAME	
TAX REFERENCE NUMBER (S)	
VAT	
PIN	
EXPIRY DATE	

TAX COMPLIANCE STATUS REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to apply for Tax Compliance Status (TCS) online or at any SARS branch office nationally. The Tax Compliance Status (TCS) Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Compliance Status (TCS) that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Compliance Status (TCS) must be submitted together with the bid. Failure to submit the Tax Compliance Status (TCS) will result in the invalidation of the bid.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS).
5. Applications for the Tax Compliance Status (TCS) may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

**ATTACH AN ORIGINAL COPY OF B-BBEE OR SWORN AFFIDAVIT STATUS
VERIFICATION CERTIFICATE**

NOTE THE FOLLOWING IN RESPECT OF B-BBEE CERTIFICATES:

1. Certificates attached hereto should be those issued by approved verification agencies as directed by the National Treasury and the DTI (Department of Trade and Industry)
2. Verification agencies should be approved by SANAS and Accounting Officers and Auditors should be approved in terms of the IRBA (Independent Regulatory Body for Auditors), and as prescribed by the Close Corporations Act for designation as an Accounting Officer
3. Copies of the B-BBEE certificate or Sworn Affidavit should be within the financial year of the issued bid or quotation.

Further information in respect of the above is obtainable from the National treasury and DTI websites and the Preferential Procurement Regulations, 2017

FORM C: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2005).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audialterampartem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2005)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

CERTIFICATION

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

FORM D: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :	
Contact number :	
Office address :	

Signatories for close corporations and companies shall confirm their authority by completing and attaching to this form a **duly signed and dated original or copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date)

Mr.

has been duly authorized to sign all documents in connection with the Tender for Contract Number

.....and any Contract which may arise there from on

behalf of

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

**ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR A COPY OF AN AUTHORITY OF SIGNATORY ON COMPANY
LETTERHEAD**

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

FORM E: PREFERENCE SCHEDULE

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 System shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (c) Price; and
- (d) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
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 contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

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

B-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 copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS
- 5.4 **A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.**
- 5.5 **A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.**
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 **A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub-contract.**
- 5.8 **A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.**
- 6. BID DECLARATION**
- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:
- 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**
- 7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

- 7 (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	
-----	--	----	--

- 8.1.1 If yes, indicate:

1 what percentage of the contract will be subcontracted? %

2 the name of the sub-contractor?

3 the B-BBEE status level of the sub-contractor?

4 whether the sub-contractor is an EME?

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

5 Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of the Preferential Procurement Regulations, 2017

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of firm:

- 9.2 VAT registration number

- 9.3 Company registration number

9.4 **TYPE OF FIRM** (Tick Applicable Box)

- ☐ Partnership/ Joint Venture/ Consortium
☐ One Person business/ sole propriety
☐ Close Corporation
☐ Company
☐ (Pty) Ltd
☐ Other : Specify _____

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:

The information furnished is true and correct;

- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audialterampartem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

WITNESSES:

1.

1.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:

.....

.....

.....

.....

FORM F: DECLARATION OF INTEREST

MBD 4

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

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

3.2 Identity Number:.....

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

3.4 Company Registration Number:.....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number.....

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

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

3.8.1 If yes, furnish particulars.....

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.....

.....

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

3.11.1 If yes, furnish particulars.....

.....

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

3.13.1 If yes, furnish particulars.....

.....

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

3.14.1 If yes, furnish particulars.....

.....

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

Full Name	Identity Number	State Employee Number

DECLARATION

I, the undersigned (name):
certify that the information furnished is correct. I accept that the state may act against me in
terms of paragraph 23 of the General Conditions of Contract should this declaration prove to be
false.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

FORM G: FINANCIAL REFERENCES**DETAILS OF TENDERERS BANKING INFORMATION****Notes to tenderer:**

1. The tenderer shall attach to this form an original or a copy of a letter from the bank not older than three (3) months confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:									
ACCOUNT NAME: (e.g. ABC Civil Construction cc)									
ACCOUNT TYPE: (e.g. Savings, Cheque etc.)									
ACCOUNT NO:									
ADDRESS OF BANK:									
CONTACT PERSON:									
TEL. NO. OF BANK / CONTACT:									
How long has this account been in existence:	<table border="1"><tr><td>0-6 months</td><td></td></tr><tr><td>7-12 months</td><td></td></tr><tr><td>13-24 months</td><td></td></tr><tr><td>More than 24 months</td><td></td></tr></table> (Tick which is appropriate)	0-6 months		7-12 months		13-24 months		More than 24 months	
0-6 months									
7-12 months									
13-24 months									
More than 24 months									

