



EMALAHLENI LOCAL MUNICIPALITY

TENDER NO: ELM 06/2023

PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR TECHNICAL SERVICES FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS).

EMPLOYER:

Emalahleni Local Municipality
P.O Box 3
Witbank
1035

Municipal Manager

Tel No.: +27 (13) 690 6911
Fax No.: +27 (13) 690 6207
E-mail: maisela@emalahleni.gov.za

QUERIES:

Directorate: Technical

Mr F Macassa (Electrical)
Tel no.: +27 (13) 690 6908
E-mail: macassaf@emalahleni.gov.za

Supply Chain Management

Tel No.: +27 (13) 690 6497
E-mail: zidelg@emalahleni.gov.za

*Tender Closing Date: 09 June 2023
Friday at 11:00*

Bidder's Details:

Company Name

<i>Physical Address</i>	
<i>Contact No.</i>	
<i>E-mail Address</i>	
<i>Contact Person</i>	
<i>Central Supplier Database No.</i>	
<i>Company Registration No.</i>	

EMALAHLENI LOCAL MUNICIPALITY

**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR ELECTRICAL SERVICES
EMPLOYEES FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS).**

TENDER NO: ELM 06/2023

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EMALAHLENI LOCAL MUNICIPALITY

PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR ELECTRICAL SERVICES FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS).

T1.1 : TENDER NOTICE AND INVITATION TO TENDER
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Tender Notice and Invitation to Tender

TENDER NO.: ELM 06/2023

PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR ELECTRICAL SERVICES EMPLOYEES FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS).

Emalahleni Local Municipality hereby invites service providers for the supply and delivery of PPE for ELECTRICAL SERVICES EMPLOYEES for a period of 36 months (on an as and when required basis).

No compulsory briefing for this tender. Bidders may send electronic mails for any enquiries related to this bid.

The closing time for receipt of tenders is **11:00 on Wednesday, 14 June 2023** Telegraphic, telephonic, telex, facsimile, e-mail, unmarked and **late tenders** will under no circumstances be considered and accepted. The tender box will be emptied just after closing time on the closing date. The register for all bids received may be requested thereafter and will furthermore be published on the municipal website.

Any technical enquiries relating to the tender document may be directed to Mr. F Macassa for Electrical at telephone number (013) 6906908, Supply Chain Management Office may also be contacted on (013) 690 6504/6497/6484 or on zidelg@emalahleni.gov.za.

Fully completed tender documents, clearly marked "**Tender No. ELM 06/2023 PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR ELECTRICAL SERVICES FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)**" with "**NAME of TENDERER**" must be placed in a sealed envelope and placed in the **tender box** situated on the **First floor**, Emalahleni Local Municipality, Civic Centre, 29 Mandela Street, eMalahleni 1035 or sent via courier services to the above mentioned address. Couriers documents should be delivered at the first floor, Supply Chain Management Offices at the aforementioned address **by no later than 11h00 on 14 June 2023**. The envelope must be endorsed with number, title and closing date as indicated above.

A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Regulation 22.

No awards will be made to a person:

- Who is not registered on the **Central Supplier Database (CSD)**;
- who is in the service of the state;
- If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or
- who is an advisor or consultant contracted with the municipality or municipal entity.

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

Should you not hear from us within 90 days after the closing date, please consider your tender unsuccessful.

**H.S MAYISELA
MUNICIPAL MANAGER**

**Civic Centre
29 Mandela Street
eMalahleni**

**P.O Box 3
eMalahleni**

www.emalahleni.gov.za

T1.2 : TENDER DATA

Wording

The employer is the EMALAHLENI LOCAL MUNICIPALITY.

The tender documents issued by the employer comprise:

PART T1 : TENDERING PROCEDURES

T1.1: Tender Notice and Invitation to Tender

T1.2: Tender Data

PART T2 : RETURNABLE DOCUMENTS

T2.1: List of Returnable Documents

T2.2: Returnable Schedules

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1: Standard Conditions of Tender

PART C2 : PRICING DATA

C2.1: Pricing Instructions

PART C2 : SCOPE OF WORKS

C2.2: Description of the Works

ANNEXURES

The Employer is represented by:

Name: Mr F Macassa

E-mail: macassaf@emalahleni.gov.za(Electrical)

Address: 29 Mandela Street, eMalahleni, 1035

No alternative tender offer will be considered; however proposals and suggestions are welcomed provided that they clearly state the manner of approach, designs if any, calculations and cost implications.

Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nil) copies.

All documents accompanying this invitation must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box or sent via courier services to the given address. Couriers documents should be delivered at the first floor, Supply Chain Management Offices at the below mentioned address before the closing date and time. The bid box is situated at Civic Centre, First Floor, Mandela Street, eMalahleni

Wording
<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: EMALAHLENI LOCAL MUNICIPALITY</p> <p>Physical address: 29 Mandela Street, eMalahleni, 1035</p>
<p>Duly completed and signed original bid documents should be sealed in an envelope marked:</p> <p>"TENDER NO. ELM 04/2023</p> <p>PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR ELECTRICAL SERVICES EMPLOYEES FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)</p> <p>Closing date: 14 June 2023</p> <p>Closing time: 11:00 am</p> <p>Name of bidder: _____</p>
The closing time for submission of tender offers is stated in the Tender Notice/Invitation to Tender
Late bids shall not be accepted. Please note that bids are late if they are not received at the address given in the invitation after the bid closing date and time.
Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
All bid prices must be quoted in South African currency on a fixed price basis and include VAT.
The tender offer validity period is 90 Days from the closing date.
All relevant documents attached to this bid must be completed and signed in black ink by an authorized representative of the business. The authorized representative of the business is required to initial each page of the bidding document.
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.
Access shall be provided for the following inspections, tests and analysis: Due to the spatial displacement of the various sites the site clarification meeting shall be conducted at the offices of Emalahleni Local Municipality, whereby a site briefing shall be presented. The Employer shall discuss the scope of works and answer any questions raised.
Tender offers will be opened immediately after the closing time at 11:00 for tenders at the Civic Centre Building of the municipality in the presence of a municipal representative.
The conditions contained in the General Conditions of Contract (GCC) 2010, and the attached bid forms, as well as any other conditions accompanying this invitation are applicable.
The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
The Emalahleni Local Municipality reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid at all.
<p>The following preference point systems are applicable to all bids:</p> <ul style="list-style-type: none"> - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included). <p>The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.</p>
Tender offers will only be accepted on condition that :
a) the tenderer is registered on the Central Supplier Database (CSD) of the National Treasury;

Wording
<p>b) 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>c) the tenderer has not:</p> <ul style="list-style-type: none">i) abused the Employer's Supply Chain Management System; orii) failed to perform on any previous contract and has been given a written notice to this effect; and <p>d) has completed the Compulsory Municipal Bidding Documents (MBD) 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>

EMALAHLENI LOCAL MUNICIPALITY

PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR ELECTRICAL SERVICES EMPLOYEES FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS).

TENDER NO: ELM 06/2023

PART T2 : RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

EMALAHLENI LOCAL MUNICIPALITY

PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF ELECTRICAL SERVICES EMPLOYEES FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS).

TENDER NO: ELM 06/2023

T2.1 : LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

1. RETURNABLE SCHEDULES REQUIRED (included herein for completion)

Schedule : 1A	MBD 1 - Invitation to Bid
Schedule : 1C	MBD 4 - Declaration of Interest
Schedule : 1D	MBD 6.1 – Preference Points Claim Form in Terms of the Preferential Procurement Regulations 22
Schedule : 1F	MBD 8 - Declaration of Bidder's Past Supply Chain Management Practices
Schedule : 1G	MBD 9 - Certificate of Independent Bid Determination
Schedule : 1H	Authority of Signatory
Schedule : 1I	Record of Addenda to Tender Documents
Schedule : 1J	Schedule of Similar Work satisfactorily carried out by the Tenderer
Schedule : 1K	Proposed Amendments and Qualifications

