



NKANGALA DISTRICT MUNICIPALITY

**A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND
DELIVERY OF DIESEL AND PETROL WITHIN THE NKANGALA
DISTRICT MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD
OF 36 MONTHS (RE-ADVERT)**

PROJECT NO: 528

TENDER DOCUMENT

ISSUED BY: NKANGALA DISTRICT MUNICIPALITY
2A Walter Sisulu Street
Middelburg
1050

NAME OF TENDERER:

CSD NUMBER

BID AMOUNT OFFERED (EX VAT)

NKANGALA DISTRICT MUNICIPALITY



A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF DIESEL AND PETROL WITHIN THE NKANGALA DISTRICT MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS (RE-ADVERT)

PROJECT NO: 528

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NKANGALA DISTRICT MUNICIPALITY



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PROJECT NO: 528

TENDERING PROCEDURES

THE TENDER

Part T1: Tendering Procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender Data

NKANGALA DISTRICT MUNICIPALITY



A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF DIESEL AND PETROL WITHIN THE NKANGALA DISTRICT MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS (RE-ADVERT)

PROJECT NO: 528

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Nkangala District Municipality Invites Tenders for a panel of service providers for the supply and delivery of diesel and petrol within the Nkangala district municipality as and when required for the period of 36 months. Documents are obtainable from E-tender and no longer sold in the municipality and no Compulsory Tender Briefings are held any more due to the COVID Pandemic.

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender documents. The tenders and relevant documents must be sealed in an envelope and externally endorsed with the description: a panel of service providers for the supply and delivery of diesel and petrol within the Nkangala district municipality as and when required for the period of 36 months and be deposited in the Tender Box, Ground Floor, Nkangala District Municipality, 2A Walter Sisulu Street, Middelburg, Mpumalanga not later than **12H00 on 17TH MAY 2021**. The tenders will not be opened in public due to Covid. **The Tenders shall remain valid for a period of 90 days from the closing date.** Telegraphic, telephonic, fax, telex e-mail or late tenders will not be accepted.

Tenders will be evaluated in terms of the Supply Chain Management policy of the Nkangala District Municipality. The lowest or any tender will not necessarily be accepted and suitably the Nkangala District Municipality reserves the right not to consider any tender **not suitably endorsed or comprehensively completed**, as well as the right to accept the tender in whole or part.

Queries relating to ANY issues that may arise on this document may be directed to the Supply Chain Unit from the Nkangala District Municipality at 013-249-2103/04 / 05 / 06/07/10/58/2096

MM SKOSANA
MUNICIPAL MANAGER

TENDER DATA

1.	The Employer is: Nkangala District Municipality P.O Box 437 Middelburg 1050					
2.	Tender Documents					
	<div><div>Tendering Procedures Tender notice and invitation to tender Tender data</div><div>Returnable Documents List of Returnable Documents</div><div>The Contract Agreements and Contract data Forms of Offer and Acceptance Contract Data</div><div>Pricing Data Pricing Instruction Bill of Quantities</div><div>Terms of Reference Terms of Reference</div><div>Additional Relevant Documents Supply Chain Management Policy</div></div>					
3.	Interpretation The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.					
4	Communication. The Employer's Representative is; <table><tr><td><u>Accounting Officer;</u> MM Skosana P. O. Box 437 Middelburg 1050. Tel : 013 249 2000 / 2006</td><td><u>Procurement Eng.</u> Supply Chain Unit P.O. Box 437 Middelburg 1050 013 249 2103 / 5 / 6 / 7</td><td><u>Technical Enquiries.</u> M.M.Machete P.O. Box 437 Middelburg 1050 Tel : 013 945 9013/013 249 2018/16</td></tr></table>			<u>Accounting Officer;</u> MM Skosana P. O. Box 437 Middelburg 1050. Tel : 013 249 2000 / 2006	<u>Procurement Eng.</u> Supply Chain Unit P.O. Box 437 Middelburg 1050 013 249 2103 / 5 / 6 / 7	<u>Technical Enquiries.</u> M.M.Machete P.O. Box 437 Middelburg 1050 Tel : 013 945 9013/013 249 2018/16
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4.1	Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer will be regarded as amending the tender documents.					
5	The Employer's right to accept or reject any tender offer The employer has the right not to accept the lowest tender and to accept the whole or part of any					

