



MKHONDO
LOCAL MUNICIPALITY

TENDER DOCUMENT FOR:

**APPOINTMENT OF ACCREDITED TRAINING SERVICE PROVIDERS
FOR FURTHER EDUCATION & TRAINING CERTIFICATE: WELDING
APPLICATION & PRACTICE NQF LEVEL 4 (SAQAID: 57887)
PROJECT NO.: MKHO46/2017/18**

Tender Closing Date:
Tuesday, 06 February 2018 at 12h00

NAME OF TENDERER :

TENDER PRICE (INCL. VAT) :

AMOUNT IN WORDS :

CSD REGISTRATION No. :

EMPLOYER:

Mkhondo Local Municipality
P O Box 23
Mkhondo
2380

Municipal Manager
Mr. M.Kunene
Tel No.: +27 (87) 630 0180
E-mail: MKunene@mkhondo.gov.za

QUERIES:

Supply Chain Management
Mr.M.C Gumede
Tel No.: +27 (87) 630 0180
E-mail: MGumede@mkhondo.gov.za

Skills Development Unit
Ms.B.C Thwala
Tel No.: +27 (87) 630 0180
E-mail: BThwala@mkhondo.gov.za

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INVITATION TO TENDER



MKHONDO

LOCAL MUNICIPALITY

Tender No	Description	Compulsory Briefing Meeting	Tender Closing Date
MKHO 46/2017/18	APPOINTMENT OF ACCREDITED TRAINING SERVICE PROVIDER FOR FURTHER EDUCATION & TRAINING CERTIFICATE: WELDING APPLICATION & PRACTICE NQF LEVEL 4 (SAQAID: 57887)	29/01/2018; 11h00 at Town Hall	06/02/2018 12H00

The Municipality hereby invites reputable service providers to submit Tenders for the above mentioned project. The service providers must comply with the VAT Act. Tender documents can be obtainable from the Municipal website, www.mkhondo.gov.za from the 23/01/2018. Sealed envelopes must be addressed to: The Municipal Manager, Mkhondo Municipality, P.O Box 23, Mkhondo, 2380, Marked with the description above and the correct reference number should be deposited in the 'TENDER BOX' situated at Mkhondo Local Municipality Offices, Corner Mark and De Wet, Mkhondo, **no later than the 06th of February 2018 time 12H00pm. No late, telephonic, facsimile or e-mailed tenders will be accepted.** The Municipality reserves the right to award or not to award the highest bidder. According to the Municipality Supply Chain Regulations issued by the Minister of Finance in terms of Section 168 of the Municipal Finance Management Act, Act 56 of 2003, persons who are within the organs of the state, like Councillors, and other elected representatives, full time employees and other directors of the public and municipal entities are prohibited from being eligible to bid or be awarded a contract to provide any services to the municipality. These tenders will be adjudicated using method (4) as stated in the tender document: Financial offer, quality and preferences. Tenderers that need to score a minimum of 50 points from functionality to be considered for further evaluation.

The following compulsory documents must be accompanied with the tender, and failure to provide such documentations shall constitute automatic disqualification: Company profile • Valid Proof of SETA accreditation • Original Tax Clearance Certificate with SARS compliance tax pin number • Certified copy of CK Certificate • Current Municipal Account/Valid Lease agreement (not owing more than 90 days) • Certified shareholders ID Copies. **Comprehensive Latest CSD report. Bidders also need to attach** certified accredited and valid copy of B-BBEE Status Level of contribution Certificate to be eligible to claim Preferential Preference points. Preferential point system will apply for this project and points will be allocated to a bidder in accordance with the PPPF Act (No. 5 of 2000), PPR 2017, and as defined in the conditions and requirements of this project. In terms of the supply chain management policy of the municipality this bid shall be adjudicated on an 80/20 point system. **Mkhondo Local Municipality reserves the right not to award the lowest priced bid and the right to award more than one service provider. All enquiries must be addressed to:** MC Gumede, Supply Chain Management, Ms.B.C Thwala at tel: 087 630 0180.