2. OTHER DOCUMENTS REQUIRED FOR TENDER COMPLIANCE PURPOSES

Schedule : 2A	Proof of Authority of Signatory
Schedule : 2B	Municipal water and lights statement or written confirmation that municipal rates and taxes and municipal service charges of the prospective bidder and directors of the business are not in arrears from the relevant municipality for more than 90 days or lease agreement in the case of rental of property.
Schedule : 2C	Proof of registration on the Central Suppliers Database (CSD) of the National Treasury.
Schedule : 2D	Joint Venture Agreement in case of a Joint Venture signed by both parties

3. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

(to be attached with submission)

4. **OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)**

C1.1 : The offer portion of the Form of Offer and Acceptance

C1.2 : Standard Conditions of Tender

C2.1: Pricing instructions

C2.2 : Description of the Works

SCHEDULE 1A: MBD 1 - INVITATION TO BID

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

BID NUMBER:	ELM 06/2023	CLOSING DATE:	14 June 2023	CLOSING TIME:	11:00
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DESCRIPTION	PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR ELECTRICAL SERVICES FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS).
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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 _____

**EMALAHLENI LOCAL MUNICIPALITY
CIVIC CENTRE
MANDELA STREET
eMALAHLENI**

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:
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	SCM		DEPARTMENT	Technical Services
CONTACT PERSON	MS LUNGISWA ZIDE		CONTACT PERSON	Mr. F. Macassa
TELEPHONE NUMBER	(013) 690 6497		TELEPHONE NUMBER	0825201800
FACSIMILE NUMBER	(013) 690 6207		FACSIMILE NUMBER	<u>0136906908</u>
E-MAIL ADDRESS	<u>zidelg@emalahleni.gov.za</u>		E-MAIL ADDRESS	macassaf@emalahleni.gov.za

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
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <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>

**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:

SCHEDULE 1C: MBD 4 - DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons

connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her positioning relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declaring acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:
.....

Position occupied in the state institution:.....

Any other particulars:.....

.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1If so, furnish particulars:

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....

.....
.....

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

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number	Employee / Persal Number

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

SCHEDULE 1 D: PREFERENCE POINTS CLAIM FORM – MBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all bids invited.

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL
CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF
PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific Goals

1.3. The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

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

2 DEFINITIONS

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

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

2.3 **“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;

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

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

- 2.5 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.6 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.7 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.8 **“non-firm prices”** means all prices other than “firm” prices;
- 2.9 **“person”** includes a juristic person;
- 2.10 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.11 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.12 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.13 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.14 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis considering all factors of non-firm prices and all unconditional discounts;
- 3.3 **Points scored must be rounded off to the nearest 2 decimal places.**
- 3.4 **Should Two or more bids be equal in all respects, the award shall be decided by the drawing of lots.**

4. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

5. Points for Specific Goals

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

Item no.	The specific goals allocated points in terms of this tender	Number of points (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1.	for 100% black person or people owned enterprise	5	
2.	for at least 30% woman or women shareholding or owned enterprise	5	
3.	For at least 30% youth shareholding or owned enterprise	2.5	
4.	for at least 30% people living with disability shareholding or owned enterprise	2.5	

5	For enterprise regarded as EME located within the local area of jurisdiction	5		
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5.2 POINTS AWARDED FOR SPECIFIC GOALS

- 5.4 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 5.5 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- 5.6 (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- 5.7
- 5.8 (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

6. BID DECLARATION

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

- 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 *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
- a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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 Institution)

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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 1H: 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 : |
| 2. | Date : |

Tenderers must attach a copy of the Resolution of the Board.

B. Certificate for Partnership

We, the undersigned, being the key partners 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 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 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 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.

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (if applicable)
--

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms ..
, authorised signatory of the company, close corporation or partnership
, acting in the capacity of lead partner, to sign all documents in
 connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature Name Designation
		Signature Name Designation
		Signature Name Designation

NOTE: A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

EMALAHLENI LOCAL MUNICIPALITY

PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR ELECTRICAL SERVICES EMPLOYEES FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)

SCHEDULE 1I: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

EMALAHLENI LOCAL MUNICIPALITY

PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR
ELECTRICAL SERVICES EMPLOYEES FOR A PERIOD OF 36 MONTHS (ON AN AS AND
WHEN REQUIRED BASIS)