	tender or not to consider any tender not suitably endorsed is fully reserved by the Nkangala District Municipality.
6	Tenderer Obligations
6.1	The Council retains the right to call for any additional information that it may deem necessary
6.21	Bidder Obligations
	Eligibility
	Only those bidders who satisfy the following criteria are eligible to submit tenders: <ul style="list-style-type: none"> All registered companies who provide similar service may submit tenders.
6.2	If tendering as a Joint Venture, Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks and rewards. Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner: <ol style="list-style-type: none"> Control Management Operations Risk Profit and Loss
6.3	If a Tenderer , or any person employed by him is found to have either directly or indirectly, promised or given to any person in the employment of Council, any commission, gratuity, gift or other consideration, The Council shall have the right to summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss and/ or additional costs or expenses, to disqualify the Tender or cancel the Contract without paying any compensation to the aforesaid Tender or Contract.
6.4	At the request of the Municipal Manager or his authorised representative from furnishing him with additional information, or with a sample or specimen for testing purposes or otherwise, or from giving a demonstration so as to enable the recommendation to the Council's responsible Committee on the award of the contract be formulated,
7	Compensation of tendering
	The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the cost of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
8	Check documents
	The Tenderer should check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
9.1	Confidentiality and Copyright of Documents.
	Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response

	to the invitation
10	Submitting tender offer:
10.1	No Tender document will be considered unless submitted on Council's Official Tender Document
10.2	Return all the returnable documents to the employer after completing them.
10.3	Tenders must be deposited in the tender box clearly marked: Project no: 528 Supply and delivery of service provider for diesel and petrol within the Nkangala District Municipality as and when required for the period of 36 months. Location of tender Box: Main Entrance Ground floor Nkangala DM Building Physical Address: Nkangala District Municipality, 2A Walter Sisulu Street, Middleburg 1050. Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered
10.4	All tender received by the Nkangala District Municipality will remain in the Municipality's possession until after the stipulated closing date and time.
10.5	Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered
11.	Closing Time:
11.1	The time and location for opening of the Tender offers are: Closing Time: 12:00 Closing Date: 17th May 2021 Location: Nkangala District Municipality 2A Walter Sisulu Street Middelburg 1050 Tenders will not be opened in public at the same time.
11.2	After the opening of the tender proposals, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the NDM.
12.	Pricing the tender State the rates and prices in Rand
13.	Alterations to the Tender Documents. No alterations may be made to the tender document issued by the employer. Proposals and any other supporting documents must be attached to the back of this tender document
14.	Alternative tender offer. No alternative tender offers will be considered or accepted
15.	Tender Offer Validity

	The Tender offer validity period is 90 days from the closing date.								
16.	<p>Tender clarification after submission</p> <p>A tender may be regarded as non-responsive if the tenderer fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.</p>								
17	<p>Tender evaluation points</p> <p>17.1 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.</p> <p>17.2 Preference points for this bid shall be awarded for:</p> <p style="margin-left: 40px;">(a) Price; and</p> <p style="margin-left: 40px;">(b) B-BBEE Status Level of Contribution.</p> <p>17.3 The maximum points for this bid are allocated as follows:</p> <table border="1" style="margin-left: 40px;"> <tr> <th></th><th>POINTS</th></tr> <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> </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								
18.	<p>Evaluation of Tenders</p> <p>The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the NDM.</p> <p>18.1 The following steps will be followed in evaluation;</p> <ol style="list-style-type: none"> 1. Determination of whether or not tender offers are complete. 2. Determination of whether or not tender offers are responsive. 3. Determination of the reasonableness of tender offers. 4. Confirmation of the eligibility of preferential points claimed by tenderers. 5. Awarding of points for financial offer. 6. Ranking of tenderers according to the total points 7. Performance of risk analysis by checking the credit record of the tenderers <p>18.2 Evaluation Criteria</p> <p>The procedure for the evaluation of responsive Bids will be on the average of the previous three projects where the firm was involved</p> <p>Tenders are adjudicated in terms of NDM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.</p> <p>18.2.1 The Firm's Tender responsiveness in relation to points is therefore summarized as follows:</p> <table style="margin-left: 40px;"> <tr> <td>• Plant (Delivery Vehicles)</td><td style="text-align: right;">30</td></tr> <tr> <td>• Company Experience</td><td style="text-align: right;">40</td></tr> <tr> <td style="text-align: right;">Sub-Total</td><td style="text-align: right;">70</td></tr> </table>	• Plant (Delivery Vehicles)	30	• Company Experience	40	Sub-Total	70		
• Plant (Delivery Vehicles)	30								
• Company Experience	40								
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A firm must obtain a minimum of 50 points out of the 70 points for functionality purposes to be considered for price and BBB EE evaluation.