M.Kunene
Municipal Manager

TENDER DATA

	<p>The tender documents issued by the employer comprise:</p> <p>PART T1 : TENDERING PROCEDURES</p> <p>T1.1: Tender Notice and Invitation to Tender</p> <p>T1.2: Tender Data</p> <p>PART T2 : RETURNABLE DOCUMENTS</p> <p>T2.1: List of Returnable Documents</p> <p>T2.2: Returnable Schedules</p> <p>PART C1: AGREEMENTS AND CONTRACT DATA</p> <p>C1.1: Form of Offer and Acceptance</p> <p>PART C2 : PRICING DATA</p> <p>C2.1: Pricing Instructions</p> <p>C2.2: Price Proposal</p> <p>PART C3 : SCOPE OF WORKS</p> <p>C3 Scope of Work</p> <p>C3.5 Annexes</p>
	<p>PART C</p> <p>APPENDICES</p>
	<p>The Employer's agent is:</p> <p>The Municipal Manager</p> <p>M.Kunene</p> <p>Mkhondo Local Municipality</p> <p>P O Box 23, Mkhondo, 2380</p>
	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders :</p> <p>a) Dealer Accreditation.</p> <p>b) Previous experience on contracts of a similar value and nature.</p> <p>c) Financial standing and capability</p>
	<p>Compulsory Briefing will be held on the 29th of January 2018 at 11h00 at Mkhondo Town Hall</p>
	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: MKHONDO LOCAL MUNICIPALITY OFFICES</p> <p>Physical address: 33 MARKET STREET, MKHONDO</p>
	<p>Postal address: MKHONDI LOCAL MUNICIPALITY PO BOX 23, MKHONDO, 2380</p>
	<p>A two-envelope procedure will not be followed.</p>
	<p>The closing time for submission of tender offers is 12H00 hours on Tuesday, 06th of February 2018</p>
	<p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
	<p>The tender offer validity period is 90 days.</p>

	The tender shall, 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																		
	<p>The tenderer is required to submit the following certificates with his tender:</p> <ol style="list-style-type: none"> 1) A CSD Registration proof 2) An original valid Tax Clearance Certificate issued by the South African Revenue Services. 3) A certificate certifying that the enterprise has no undisputed commitments to a municipality or other service provider in respect of which payment is overdue by more than 30 days (if greater than R10 million incl. VAT); 4) Particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period (if >R10 000 incl. VAT); and 																		
	<ol style="list-style-type: none"> 5) A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion or payment from the municipality or municipal entity is expected to be transferred out of the Republic (if greater than R10 million incl. VAT). 																		
	The time and location for opening of the tender offers are in accordance with regulation 23 of the MFMA																		
	<p>The procedure for the evaluation of responsive tenders is Method 4, where</p> <ol style="list-style-type: none"> 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. 																		
	<p>Functionality / Quality Scorecard: Offers that score less than 50% will be disqualified for further evaluation.</p> <table border="1"> <thead> <tr> <th>Item No.</th><th>Evaluation Criteria</th><th>Max Score</th><th>Score Awarded</th><th>Remarks</th></tr> </thead> <tbody> <tr> <td>1</td><td> Company Profile and methodology: <ol style="list-style-type: none"> a) Provide company profile showing names of Directors, management team. b) Method statement, approach and programme to facilitate and undertake programme </td><td> 20 5 15 </td><td></td><td></td></tr> <tr> <td>2</td><td> Company Experience : <ul style="list-style-type: none"> • Proof of relevant experience for providing relevant (welding) Training programme (proof of appointment letters); 1-3 10 </td><td> 40 40 </td><td></td><td></td></tr> </tbody> </table>				Item No.	Evaluation Criteria	Max Score	Score Awarded	Remarks	1	Company Profile and methodology: <ol style="list-style-type: none"> a) Provide company profile showing names of Directors, management team. b) Method statement, approach and programme to facilitate and undertake programme 	20 5 15			2	Company Experience : <ul style="list-style-type: none"> • Proof of relevant experience for providing relevant (welding) Training programme (proof of appointment letters); 1-3 10 	40 40		
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2	Company Experience : <ul style="list-style-type: none"> • Proof of relevant experience for providing relevant (welding) Training programme (proof of appointment letters); 1-3 10 	40 40																	