TENDER NO. ELM 06/2023

SCHEDULE 1J: SCHEDULE OF WORK SATISFACTORILY
CARRIED OUT BY THE TENDERER

The following is a statement of similar work successfully executed by myself/ourselves:

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed

Signed

Date

Name

Position

EMALAHLENI LOCAL MUNICIPALITY

PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR
ELECTRICAL SERVICES EMPLOYEES FOR A PERIOD OF 36 MONTHS (ON AN AS AND
WHEN REQUIRED BASIS)

TENDER NO: ELM 06/23023

SCHEDULE 1K: PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

Page	Clause or Item	Proposal

Signed

Date

Name

Position

EMALAHLENI LOCAL MUNICIPALITY

**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR
ELECTRICAL SERVICES EMPLOYEES FOR A PERIOD OF 36 MONTHS (ON AN AS AND
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EMALAHLENI LOCAL MUNICIPALITY

**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR
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SCHEDULE 2A: PROOF OF AUTHORITY OF SIGNATORY

EMALAHLENI LOCAL MUNICIPALITY

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SCHEDULE 2B: MUNICIPAL RATES AND TAXES

Section 38 (d) (i) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

The tenderer must attach to this page proof of registration with the Municipalities (local and/or district) as a payer of municipal levies and valid proof that municipal rates and taxes and municipal service charges of the

prospective bidder and directors of the business are not in arrears from the relevant municipality for more than 90 days and complete the **Clearance Certificate for Water & Lights** below or lease agreement in the case of rental of the property.

CLEARANCE CERTIFICATE FOR WATER & LIGHTS

Section 38(d) (i) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conducts his / her business.

Each bidder must complete the below checklist. Important: if you fail to complete this form, the bid will be non-responsive. (Please tick with **X** where appropriate):

QUESTIONS		YES	NO
1.	Is your municipal rates and taxes account up to date / current (not in arrears for more than three months)?		
2.	If yes, provide the following details:		
2.1	▪ Municipality name		
2.2	▪ Municipal account number		
3.	If yes, please attach proof in the form of the original or certified copy of the bidder's and all director's municipal rates and taxes account not older than 3 months		
4.	Does the bidder lease / rent the property where the business is situated?		
5	If yes, provide the following details:		
5.1	▪ Landlord name		
5.2	▪ Address property is situated		
5.3	▪ Contact number of landlord		
6.	Please attach the copy of the lease agreement signed by the landlord / lessor and the tenant / lessee as proof		
I, (Insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (Insert company name)			
Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE			

EMALAHLENI LOCAL MUNICIPALITY

**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR
ELECTRICAL SERVICES EMPLOYEES FOR A PERIOD OF 36 MONTHS (ON AN AS AND
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SCHEDULE 2C: CSD REGISTRATION

The tenderer must attach to this page proof of registration on the Central Suppliers Database (CSD) of the National Treasury.

MALAHLENI LOCAL MUNICIPALITY

**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR
ELECTRICAL SERVICES EMPLOYEES FOR A PERIOD OF 36 MONTHS (ON AN AS AND
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SCHEDULE 2D: JOINT VENTURE AGREEMENT

The tenderer must attach to this page proof of Joint Venture Agreement in case of a Joint Venture signed by both parties.

EMALAHLENI LOCAL MUNICIPALITY

PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR ELECTRICAL SERVICES EMPLOYEES FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)

TENDER NO: ELM 06/2023

PART C1 : STANDARD CONDITIONS OF TENDER

C1.1 Standard Conditions of Tender

C 1.1: Standard Conditions of Tender

1 GENERAL

1.1 Actions

- 1.1.1 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 timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- 1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- a) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- b) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

- 1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract

1.2 Tender documents

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

1.3 Interpretation

- 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.

- 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.

- 1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) Incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **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
- d) **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
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **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

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.

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

- 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.
- 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 three months unless only one tender was received and such tender was returned unopened to the tenderer.

1.6 Procurement procedures

1.6.1 General

Unless otherwise stated in the tender data, a contract will be concluded with the tenderer who is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

1.6.2 Competitive negotiation procedure

- 1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions.
- 1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- 1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

- 1.6.2.4 The contract shall be awarded in accordance with the provisions of the General Conditions of Contract after tenderers have been requested to submit their best and final offer.