Name of Tenderer:

Date:

Signature:

Full name of signatory:

**ATTACH HERETO A STAMPED COPY OF A LETTER FROM BANK TO
THIS PAGE NOT OLDER THAN THREE (3) MONTHS**

FORM H: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- . 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.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2005 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js9141w 4

FORM I: MUNICIPAL UTILITY ACCOUNT

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly

authorized to sign all documents with the Tender for Contract Number _____ on behalf of

_____ hereby make a declaration as follows:
(referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

**ATTACH AN ORIGINAL OR A COPY OF A MUNICIPAL UTILITY
ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)**

Important: Note the following

- List and attach Account(s) registered all in the name(s) of the Director(s) or the Company on the declaration form attached hereto; or
- Attach a copy Lease Agreement along with the utility account of the Landlord, whereby the company is leasing the property its operating from.

FORM J: SCHEDULE OF PREVIOUS EXPERIENCE

The procedure for the evaluation of responsive Bids will be on the average of the **previous projects** where the firm was involved. Reference of clients **MUST** be provided. Evaluation of the Quotation's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience of contracts of similar size
- At least three of the references will be contacted to obtain their input.

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

Description	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel no

FORM K: SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects

This information is material to the award of the Contract.

Description	Value (R) VAT excluded	Appointment Date	Expected Completion Date	Reference		
				Name	Organisation	Tel no

FORM L: SCHEDULE OF PROPOSED SUB-CONSULTANT

Are / Do you have sub-contractors?

YES	NO
-----	----

If yes, complete the below

NAME OF SUB-CONTRACTOR	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONTRACTOR

FORM M: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES**NO**

If yes, furnish your details in table below.

NB: It is compulsory for all bidders to sign this form

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM OF OFFER

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

QUOTATION NO: CS/005/01/2023 - APPOINTMENT OF A SERVICE PROVIDER FOR THE ROUTINE HORTICULTURAL AND GARDENING MAINTENANCE SERVICES FOR NDM BUILDINGS

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

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

THE SUB-TOTAL OF THE PRICES EXCLUSIVE OF VALUE ADDED TAX IS

.....

..... Rand (in words); R (In figures).

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....

..... Rand (in words); R (In figures).

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

Signature(s): _____

Name(s): _____

Capacity: _____

For the tenderer _____
(Name and address of Organisation)

Name & Signature

Of Witness

Name

Date

BILL OF QUANTITIES

BILL OF QUANTITIES-ROUTINE HORTICULTURAL AND GARDEN MAINTENANCE

ITEM	ITEM DESCRIPTION	QUANTITY	RATE	RATE 1 MONTH
1.	Management cost	1		
2.	Labour costs	14		
3.	Material and supplies (flowers, grass and other consumables)	1		
4.	Project equipment's(tools)	1		
5.	Maintenance of irrigation systems	1		
SUB-TOTAL				
VAT@15%				
TOTAL				

TOTAL AMOUNT TO BE FORWARDED TO FORM OF OFFER

SCOPE OF WORKS

APPOINTMENT OF A SERVICE PROVIDER FOR THE ROUTINE HORTICULTURAL AND GARDENING MAINTENANCE SERVICES FOR NDM BUILDINGS

SCOPE OF WORK

SCOPE OF WORK AND SPECIAL CONDITIONS OF CONTRACT

SECTION A: SCOPE OF WORK: SERVICES

The following services must be rendered on the working site.

- 1 Maintenance of lawn areas (pavement)
 - All loose objects (for example stones, wires etc.) which can give rise to damages, must be removed before the area is mowed.
 - Care must be taken that no trees, shrubs, fences, poles, walls, paving, traffic signs, monuments, private and public property etcetera are damaged during the cutting and mowing period. Any damage to public or private property caused by the contractor will be the responsibility of the contractor and must be handled appropriately.
 - No edges are to be cut using a spade or similar tools.
 - All cuttings and litter must be moved to the central waste bin area as determined by the Maintenance Manager
 - Fences must be kept free of weeds and invader plants at all times.
- 2 Maintenance of parking areas, paths and paved areas:
 - Parking area, paths and paved areas must be swept / blown daily.
 - All removed and swept material as well as all litter must be removed to the central waste bin area as determined by the Maintenance Manager.
- 3 Maintenance of Lawn Areas:

The mowing of grass

 - The grass must be mowed with a lawnmower to a constant height of 30mm.
 - The lawnmowers must be fitted with grass boxes.
 - The grass must be mowed evenly without any ridges or scarring marks.
 - The contractor will be held responsible for any damage to lawn areas due to uneven cutting and must be repaired if requested by the Maintenance Manager
 - All leftover grass clippings as well as all litter must be raked together and removed to the central waste bin area as determined by the Maintenance Manager.
 - The edges of the lawn areas as well as the areas around obstacles must be cut with a mechanical edge cutter (nylon line type) to a constant height of 50mm.
 - Care must be taken that no trees, shrubs, fences, poles, walls, paving, traffic signs, monuments, private and public property etcetera are damaged during the cutting and mowing period. Any damage to public or private property caused by the contractor will be the responsibility of the contractor and must be handled appropriately.
 - Grass under and between fences must be mowed on both sides of the fence and must be kept free of weeds and invader plants.

Weeding of lawn areas

- Weeds on lawn areas must be controlled by means of hand weeding on a constant basis.
- All root growth must be removed when weeding is done.
- All removed material and litter must be removed to the central waste bin area as determined by the Maintenance Manager

Irrigation of lawn areas

- Under no circumstances may water be wasted.
- All lawn areas must be watered to receive 25mm of water. This must be done weekly in the summer months (up to end of May) and monthly in the winter months (up to end of August) and / or as otherwise specified by the Maintenance Manager.
- The existing irrigation systems or irrigation equipment must be used. The contractor must sign for this equipment and will be responsible for the safe-keeping of, as well as protection against intentional damage or loss of this equipment. The contractor will be expected to immediately repair or replace damaged or lost items.
- Where no irrigation equipment is available, the contractor will be responsible to supply and use his own equipment.
- At the termination of this contract, the contractor will be expected to hand over all the equipment in the same condition it was received.
- The Maintenance Manager must be allowed to inspect this equipment at any time.

Filling of soil

- Where damage to lawn areas or soil erosion has taken place, the soil surface must be leveled or filled with loose soil.
- Soil will be provided by contractor.

4 Maintenance of areas with flowerbeds and perennials

Pruning

- General pruning must be done throughout the year.
- All dead and excessive plant material, especially dead flowers and leaves of plants and perennials, must be removed judiciously.
- All removed material and litter must be moved to the central waste bin area as determined by the Maintenance Manager

Irrigation of areas with flowerbeds and perennials

- Under no circumstances may water be wasted.
- All areas with flowerbeds and perennials must be watered to receive 25mm of water. This must be done weekly in the summer months (up to end of May) and monthly in the winter months (up to end of August) and/ or as otherwise requested by the Maintenance Manager.
- The existing irrigation systems or irrigation equipment must be used. The contractor will be responsible for the safe-keeping of all equipment as well as protection against intentional damage or loss of this equipment. The contractor will be expected to immediately repair or replace damaged or lost items.
- Where no irrigation equipment is available, the contractor will be responsible to supply and use its own equipment.
- On termination of this contract, the contractor will be expected to hand over all the equipment in the same condition it was received.
- The Maintenance Manager must be allowed to inspect this equipment at any time.

- Seedlings must be watered daily or as determined by the Maintenance Manager

Applications of fertilizers

- All fertilizer to be supplied by contractor.
- All beds must be fertilized using 3:1:5 at a rate of 60 g/m².
- After all applications, all fertilized areas must be watered thoroughly to avoid possible burning.
- The contractor will be held responsible for any damage to fertilized areas due to carelessness / negligence.

5 Maintenance of newly planted trees

Weeding & cultivation

- Trees must be kept free of weeds and grass at all times.
- It is the responsibility of the contractor to ensure that the tree is supported at all times. Supports will be supplied by the contractor.
- Care must be taken to avoid damage to the trees. Under no circumstances may a mechanical edge cutter be used around the base of a tree. Any tree damaged in this manner due to negligence will be replaced by the contractor at his expense.
- All removed weeds and grass must be moved daily to the central waste bin area as determined by the Maintenance Manager.

Irrigation

- All trees must be watered once per week up to the end of May where after it must be watered once per month up to the end of August and / or as requested by the Maintenance Manager.
- Where no irrigation equipment is available, the contractor will be responsible to supply hoses to water the trees.