		points; 4-5 20 points; 6 or more 30 points			
	3	Key Personnel: <ul style="list-style-type: none"> CVs and Qualification of Facilitators and moderators; 1-3 10 points; 3-5 20 points; 6 or more 40 points 	40 40		
		TOTAL SCORE	100		
	<p>1) the BBBEE balanced scorecard - refer Appendix B.</p> <p>Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims as stipulated in the Preferential Procurement Policy Framework Act, Act No.5 of 2000 and Preferential Procurement Regulation 2017</p>				
	<p>Preference points will be allocated as follows:</p> <p style="text-align: right;"><u>W1 = 80</u></p> <p><u>BBBEE Score:</u> 20 (max)</p> <p>Tender offers will only be accepted on condition that :</p> <p>a) the tenderer has in <u>his or her possession</u> an original Tax Clearance Certificate issued by the South African Revenue Services;</p>				
	<p>b) the tenderer is registered with the Construction Industry Development Board in an appropriate Supplier grading designation;</p> <p>c) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</p>				
	<p>d) the tenderer has not:</p> <p>i) abused the Employer's Supply Chain Management System; or</p> <p>ii) failed to perform on any previous contract and has been given a written notice to this effect; and</p> <p>e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially comprise the tender process.</p>				
	The number of paper copies of the signed contract to be provided by the Employer is ONE (1).				
	The council reserves the right not to award the lowest quoted bid and to award more than service provider.				

PART T2 RETURNABLE DOCUMENTS / PRE-QUALIFICATION CRITERIA

T2.1 List of Returnable Documents

Tender offers will only be accepted on condition that the following documents are submitted with the offer. The documents must be attached in the space provided / or in separate submission with Table of Contents.

NB

All attachments should be attached in the space provided; failure to comply **WILL** lead to disqualification.

1. Certified copy of Company Registration Certificate
2. Original and valid Tax Clearance Certificate (with SARS Pin)
3. Authority of Signatory (**and proof thereof in company letterhead**)
4. Current Municipal account statement (Services or Levy Payment not in arrears for more than 90 days) / Lease Agreement (Signed and valid)
5. Declaration by Bidder MBD4
6. Declaration by Bidder MBD 6.1
7. Declaration by Bidder MBD8
8. Compulsory Enterprise Questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).
9. Company Shareholders Certified ID copies
10. CSD Registration proof (attach latest comprehensive report)
11. Company Profile (Attach)
12. Certified ID copies of Company Directors
13. Proof of SETA Accreditation (Valid proof)

ENTITY REGISTRATION CERTIFICATE
--

The Tenderer must attach to this page a certified copy of their company registration certificate. In the case of a joint venture between two or more firms, the tenderer shall attach certified copy Certificate for each of the joint venture partners.

SHAREHOLDER’S CERTIFIED ID COPIES

The Tenderer must attach to this page certified ID copies of all shareholders.

ORIGINAL VALID TAX CLEARANCE CERTIFICATE

The Tenderer must attach to this page an original Tax Clearance Certificate from the South African Revenue Services in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach an original copy of the Tax Clearance Certificate for each of the joint venture partners.

AUTHORITY OF SIGNATORY

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

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

As witnesses :

1. Chairman :
 Date :
2.

Tenderers must attach a copy of the Resolution of the Board - refer Schedule 2B.

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as
hereby authorize Mr/Ms,
 acting in the capacity ofto sign all documents in connection
 with the tender for Contractand any contract resulting from it
 on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE : This certificate is to be completed and signed by all of the key partners upon whom rests the
 direction of the affairs of the Partnership as a whole

C. Certificate for Joint Venture

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

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

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

D. Certificate for Sole Proprietor

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

As witnesses:

1. Signature : Sole owner :
2. Date :

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
..... hereby authorize Mr/Ms
acting in the capacity of, to sign all documents in connection with the tender for
Contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

PROOF OF AUTHORITY OF SIGNATORY

The Tenderer must attach to this page an original letter of proof of Authority of Signatory in the company letterhead with specimen signatures.

MUNICIPAL LEVY PAYMENT

The tenderer must attach to this page current statement of Municipal rates and taxes in the company's name or signed and valid lease agreement.

DECLARATION OF BIDDERS - MBD4

1. No bid will be accepted from persons in the service of the state. *
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 favoritism, 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 authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

Full Name:

Identity Number:

Company Registration Number:

VAT Registration Number:

Are you presently in the service of the state? Yes / No

If so furnish particulars:

.....

Have you been in the service of the state in the last twelve months? Yes / No

If so furnish particulars

.....

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

- (a) a member of
 - (1) any municipal council;
 - (2) any provincial legislature; or
 - (3) 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
- (e) constitutional institution within the meaning of the Public Finance Management Act, 1999 (act no 1 of 1999);
- (f) a member of the accounting authority of any national or provincial

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

If so, furnish particulars.....

.....

Are *you*, aware of any relationship (family, friendly, other) between a bidder and persons in the service of the state who may be involved with the evaluation and adjudication of this bid.

Yes / No

If so, furnish particulars.....

.....

Are any of the company's directors, managers, principle Shareholders or stakeholders in the service of the State? Yes / No

If so, furnish particulars.....

.....

Is any spouse, child, or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state? Yes / No

If so, furnish particulars.....

.....

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

.....

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

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

.....

SIGNATURE

.....

DATE

.....

POSITION

INITIAL.....

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 Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals stipulate that preference points for equity ownership must be included in all bids

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDIs), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

GENERAL CONDITIONS

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 and
the 90/10 system for requirements with a Rand value above R50 000 000.

The value of this bid is estimated to exceed/not exceed R50 000 000 and therefore
the.....system shall be applicable.

Preference points for this bid shall be awarded for:

Price; and Preference points as stipulated in the Supply Chain Management Policy of the Municipality

1.3.1 The points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 PREFERENCE POINTS	20

Historically Disadvantaged Individuals:

Total points for Price and Preference must not exceed 100

Separate Preference Points Claim Forms will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3.1.2

1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points 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. GENERAL DEFINITIONS

“Acceptable bid” means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.

“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, works or services.

2.3 **“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.

2.4 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

2.5 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state.

2.6 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations 2001.

In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.

2.7 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

2.8 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

2.9 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.

2.10 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution”); and/or who is a female; and/or who has a disability: provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;

2.11 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

2.12 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

2.13 **“Person”** includes reference to a juristic person.

2.14 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

2.15 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

2.16 **“Sub-contracting”** means the primary contractor’s assigning or leasing or 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.

2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

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

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals

classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.

3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ADJUDICATION USING A POINT SYSTEM

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

4.2 Preference points shall be calculated after prices have been brought to a comparative basis.

4.3 Points scored will be rounded off to 2 decimal places.

4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

POINTS AWARDED FOR PRICE

5.1 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 = Rand value of bid under consideration

P_{\min} = Rand value of lowest acceptable bid

Points awarded for historically disadvantaged individuals

6.1 In terms of Regulation 13 (2) preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.

Documentation to substantiate the validity of the credentials of the trustees contemplated above must be
INITIAL.....

submitted.

Listed companies and tertiary institutions do not qualify for HDI preference points

A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.

A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

7. BID DECLARATION

7.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

8. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.8.

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 (80/20)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

90/10

Preference point system [(for acquisition of services, works or goods with a Rand value above R50 million) (all applicable taxes included)]

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

Where

P_s = Points scored for comparative price of bid or offer under consideration

P_t = Comparative price of bid or offer under consideration

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

Calculation of points for B-BBEE status level of contributor

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)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

Notwithstanding the preference points system to be followed in terms of this policy, the Municipality may, on recommendation of the **Municipal Manager**, acting in terms of Section 2 (1)f) of the Preferential Procurement Policy Framework Act 5 of 2000 read with Regulation 9 of the Regulations made in terms thereof, on grounds which are reasonable and justifiable in order to achieve and/or maximize the procurement priorities/objectives outlined in this policy document, award the BID to the bidder other than the bidder that scored highest points.

In terms of Regulation 13 (2) preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

.....
DECLARATION WITH REGARD TO EQUITY

- 9.1 Name of firm :
- 9.2 VAT registration number :
- 9.3 Company registration number :.....

9.4 TYPE OF FIRM

- ☐ Partnership
- ☐ One person business/sole trader
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier

INITIAL.....

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account No:

Stand No:

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

9.9 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

Name	Date/Position occupied Enterprise in	ID Number	Date Citizenship obtained RSA	* HDI Status			% of business / enterprise owned
				No franchise prior elections to	Women	Disabled	

*Indicate YES or NO

Consortium / Joint Venture

In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the HDI member

9.10 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is 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 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and

INITIAL.....

(b) 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;

Witnesses	
1.
2.

.....
Signature(s) of Bidder(s)
Date:
Address:
.....
.....

DECLARATION OF BIDDERS - MBD8

1. The 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 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;
 - d) Been listed in the Register of Tender Defaulters in terms of section 29 of the Prevention and Combatting 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:

	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of the restriction by the National Treasury after the <i>audi ateram partem</i> rule was applied)	<input type="checkbox"/>	<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 Combatting of Corrupt Activities Act (No. 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za . Click on the icon "Register for tender	<input type="checkbox"/>	<input type="checkbox"/>

	Defaulters” or submit your written request for a hard copy of the Register to facsimile number 012 326 5445)		
	Question	Yes	No
4.3	Was the bidder or any of his Directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption the past five years	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so furnish particulars		
4.4	Does the bidder or any of its Directors owe any municipality 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?	<input type="checkbox"/>	<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?	<input type="checkbox"/>	<input type="checkbox"/>
4.5.1	If so furnish particulars		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

.....

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

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF CONTRACT, ACTION
MAY BE TAKEN AGAINST ME SHOULD TYHIS DECLERATION PROBE TO BE
FALSE**

.....

SIGNATURE

.....

DATE

.....

POSITION

.....

NAME OF BIDDER

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CSD registration number:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

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

* Insert separate page if necessary

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

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

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

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

* Insert separate page if necessary

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

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

Signed

Date

Name

Position

Tenderer

EXPERIENCE OF SUPPLIER

Supplier to list all the work carried out before of the same nature

No	Project Description	Value of contract	Year Completed	Client Name	Contact Person & Contact numbers for reference
1					
2					
3					
4					
5					

THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

1. OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

PROJECT No. MKHO46/2017/18: APPOINTMENT OF ACCREDITED TRAINING SERVICE PROVIDER FOR FURTHER EDUCATION & TRAINING CERTIFICATE: WELDING APPLICATION & PRACTICE NQF LEVEL 4 (SAQAID: 57887)

The tenderer, identified in the offer signature block, 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 Supplier 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

.....
.....

..... (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 Supplier in terms of the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the
Tenderer
(Name of organization)

.....
(Address of organization)

Signature of witness.....

Name of witness..... Date

2. 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 Supplier 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 C1 : Agreements and contract data (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as 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.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the 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 Supplier), within five (5) working 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.¹

Signature(s)

Name(s)

Capacity

for the **Employer**
(Name and address of organization)

Name and signature of witness

Date:

3. SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the employer before 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, be 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

By the duly authorized 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 changes 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.

PART 1 : DATA PROVIDED BY THE EMPLOYER

Clause	Description
1.2.1	The Employer is the MKHONDO LOCAL MUNICIPALITY
1.2.2	<p>The Employer's address for receipt of communications and notices is :</p> <p>Telephone: 017-826 8100 Facsimile: 017-826 8102</p> <p>Address (Postal) : P O BOX 23 Address (Physical): 33 MARK STREET</p> <p>Mkhondo Mkhondo</p> <p>2380 2380</p>
1.2.3	The contract duration is 30 Days months
1.2.4	The special non-working days are public holidays, Sundays and the year-end break. These days will be excluded from time calculations.
1.2.5	The year-end break commences on 20 December 2018 and ends on 05 January 2019
1.2.6	<p>The supplier is required to obtain the specific approval of the Employer before executing any of the following functions or duties:</p> <p>a) The issuing of a variation order in terms of Clause 36.2.</p> <p>b) Approval of extension of time in terms of Clause 42.2.</p> <p>c) Approval of penalties in terms of Clause 43.1.</p>
1.2.7	The Supplier will be require to deliver the quoted goods as and when required by the employer.
1.2.8	The time to submit an acceptance letter if seven (7) days after the issuing of an appointment letter
1.2.9	The Supplier shall commence with the supply of goods when informed by the employer in writing.
1.2.10	The Supplier may not change the item price for the period or the contract.
1.2.11	The employer has the right to renew, extend or terminate the contract for good cause after following a fair procedure.
1.2.12	<p>Payment</p> <p>An employer must pay for goods / service supplied every after delivery confirmed to be in good condition by E.F.T into a bank account.</p>

CENTRAL SUPPLIER DATABASE (CSD) ATTACH PROOF

COMPANY PROFILE (ATTACH SEPARATELY)

PART C2 PRICING DATA

C2.1 Pricing Instructions

- C2.1.1.1 The quantities set out in the specification provided are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
- C2.1.1.2 The prices and rates to be inserted in the Bills of Quantities (in your proposal) are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.1.3 It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org or www.iso.org for information on standards).
- C2.1.1.4 A price or rate is to be entered against each item in the Schedule/Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- C2.1.1.5 The prices should be specified per service and each total price should be specified separately and the total offer price should indicate the sum of all the services.