2 TENDERER'S OBLIGATIONS

2.1 Eligibility

- 2.1.1 Submit a tender offer only if the tenderer satisfies 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.
- 2.1.2 Submit a tender offer only if the tenderer satisfies that the minimum score for functionality criteria will be met.
- 2.1.3 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, 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 complies with requirements.

2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

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.

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.

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.

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.

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.

2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may 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.

2.10 Pricing the tender offer

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.

2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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.

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.

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.

2.13 Submitting a tender offer

2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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 legibly in non-erasable ink.

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.

- 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 shall be the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 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.
- 2.13.6 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.
- 2.13.7 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.
- 2.13.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- 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.
- 2.15 Closing time**
- 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. Accept that proof of posting shall not be accepted as proof of delivery
- 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.
- 2.16 Tender offer validity**
- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period (**not less than 90 days**) stated in the tender data after the closing time stated in the tender data.
- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- 2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

- 2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of **clause 2.13** with the packages clearly marked as "SUBSTITUTE".

2.17 Clarification of tender offer after submission

- 2.17.1 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 the tender offer is sought, offered, or permitted.

Note:

Clause 2.17.1 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.

2.18 Provide other material

- 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.
- 2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

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.

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.

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.

2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data

EMALAHLENI LOCAL MUNICIPALITY

PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR ELECTRICAL SERVICES EMPLOYEES FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)

TENDER NO: ELM 06/2023

PART C2 : PRICING DATA

C2.1 Pricing Instructions

C2.2 Description of Works and Bill of quantities

C2.1 PRICING INSTRUCTIONS

1. General

The pricing instructions describe the criteria and assumptions which will be assumed in the contract that the Tenderer has taken into account when developing his prices. The bills of quantities record the contractor's rates for providing supplies, services, engineering and construction works in accordance with the scope of work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the contract data. These items are not described in the pricing data.

The tenderer's obligations in pricing the tender offer and the employer's undertakings in the checking and correction of arithmetical errors are dealt with in the standard conditions of tender contained in annexure F of SANS 294, as amended in and read in conjunction with the tender data.

2. Documents mutually explanatory

The documents forming the Contract are to be taken as mutually explanatory of one another. The bill of quantities forms an integral part of the contract documents and shall be read in conjunction with the tender data, contract data, and scope of work, site information general and special conditions of contract, the specifications and the drawings.

3. Definitions

For the purpose of this bill of quantities, the following words shall have the meanings hereby assigned to them:

Unit	The unit of measurement for each item of work as defined in the scope of work and site information
Quantity	The number of units of work for each item.

Rate	The payment per unit of measurement at which the contractor contracts to do the work.
Amount	The product of the quantity and the rate tendered for an item.
Sum	An amount contracted for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

4. Descriptions

Descriptions in the bill of quantities are abbreviated and comply generally with those in the standardised specifications. Clause 8 of each standardised specification, read together with the relevant clauses of the scope of work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable standardised specification, or the scope of work, conflict with the terms of the bill, the requirements of the standardised specification or scope of work, as applicable, shall prevail.

5. References

The clauses in a specification in which further information regarding the schedule item can be obtained appear under "reference clause" in the bill. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised specifications are identified by the letter or letters which follow in the COLTO 1998 Edition.

6. Net measurements

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for off-cuts and waste.

7. Quantities

The quantities set out in the bill of quantities are the estimated quantities of the contract works, but the contractor will be required to undertake whatever quantities may be directed by the engineer from time to time. The contract price for the completed contract shall be computed from the actual quantities of work accepted and certified for payment.

8. Currency

All rates and sums of money quoted in the bill of quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

9. Value Added Tax

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the bill of quantities. VAT will be added as a single entry to the summary.

10. Rates and prices

10.1 General

- a) The contractor must price each item in the bill of quantities in **BLACK INK**. Reproduced computer printouts of the bills of quantities will not be acceptable.
- b) The rates and prices to be inserted in the bill of quantities shall cover all the services and incidentals 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. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- c) A price or rate is to be entered against each item in the bill 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 bill. The contractor will not be paid for items against which no rate or lump sum has been entered in the bill of quantities.
- d) Should the contractor indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.