FIRM'S PLANT / INFRASTRUCTURE:

It must be noted that a total of 30 points are obtainable by the Bidder in relation to the requirements on the table below, failure to submit evident supporting documents is not an eliminating factor BUT, a zero point will be scored. Letter of intent or quotation from the Lessor (in case of a lease) must be attached.

Evaluation Criteria	Description	Elimination Factor	Points obtainable (own)	Points Obtainable (lease)	Points Claimed
Firm's vehicles – note: proof of ownership of vehicles or lease of the vehicle must be attached and failure to do so will result in forfeiting the plant points (Note 1)	Firm's no. of LDV's x1	No	30	15	
Sub-Total			30	15	
Firm Experience in similar or comparable projects		Elimination Factor		Maximum Points Obtainable	Points Claimed
Company Experience on provision of supply and delivery of similar services (Note 2)	0-2	No		5	
	3-4	No		25	
	5 and above	No		40	
Sub-Total				40	
Total				70	

- **Note 1:** Plant (Delivery Vehicles) – Registration documents of the delivery vehicles (owned or leased). Delivery vehicles must comply with SANS 1518 of 2011.
- **Note 2:** Company's previously completed projects – Provide proof of the company's previous similar completed projects which is in the form of appointment letters with contact details and / or Purchase orders. If not provided, zero points will be allocated.

18.3.1 **Technical adjudication and General Criteria**

- Tenders will be adjudicated in terms of inter alia:

	<ul style="list-style-type: none"> ▪ Compliance with Tender conditions ▪ Technical specifications <p>If the Tenderer does not comply with the Tender Conditions, the Tenderer may be rejected. If technical specifications are not met, the Tender may also be rejected.</p> <p>With regard to the above, certain actions or errors are unacceptable and warrants REJECTION OF THE TENDER, for example</p> <ul style="list-style-type: none"> ▪ bidders to be in good standing relating to the tax matters by submitting TCS pin to be attached to the Tender document. ▪ Pages to be completed, removed from the Tender document, and have therefore not been submitted. ▪ If tender document is not fully completed as required and as stipulated in the tender data. ▪ If any tender document is tempered with or it is unbundled or unbundled. ▪ Failure to complete the schedule of quantities as required – only lump sums provided. ▪ Scratching out without initialling next to the amended rates or information. ▪ Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil. ▪ Failure to attend compulsory site inspections ▪ The Tender has not been properly signed by a party having the authority to do so, according to the Form D – “Authority for Signatory” ▪ A Resolution by a Board of Directors of the Company authorizing the Tenderer to sign the Tender document on behalf of the Company. No authority for signatory submitted. ▪ Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications. ▪ The Tenderer’s attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract. ▪ The Tender has been submitted after the relevant closing date and time ▪ Failure to complete and sign Form C1.1 Form of Offer and Acceptance ▪ If any municipal rates and taxes or municipal service charges owed by that Tenderder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months. ▪ If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderder that performance was unsatisfactory.
18.3.2	<p>Size of enterprise and current workload</p> <ul style="list-style-type: none"> ▪ Evaluation of the Tenderer’s position in terms of: ▪ Previous and expected current annual turnover ▪ Current contractual obligations ▪ Capacity to execute the contract
18.3.3	<p>Proposed Key Personnel</p> <p>Not applicable</p>
18.3.4	<p>Previous experience</p> <p>The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the company experience in similar projects:</p> <p>Evaluation of the Tenderer’s position in terms of his/her previous experience. Emphasis will</p>

	<p>be placed on the following:</p> <ul style="list-style-type: none"> ▪ Experience of contracts of similar size ▪ Service Provider to attach order or appointment letter from previous experience.
18.3.5	<p>Financial ability to execute the contract:</p> <p>Evaluation of the Tenderer's financial ability to execute the contract will not be considered.</p>
18.3.6	<p>Good standing with SA Revenue Services</p> <ul style="list-style-type: none"> ▪ Determine whether a valid tax compliant status has been submitted. ▪ The Tenderer must affix a valid Tax Compliant status (TCS) pin
18.3.7	<p>If the Tender does not meet the requirements contained in the NDM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation</p>
18.3.8	<p>Penalties</p> <p>The Nkangala District Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"> ▪ Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer. ▪ Impose a financial penalty at the discretion of Council ▪ Restrict the contractor, its shareholders and directors on obtaining any business from the Nkangala District Municipality for a period of 5 years
19	<p>The additional conditions of Tender are:</p> <p>1 Nkangala District Municipality may also request that the Tenderer 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 Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.</p>
20	<p>Appointment</p> <p>The appointment shall be capped to a maximum of three highest shortlisted service providers.</p>

NKANGALA DISTRICT MUNICIPALITY



A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF DIESEL AND PETROL WITHIN THE NKANGALA DISTRICT MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

PROJECT NO: 528/20

RETURNABLE DOCUMENTS

Returnable Documents

List of returnable documents

NKANGALA DISTRICT MUNICIPALITY



T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 8.4 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

COMPULSORY BID DOCUMENTS	
FORM A	INVITATION TO BID
FORM B	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM C	DECLARATION OF INTEREST
FORM D	AUTHORITY OF SIGNATORY
FORM E	DECLARATION OF GOOD STANDING REGARDING TAX
FORM F	FINANCIAL REFERENCES
FORM G	MUNICIPAL UTILITY ACCOUNT
FORM H	CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM I	PREFERENCE SCHEDULE
FORM J	DECLARATION TENDERER'S LITIGATION HISTORY
RETURNABLES FOR EVALUATION PURPOSES	
FORM K	SCHEDULE OF PREVIOUS EXPERIENCE
FORM L	SCHEDULE OF CURRENT PROJECTS
FORM M	RECORD OF ADDENDA TO TENDER DOCUMENTS

COMPULSORY BID DOCUMENTS

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
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					
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			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>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.</p>										
2. TAX COMPLIANCE REQUIREMENTS										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>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.</p>	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
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**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:

<u>ATTACH THE FOLLOWING DOCUMENTS HERETO</u>

1. **For Closed Corporations**

- CK1 or CK2 as applicable (Founding Statement)
- Copies of the ID's of the Directors

2. **For Companies**

- A copy of the Certificate of Incorporation
- Copies of the ID's of the Directors, 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**

- Copies of the ID's of the partners

5. **One person Business / Sole trader**

- Copy of ID

6. **Valid Tax Clearance Certificate issued by the South African revenue Service**

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

8. **B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE(original or certified 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 BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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) by clicking on its link at the bottom of the home page.	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 C: DECLARATION OF INTEREST (MBD4)

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, 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 director's trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars:

.....

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

3.14.1 If yes, furnish particulars:

.....

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

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 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 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.

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 an 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:

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

FORM E: 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 CLEARANCE CERTIFICATE 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 complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Clearance Certificate must be submitted together with the bid. Failure to submit the valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates 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.

FORM F: FINANCIAL REFERENCES

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

1. The tenderer shall attach to this form an original or a copy of 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: <i>(e.g. ABC Civil Construction cc)</i>											
ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc)</i>											
ACCOUNT NO:											
ADDRESS OF BANK:											
CONTACT PERSON:											
TEL. NO. OF BANK / CONTACT:											
How long has this account been in existence:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">0-6 months</td> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> <td rowspan="4" style="width: 30%; vertical-align: top;">(Tick which is appropriate)</td> </tr> <tr> <td>7-12 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>13-24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>More than 24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	0-6 months	<input type="checkbox"/>	(Tick which is appropriate)	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>	
0-6 months	<input type="checkbox"/>	(Tick which is appropriate)									
7-12 months	<input type="checkbox"/>										
13-24 months	<input type="checkbox"/>										
More than 24 months	<input type="checkbox"/>										

Name of Tenderer:

Date:

Signature:

Full name of signatory:

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

FORM G: 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 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
- Attach a copy of lease agreement along with Municipal Utility account of the landlord whereby the Company is leasing the property for its operation from.

FORM H: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM I: 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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- | | | |
|----|---|-----------------------|
| 1) | certificate issued by an authorized body or person; | B-BBEE Status level |
| 2) | prescribed by the B-BBEE Codes of Good Practice; | A sworn affidavit as |
| 3) | prescribed in terms of the B-BBEE Act; | Any other requirement |
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company

☐ (Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) Forward the matter for criminal prosecution.

WITNESSES:

1.
2.

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

DATE:

ADDRESS:

**ATTACH AN ORIGINAL OR COPY OF B-BBEE 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. Certified copies of the B-BBEE certificate or copy of sworn affidavit signed by commissioner of oath of 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 J: 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

RETURNABLES FOR EVALUATION PURPOSES

FORM K: SCHEDULE OF PREVIOUS EXPERIENCE

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **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 L: SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects

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

FORM M: RECORD OF ADDENDA TO TENDER DOCUMENTS

Was there an addendum issued?

YES

NO

If yes, fill or attached the communication that you received.

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title of Details

An addendum is any communication issued by Nkangala District Municipality after the briefing session



NKANGALA DISTRICT MUNICIPALITY



A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF DIESEL AND PETROL WITHIN THE NKANGALA DISTRICT MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

PROJECT NO: 528

THE CONTRACT

THE CONTRACT

Part C1: Agreements and Contract Data

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

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bill of quantities

Part C3: Scope of Work

- C3 Scope of Work

Part C4 : Additional Relevant Documents

- C4.1 Supply Chain Management Policy



NKANGALA DISTRICT MUNICIPALITY



A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF DIESEL AND PETROL WITHIN THE NKANGALA DISTRICT MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

PROJECT NO: 528

AGREEMENTS AND CONTRACT DATA

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data



FORM C.1.1

FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **Project No: 528-A Panel Of Service Providers For The Supply And Delivery Of Diesel And Petrol Within The Nkangala District Municipality As And When Required For The Period Of 36 Months**

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 authorised, 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 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



ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site information
- Part 5 Additional Documentation

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____

(Name and address of organisation)

Name & Signature

Of Witness

Name

Date



SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1	Subject _____ Details _____
2	Subject _____ Details _____
3	Subject _____ Details _____
4	Subject _____ Details _____
5	Subject _____ Details _____
6	Subject _____ Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.



FOR THE TENDERER:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

FOR THE EMPLOYER

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

CONTRACT DATA

DATA PROVIDED BY THE EMPLOYER

	Data
1	<p>The Name of the Employer is Nkangala District Municipality</p> <p>The address of the Employer is: 2A Walter Sisulu Street MIDDELBURG 1050</p> <p>P O Box 437 Middelburg 1050</p> <p>Telephone: 013 249 2000 Facsimile: 013 249 2145</p>
2	The Project is for -A panel of service providers for the supply and delivery of diesel and petrol within the Nkangala district municipality as and when required for the period of 36 months Project NO: 528
3	The Period of Performance is as per letter of appointment
4	The Service Provider may not release public or media statements or publish material related to the Services or Project without the written approval of the Employer.
5	The Service provision shall be completed as per letter of appointment
6	The Service Providers shall have PROJECT NO: 528-A panel of service providers for the supply and delivery of diesel and petrol within the Nkangala district municipality as and when required for the period of 36 months
7	The client shall not be responsible for any overtime worked or overtime payments made to the personnel of the Service Provider.
8	Copyright of document prepared for the project shall be vested with the Nkangala District Municipality
9	Settlement of dispute is to be in terms of Supply Chain Management Policy of the Nkangala District Municipality, not excluding the provisions provided for in terms of rules / laws governing dispute resolution and employing services of the courts to remedy any dispute that may arise.
10	A Service Provider may not subcontract any work not approved by the employer the Nkangala District Municipality
11	A service provider will enter into a service level agreement with NDM which clearly stipulates the means of verification for any fuel supplied.
12	In case where the service provider is not a registered distributor he or she will provide NDM with an assurance letter than the fuel is procured from an accredited dealer.
13	<p>The bidder shall provide fuel product that complies with the following:</p> <ul style="list-style-type: none"> • Permitted and metal free unleaded petrol grades which conforms to the South African National Standards (SANS) 1598. • The automotive diesel fuel grades must conform to the SANS 342.

PART 1: DATA PROVIDED BY THE SERVICE PROVIDER

1.	<p>The Service Provider is</p> <p>Address:</p> <p>Telephone:</p> <p>Facsimile:</p>
2	<p>The authorised and designated representative of the Service Provider is:</p> <p>Name:</p> <p>The address for receipt of communications is:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>Address:</p>

C.2.1 PRICING INSTRUCTIONS

1. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
5. **All rates and amounts must be completed by hand in black Ink.**
6. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.
7. Although the tenderer is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the engineer is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.
8. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.
9. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of work covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
10. Service providers must therefore place a markup percentage per liter (which will include the profit and the transport costs) of fuel of which will become an evaluation criteria.
11. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
 - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
 - Quantity (Qty): The number of units of work/service provision for each item.
 - Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.
 - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
 - Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.

C 2.2. BILL OF QUANTITIES

A PANEL OF SUPPLY AND DELIVERY OF SERVICE PROVIDER FOR DIESEL AND PETROL WITHIN THE NKANGALA DISTRICT MUNICIPALITY AS AND WHEN REQUIRED FOR THE PERIOD OF 36 MONTHS PROJECT NO: 528

		Fuel prices are regulated by the Department of Energy and adjusted; Service providers must therefore place a markup percentage per liter (which will include profit and the transport costs) of fuel of which will become an evaluation criteria.					
		PRICE SCHEDULE					
No.	Item Description	Quantity	Wholesale Price (April 2021)	Markup percentage per liter Year 1	Markup percentage per liter Year 2	Markup percentage per liter Year 3	Total price
1.	93-OCTANE LEADED PETROL	Price per litre		%	%	%	
2.	95-OCTANE UNLEADED PETROL	Price per litre		%	%	%	
3.	DIESEL 50 PPM	Price per litre					
4.	LUBRICATING OILS: 4.1 TWO-STROKE	Price per litre		%	%	%	
	4.2 ENGINE OIL	Price per litre					
						SUB	
						VAT	
						TOTAL	
		TOTAL AMOUNT TO BE FORWARDED TO FORM C 1.1 (FORM OF OFFER)					
		PLEASE NOTE:					
		1. The total price per litre plus the mark-up percentage shall be used for evaluation purposes (for all the years as mentioned in the Bill of Quantities).					
		2. The mark - up shall be calculated on the wholesale price of April 2021.					
		3. The delivery should be made at Thembisile Hani Fire Station & Dr JS Moroka fire station					

NKANGALA DISTRICT MUNICIPALITY



A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF DIESEL AND PETROL WITHIN THE NKANGALA DISTRICT MUNICIPALITY AS AND WHEN REQUIRED FOR THE PERIOD OF 36 MONTHS re-advert

PROJECT NO: 528

SCOPE OF WORK

Part C3: Scope of Work

C3 Scope of Work

Item	DESCRIPTION	QUANTITY
1	93-OCTANE LEADED PETROL	As and when required
2	95-OCTANE UNLEADED PETROL	As and when required
3	DIESEL 50 PPM	As and when required
4	LUBRICATING OILS 4.1 TWO-STROKE 4.2 ENGINE OIL	As and when required

The delivery WILL be done at Thembisile Hani & Dr JS Moroka fire station & Dr JS Moroka