C 2.2 BILL OF QUANTITY

Item / Unit Standard	Unit Description	Quantity	Unit Price	Total
57887	Skills programme Welding Application (All-inclusive Including Materials)	11		
	Travelling and Subsistence			
Sub-Total				
Vat				
Grand Total (Tender Price) Inclusive of Vat				

DETAILS OF PERSON THAT HAS COMPLETED THE SCHEDULE OF QUANTITIES :

 NAME

 RELATIONSHIP TO TENDERING COMPANY

 SIGNATURE

 CONTACT DETAILS

PART C3 SCOPE OF WORK**C3.1 Description of the Service**

Provide Training and facilitation to learners for a Further Education & Training Certificate in Welding Application & Practice NQF Level 4 SAQAID 57887

C3.2 Delivery point

The delivery point is situated at the Mkhondo Local Municipality

As far as practical, industry standard documents should be used. Hence, bid documents should be Standardized as far as practical, inter alia in respect of layout, General and Special Conditions of Contract, Bid Form and Appendix, Contract Agreement and Deed of Surety ship and standard information to be provided on forms.

The following inter alia to be included in the bid notice:

- The point system to be used
- The procurement will be in terms of the Council's Supply Chain Management policy, which is in line with the Preferential Procurement Framework Act and seeks to enhance Broad-based Black Economic Empowerment and Local Economic Development, to this end a point system will be utilized of which full details will be included in the bid document.
- The Council reserves the right not to award the lowest or any bid
- No faxed, posted or e-mailed bid will be considered

PROOF OF SETA ACCREDITATION (ATTACH VALID PROOF)

C3.5 Annexes

APPENDICES

APPENDIX A Standard Conditions of Tender

Standard Conditions of Tender

(AS PER GOVERNMENT GAZETTE NO. 29138 OF 18 AUGUST 2006)

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

F.1 General

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

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

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

- F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six (6) months unless only one tender was received and such tender was returned unopened to the tenderer.
- F.2 Tenderer's obligations**
- F.2.1 Eligibility**
- Submit a tender offer only if the tenderer satisfies with the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- F.2.2 Cost of tendering**
- Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
- F.2.3 Check documents**
- Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
- F.2.4 Confidentiality and copyright of documents**
- Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
- F.2.5 Reference documents**
- Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
- F.2.6 Acknowledge addenda**
- Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
- F.2.7 Clarification meeting**
- Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.
- F.2.8 Seek clarification**
- Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.
- F.2.9 Insurance**
- Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
- F.2.10 Pricing the tender offer**
- F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

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

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- F.2.16** **Tender offer validity**
- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.
- F.2.17** **Clarification of tender offer after submission**
- Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of tender offer is sought, offered, or permitted.
- Note:**
Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.
- F.2.18** **Provide other material**
- F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.
- F.2.19** **Inspections, tests and analysis**
- Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
- F.2.20** **Submit securities, bonds, policies, etc.**
- If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
- F.2.21** **Check final draft**
- Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
- F.2.22** **Return of other tender documents**
- If so instructed by the employer, return all retained tender documents within twenty eight (28) days after the expiry of the validity period stated in the tender data.
- F.2.23** **Certificates**
- Include in the tender submission or provide the employer with any certificates as stated in the tender data.
- F.3** **The employer's undertakings**
- F.3.1** **Respond to clarification**

Respond to a request for clarification received up to five working days before to the tender closing time stated in the tender data and notify all tenderers who drew procurement documents.

F.3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the tender data. If, as a result a tenderer applies for an extension to the closing time stated in the tender data, the employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the tender data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

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

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

General

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

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

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

F.3.10.1 Scoring financial offers

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

$$NFO = W_1 \times A$$

where:

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

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

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

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

where:

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

P = the comparative offer of tender offer under consideration.

F.3.10.2 Scoring quality (functionality)

Score quality in each of the categories in accordance with the tender data and calculate total score for quality.

F.3.11 Insurance provided by the employer

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

F.3.12 Acceptance of tender offer

F.3.12.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the tender data.

F.3.12.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.13 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

F.3.14 Prepare contract documents

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

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

F.3.15 Issue final contract

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

F.3.16 Complete adjudicator's contract

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

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.