10.2 "Rate only" items

The contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

10.3 Arithmetic

Excepting where sum amounts are required or where provisional sums have been indicated, the contractor shall enter an applicable rate in the rate column of the bill of quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the quantity and the unit rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the tender offer will be corrected by the employer in determining the contract price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, such error will be corrected by the employer in determining the contract price.

11. Variation in text

No alteration, erasure or addition is to be made in the text of the bill of quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the bill of quantities will be adhered to.

12. Construction

- a) Attention is drawn to clause 6.7.1 of the general conditions of contract and the contractor must not order the quantities of materials stated in the bill of quantities until he has confirmation from the Manager Disaster, Traffic and Law Enforcement on site that such equipment are in fact the correct equipment.
- b) Items marked "L" in the bill of quantities shall be carried out using labour intensive methods.

C2.2 Description of Works

ELM 04/2023 PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR ELECTRICAL SERVICES FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)

1. GENERAL CONCEPT OF TENDER

Emalahleni Local Municipality is inviting service providers to bid for the supply and delivery of PPE for ELECTRICAL SERVICES EMPLOYEES for a period of 36 months (on an as and when required basis).

2. TERMS AND CONDITIONS

- PPE supplied if found to be defective or of incorrect size, the supplier will be expected to exchange and replace the garment at no extra cost
- Short listed bidders will be expected to provide sample garments for further evaluation

- Pricing Guidelines

- All prices must be inclusive of VAT.
- Prices must be fixed for a period of 12 months

3. A. SPECIFICATION OF A PROJECT: ELECTRICAL

1. TROUSERS:



FLAME RETARDANT AND ACID RESISTANT CONTI TROUSERS:

SPECIFICATION:

- D59 flame retardant and acid resistant SABS approved fabric.
- Industrial quality flame retardant 50mm silver reflective tape (EN 20471 Class II).
- Elasticated back.
- Brass riveted metal button closure.
- YKK brass zips fly.
- Seven belt loops.
- Back right patch pocket.
- Side slant swing pockets.
- Double needle front rise.
- All seams triple needle stitched.
- Pockets attached with double needle.
- Stress points bar-tacked

FABRIC: D59. 100% Cotton 4/1 Sateen Flame Retardant – SANS 1423 .
Acid Resistant – ISO EN 6530
WEIGHT: 335 g/m²
COLOUR: Sasol Navy

2. SHIRTS:

TWO TONE REFLECTIVE CONTI SHIRTS:



SPECIFICATION:

- Concentric rings of 50mm silver reflective tape (EN 20471 Class II) around torso and arms.
- Chest pockets with mitered corners and Velcro flaps
- Button front
- Button cuff with gauntlet
- Shirt tail bottom
- Triple needle stitched shoulder and armhole
- Pockets attached with double needle
- Stress points bar-tacked

FABRIC: 100% Cotton 2/1 Fine Twill.
WEIGHT: 140 g/m²
COLOUR: Navy with reflectors.

3. JACKETS:



SPECIFICATION:

- Quilted padded lining.
- Concealed Vision zip with stud fastening storm front.
- Elbow patches.
- Adjustable Velcro cuffs.
- Left chest pocket with concealed zip.
- Right chest pocket with Velcro.
- Internal left chest pocket with Velcro.

- Side slant welted hand pockets.
- Pockets attached with double needle.
- Stress points bar-tacked.

FABRIC: 100% Cotton 3/1 Rings pun Twill. Polyester Taffeta Quilted Padded Lining

WEIGHT: 285 g/m² . 210 g/m²

COLOUR: Taupe

4. SAFETY BOOTS:



- A Comfortable safety shoe with anti-fatigue engineering
- Double density PU
- PU sole
- Heat resistant up to 95 degree Celsius
- Extra-wide fitting steel toe cap
- Generous styled upper for increased foot space
- Padded bellows tongue for extra comfort
- Engineered with a Poron insert at the heel for additional comfort
- Poron
- EVA cushioned top sock for additional comfort
- Full grain leather upper
- Approved by the South African Podiatry Association
- SANS/ ISO 20345 /ANTISTATIC