Application of fertilizers

- All trees must be fertilized. Type 2:3:2 (22) Zn is to be applied at a rate of 100g per tree during the months of August, October and January.
- The LAN is to be applied at a rate of 50g per tree during August, October and January.
- Fertilizer will be supplied by the contractor.
- After all applications, all fertilized areas must be watered thoroughly to avoid possible burning.
- The contractor will be held responsible for any damage to fertilized areas due to carelessness / negligence.

6 Cleaning of water features

- All water features must be kept clean at all times
- The contractor will be responsible for any damage to water features due to carelessness / negligence.
- The contractor will supply all cleaning materials.

7 Litter and Leaf litter removal

- The contractor is responsible for the daily collection of litter and rubbish on the site.
- All litter must be removed to a central waste bin area.
- All leaves, seeds etc. of the trees and shrubs on the planted lawns, footpaths and paved areas must be collected on a weekly basis.
- All collected garden refuse is to be removed from garden areas at the end of each day to the central waste bin area as determined by the Maintenance Manager

8 Central waste bin area

- The central waste bin area will be determined by the Maintenance Manager.
- The central waste bin area must be kept clean and tidy at all times.
- The contractor is responsible to inform the Maintenance Manager when the waste bins need to be emptied.

9 Cleaning of the Roof and Gutters

- The entire roof, gutters and downpipes shall be regularly broomed and Rubbish/droppings channeled and or collected to the central refuse bin to avoid clogging.

10 Provisional Schedule in Respect of the Horticultural Maintenance and Routine Gardening of the Office Building Nkangala District Municipality.

1	DESCRIPTION	SCHEDULE
1.1	The maintenance of veld grass areas	weekly
1.3	Trimming of areas where veld grass, weeds into kerbs, fencing etcetera	weekly
1.4	Removal of cuttings and litter to the central waste bin area.	weekly
		Sub-total
2	DESCRIPTION	SCHEDULE
2.1	Removal of declared weeds, invader plants and other weeds	weekly
2.2	Removal of removed plant material and litter to the central waste bin area	Constant
		Sub-total
3	DESCRIPTION	SCHEDULE
3.1	Maintenance of Parking Area and paths	Daily
3.2	Removal of all dead plant material.	Daily
3.3	Sweeping of parking area & paths	Daily
3.4	Removal of removed and swept material as well as all litter to the central waste bin area	Daily
		Sub-total
4	DESCRIPTION	SCHEDULE
4.1	Maintenance of lawn areas	weekly
4.2	Removal of grass clippings to the central waste bin area.	
		Sub-total
5	WEEDING OF LAWN AREAS	
5.1	Hand weeding of lawn areas	32 times
5.2	Removal of collected plant material and litter to the central waste bin area	Daily
		Sub-total

6	IRRIGATION OF LAWN AREAS	
6.1	Watering of lawn @ 25mm	Once per week (up to end of May) and / or as required by the Maintenance Manager
		Sub-total
7	APPLICATION OF FERTILIZER	Once per month (up to end of August) and / or as required by the Maintenance Manager
7.1	Watering after fertilizer has been applied	After application of fertilizer
		Sub-total
8	SOIL FILLING WHERE DAMAGE TO LAWN OR SOIL EROSION OCCURRED	
8.1	Repair damaged lawn	When required by the Maintenance Manager
		Sub-total
9	DESCRIPTION	SCHEDULE
9.1	Maintenance of areas with flower beds and perennials	When required by the Maintenance Manager
		Sub-total
10	PRUNING	
10.1	Pruning of areas with flowerbeds and perennials etc.	As required
10.2	Removal of dead plant material from plants	As ordered by the Maintenance Manager
10.3	Removal of pruned or removed plant material to the central waste bin area	
		Sub-total
11	WEEDING AND CULTIVATION	
11.1	Removal of weeds and grass from areas with flower beds and perennials	Weekly and / or as instructed by the Maintenance Manager

11.2	Cultivate areas with flower beds and perennials to a depth of 50mm	Weekly and / or as instructed by the Maintenance Manager
11.3	Maintenance of beds according to specification	Included in above
11.4	Removal of weeds and grass to the central waste bin area	Included in above
		Sub-total
12	IRRIGATION	
12.1	Irrigation of areas with flower beds and perennials @ 25mm	See : IRRIGATION OF LAWN AREAS
12.2	Irrigation of areas with seedlings	Daily and /or as specified by the Maintenance Manager
		Sub-total

13	APPLICATION OF FERTILIZER	
13.2	Watering after fertilizer has been applied	After application of fertilizer
		Sub-total
14	DESCRIPTION	SCHEDULE
14.1	Maintenance of trees	Weekly and / or as instructed by the Maintenance Manager
14.2	WEEDING AND CULTIVATION	
14.3	Removal of weeds	Weekly
14.4	Removal of removed weeds and grass to the central waste bin area	Weekly
		Sub-total
15	IRRIGATION	
15.1	Watering of trees	Weekly and / or as instructed by the Maintenance Manager
		Sub-total
16	APPLICATION OF FERTILIZER	
16.3	Watering after fertilizer has been applied	After the application of fertilizer
		Sub-total
17	DESCRIPTION	SCHEDULE
17.1	Cleaning of Water Feature	Monthly
		Sub-total
	DESCRIPTION	SCHEDULE
18.	Litter, leaf litter and rubbish collection	
18.1	Collection of litter and rubbish throughout the whole site	Daily
18.2	Raking of leaves, seeds and other dead plant material	Weekly
18.3	Removal of plant material to the central waste bin area	Daily
		Sub-total

20	DESCRIPTION	SCHEDULE
		Sub-total

SECTION B

SPECIAL CONDITIONS OF CONTRACT

1 IMPLEMENTS AND EQUIPMENT

It is expected of the Contractor to supply all implements and equipment's such as hand tools, implements, machinery, vehicles, tractors etc. prescribed for execution of the work.

The machinery and implements of the appointed contractor will be inspected.

Additional work done – as and when required

- All loose objects (including papers, plastic bags, bottles, stones, wires, etc.) which can give rise to damages and further littering must be removed and placed into bags before the grass on the site is cut.
- All grass cuttings or other cut plant material must be neatly raked together on the day of cutting and removed from the site on the same day.
- All the grass cutting and other plant material must be taken daily to an approved central waste bin area – no heaps may be left on any site overnight. The contractor will be responsible for the paying of any fees at the dumping site.
- All the grass clippings must be swept from the parking areas and footpaths and other hard surfaces every day after the grass has been cut.
- Care must be taken that the cutting blades of all equipment utilized are always need to be sharp and safe to use.
- Cutting blades must be of the prescribed type and standard for the specific type of mower, safety standards for the specific type of mower must be adhered to at all times. It must be suitable according to turf grass mowing industry standards to deliver the desired finish applicable for all grass types.
- The contractor is not allowed to refill or spill petrol, diesel or oil on any grass surface on the site. If any spillage or damage on the site occurs, the Contractor will repair the damage to the full satisfaction of the Maintenance Manager.
- Cutting must not be undertaken during exceptionally wet circumstances.
- Care must be taken that the stems of trees are not damaged by mechanical brush cutters or any other equipment.
- The areas to be cut on the site will be regarded as all the grass within the boundary fence.
- The site must always be kept free of declared weeds and invader plants and removal thereof must take place simultaneously with every cut on a site.

2. STAFF, VEHICLES AND MACHINERY

Minimum compulsory staff and type of machinery required as per Park and Horticultural standards and practices.	Working Hours	Quantity
Project Manager	3 hours / day	1
Lawnmower Operators	8 hours / day	2
Workers with appropriate garden tools	8 hours / day	5
Minimum compulsory type of machinery required as per Park and Horticultural standards and practices.	Working Hours	Quantity

Handheld Blower	When required	1
750mm Rotary mowers	8 hours / day	2
Edge Cutter	8 hours	2

Minimum compulsory vehicles required	Working hours	Quantity
LDV / Lorry / Vehicle with trailer (As per AA tariff)	Full Time	1
Minimum compulsory uniform required		
Identifying Company Uniform with logos	As per worker	
Safety Shoes	As per worker	
Working Gloves	As per worker	
Safety Glasses	As per mower	
Employee Compensation		
Minimum Wage	According to Law	
Unemployment Insurance Fund	According to Law	
Workman's Compensation	According to Law	

NB: If preferred, the Contractor is allowed to make use of a combination of 750mm and 300mm rotary mowers as specified.
This combination must however meet the minimum amount of machinery required to cut the site and must be calculated according to the cutting standards for the specific type of mower indicated.

The contractor must comply with the above; otherwise the tender will not be accepted.

3. **MINIMUM REQUIRED INDUSTRY CUTTING STANDARDS FOR ROTARY MOWERS**

750mm Rotary Mower – 1100 m² / hour
300mm Rotary Mower – 450m² / hour

4. **COMPLIANCE TO LAWS AND REGULATIONS:**

All applicable laws and regulations must be adhered to, by the contractor.