SAFETY FEATURES:

- Abrasion Resistance
- Water Resistance
- Heat Resistance
- Slip Resistance
- Oil & Acid Resistance

COLOUR: Black

5. SUN HATS:



100% POLYESTER

6. SOCKS:



COLOUR: Black

NOTE:

- ALL GARMENTS SHOULD BE EMBROIDED WITH THE COUNCIL LOGO; AND
- JACKETS SHOULD BE PRINTED WITH ELECTRICAL SERVICES ELECTRICAL AT THE BACK
- **ONLY LONG SLEEVE SHIRTS AND JACKETS WILL BE ACCEPTED**

BILL OF QUANTITIES ELECTRICAL DEPARTMENT

DESCRIPTION	SIZE	COST
TROUSERS OVERALL TROUSERS	XS S M L XL XXL XXXL XXXXL	
SHIRTS TWO TONE REFLECTIVE CONTI SHIRTS	XS S M L XL XXL XXXL XXXXL	
GOLF T SHIRTS	XS S M L XL XXL XXXL XXXXL	
JACKETS	XS S M	

	L XL XXL XXXL XXXXL	
DRIMAC	XS S M L XL XXL XXXL XXXXL	
OVERALL TOPS	XS S M L XL XXL XXXL XXXXL	
SAFETY BOOTS	3 4 5 6 7 8 9 10 11 12	
SOCKS	1 SIZE FIT ALL	
SUN HAT	1 SIZE FIT ALL	

Workmanship

The workmanship used in the manufacture and construction of the PPE covered by this specification, shall be of a consistently high standard and shall comply with ISO 9001/2. The manufacturer shall ensure that the high standard is maintained throughout the period of manufacture. All work must be guaranteed and the alteration of any uniform will be for the manufacturer.

Measurement

All measurement will be done by the supplier and the relevant records of the sizes must be kept by the supplier.

Delivery Time Frame:

All uniform must be delivered within 8-12 weeks from receipt of order. Alterations and repairs must be finished and returned within 2 weeks from receipt of faulty personal protective equipment and is the responsibility of the supplier. Extension of delivery time will only be allowed under certain circumstances and with the prior approval of the Assistant Manager: E

Delivery of goods:

All uniforms will be delivered in one complete set per pack/official with a name on the pack, at the s

Samples of uniform offered must be made available on request.

For any queries or clarifications on the uniform specification contact Mr. F MACASSA on 013-690 6908.

Email: macassaf@emalahleni.gov.za

4. PRICING:

- 4.1 The prices submitted on the bid document will be subjected to an annual escalation equal to the CPIX RATE
- 4.2 The Unit Prices inserted in the bill of quantity shall be an all-inclusive cost and must include and allow for all activities, equipment, transport, and any other item required to comply with this contract in all respects. All tendered prices quoted by the contractor must be in South African Rand (Currency).
- 4.3 The Council is not bound to accept any of the bids submitted and reserve the right to call for Final Offers from short-listed bidders before final selection.
- 4.4 Bidder must provide a detailed pricing schedule indicating unit prices
- 4.5 The Council reserves the right to negotiate price with preferred bidder.
- 4.6 All rates will be evaluated on an average

5. PAYMENT

Tenderers shall note that payment shall be made in terms of ELM: General Conditions of Contract (Goods/Services).

SELF COMPLIANCE CHECK SHEET

Ref no	Question	ELM'S Requirement	Bidder's Response
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		YES *	YES / NO
1	Have you initialed all the pages of the bid document?	YES	
2	Have you completed and signed the Returnable Schedules required?	YES	
3	Have you completed and signed the MBD 4 form - Declaration of Interest?	YES	
4	Have you completed and signed the MBD 8 – Declaration of bidder's past Supply Chain Management Practices and MBD 9 – Certificate of Independent Bid Determination?	YES	
5	Do you understand the Scope of Work that includes the Standard Specifications / Project Specifications and Particular Specifications?	YES	
6	Have you completed the MBD 1 form?	YES	
7	Is the Company registered with the Central Supplier Database (CSD) of the National Treasury in terms of the category required in this Specification? Have you submit a copy of your CSD Report?	YES	

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder