TENDER DATA

1.	The Employer is: Emalahleni Local Municipality 29 Mandela Street, Emalahleni, 1035
2.	Tender Documents
	Tendering Procedures Tender notice and invitation to tender Tender data **Returnable Documents** List of Returnable Documents **The Contract** **Agreements and Contract data** Forms of Offer and Acceptance Contract Data **Pricing Data** Pricing Instruction Bill of Quantities **Terms of Reference** Terms of Reference **Additional Relevant Documents** Supply Chain Management Policy
3.	**Interpretation** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.
4.	**Communication.** The Employer's Representative is;

Accounting Officer;	**Procurement Enquiries.**	**Technical Enquiries.**
29 Mandela Street, Emalahleni, 1035 Tel: at 013 690 6911	Supply Chain Unit 29 Mandela Street, Emalahleni, 1035 013 690 6483/6502/6497	H.C Jiyane 29 Mandela Street, Emalahleni, 1035 Tel: at 013 692 4021

4.1	Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer will be regarded as amending the tender documents.
5	**The Employer's right to accept or reject any tender offer** The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by Emalahleni Local Municipality.
6	**Tenderer Obligations**
6.1	The Council retains the right to call for any additional information that it may deem necessary.

6.2	If tendering as a Joint Venture, Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks, and rewards. Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner: 1. Control 2. Management 3. Operations 4. Risk 5. Profit and Loss
6.3	If a Tenderer , or any person employed by him is found to have either directly or indirectly, promised or given to any person in the employment of Council, any commission, gratuity, gift or other consideration, The Council shall have the right to summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss and/ or additional costs or expenses, to disqualify the Tender or cancel the Contract without paying any compensation to the aforesaid Tender or Contract.
6.4	At the request of the Municipal Manager or his authorised representative from furnishing him with additional information, or with a sample or specimen for testing purposes or otherwise, or from giving a demonstration so as to enable the recommendation to the Council's responsible Committee on the award of the contract be formulated,
7.	**Eligibility** • Tenderer is registered on the Central Supplier Database • Tenderer has the managerial capacity, reliability and experience regarding the nature of the project
8	**Compensation of tendering** The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the cost of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
9	**Check documents** The Tenderer should check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission. **Emalahleni Local Municipality reserves the right to request the bidder to submit original documents which includes but not limited to, company registration document, qualifications of key personnel, compulsory returnables, reference letters & testimonials for review and certification by its Commissioner of Oath.**
10.1	**Confidentiality and Copyright of Documents.** Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation **In submitting any information or documentation requested in this tender or any other information that may be requested pursuant to this Tender, you are consenting to the processing by ELM or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, No.4 of 2013 and Regulations promulgated thereunder ("POPI Act"). Further, you declare that you have obtained all consents required by the POPI Act or any other law applicable. Thus, you hereby indemnify ELM against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that you submit.**

10.2	**Clarification Meeting** No clarification meeting will be held.
11	**Submitting tender offer:**
11.1	No Tender document will be considered unless submitted on Council's Official Tender Document
11.2	Return all the returnable documents to the employer after completing them.
11.3	Tenders must be deposited in the tender box clearly marked **PANEL OF SERVICE PROVIDERS FOR THE SUPPLY OF HERBICIDES, GARDENING ACCESSORIES AND PLANTS FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)** **Location of tender Box**: Main **Physical Address**: Emalahleni Local Municipality, Civic Centre, 29 Mandela Street, Emalahleni, 1035. Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered
11.4	All tender received by the Emalahleni Local Municipality will remain in the Municipality's possession until after the stipulated closing date and time.
11.5	Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered.
12.	**Closing Time:**
12.1	The time and location for opening of the Tender offers are: Closing Time: **11:00** Closing Date: **02 December 2026** Location: **Emalahleni Local Municipality** **Civic Centre** **29 Mandela Street, Emalahleni,** **1035**
12.2	After the opening of the tenders, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the ELM.
13.	**Pricing the tender** State the rates and prices in Rand
14.	**Alterations to the Tender Documents.** **No** alterations may be made to the tender document issued by the employer. Proposals and any other supporting documents must be attached to the back of this tender document
15	**Alternative tender offer.** **No** alternative tender offers will be considered or accepted.

16 **Tender Offer Validity**

The Tender offer validity period is **90** days from the closing date.

17 **Tender clarification after submission**

A tender may be regarded as non-responsive if the tenderer fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.

18 **Tender evaluation points**

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

18.2 Preference points for this bid shall be awarded for:

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

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

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

19. **Evaluation of Tenders**

The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the ELM.

19.1 **The following steps will be followed in evaluation;**

1. Determination of whether or not tender offers are complete.
2. Determination of whether or not tender offers are responsive.
3. Determination of the reasonableness of tender offers.
4. Confirmation of the eligibility of preferential points claimed by tenderers.
5. Awarding of points for financial offer.
6. Ranking of tenderers according to the total points
7. Performance of risk analysis by checking the credit record of the tenderers

19.2 **Functionality Criteria**

The procedure for the evaluation of responsive Bids will be on the functionality criteria.

20. Tenders are adjudicated in terms of ELM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

20.1 **A FIRM MUST OBTAIN A MINIMUM OF 70 POINTS OUT OF THE 100 POINTS ABOVE TO BE CONSIDERED FOR FURTHER EVALUATION.**

Evaluation Criteria	Description	Elimination Factor	Points obtainable	Points Claimed
Company experience in similar completed projects undertaken within the past 5 years. (Relevant projects undertaken for the past five (5) years (Purchase Order (PO) and Completion Certificate (CC).	0 - 1 projects	No	0	
	2 – 5 projects		30	
	5 – 10 projects		40	
	10 or more projects		50	
Sub-total			**50**	
Letter of intent on the Manufacturer's/Distributor's letterhead committing to supply SABS approved products	Attached letter of intent		**40**	
	Letter of intent **not** attached		**0**	
Sub-total			**40**	
Evaluation Criteria	**Description**	**Elimination Factor**	**Points obtainable**	**Points Claimed**
Company jurisdiction (Please ensure that the proof of address of the company is attached as part of the returnable)	Emalahleni		**10**	
	Nkangala		**5**	
	Mpumalanga		**3**	
Sub-total			**10**	
Grand Total			**100**	

Note 1: Letter of intent on the tenderer's letterhead committing to supply SABS approved products

It must be noted that the company's Letter of intent on the tenderer's letterhead committing to supply SABS approved products will be used to determine future commitment on company's ability to deliver quality products. Failure to provide this shall warrant for scoring zero (0) in this category and shall be eliminated from further evaluation.

Note 2:

Experience of Company on provision of supply and delivery of components.

It must be noted that the experience of the service provider carries a maximum of 50 points as indicated in the table above. Proof of appointment letters / purchase orders or testimonials in reference to Form O is not provided, then the

bidder shall score a zero (0) in this category. Proof of the company's previous completed projects which in the form of appointment letters or purchase orders or testimonials must be attached. Verifiable references with contact details must be provided.

Technical adjudication and General Criteria

- Tenders will be adjudicated in terms of inter alia:
- Compliance with Tender conditions
- Technical specifications

If the Tenderer does not comply with the Tender Conditions, the Tenderer may be rejected. If technical specifications are not met, the Tender may also be rejected.

With regard to the above, certain actions or errors are unacceptable and warrants **REJECTION OF THE TENDER**, for example:

- A Tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS has not been submitted.
- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- If tender document is not fully completed as required and as stipulated in the tender data.
- If any tender document is tampered with or it is unbinded or unbundled.
- Failure to complete the schedule of quantities as required – only lump sums provided.
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil.
- The Tender has not been properly signed by a party having the authority to do so, according to the **Form E – "Authority for Signatory"**
- A Resolution by a Board of Directors of the Company authorizing the Tenderer to sign the Tender document on behalf of the Company.
- Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
- The Tenderer's attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
- The Tender has been submitted after the relevant closing date and time.
- Failure to complete and sign Form C1.1 Form of Offer and Acceptance.
- If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.

20.2 **Size of enterprise and current workload**

- Evaluation of the Tenderer's position in terms of:
  - ✓ Previous and expected current annual turnover.
  - ✓ Current contractual obligations

Capacity to execute the contract

- ✓

20.3 **Previous experience**

The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the tenderer within the last Five (5) years.

Evaluation of the Tenderer's position in terms of his/her previous experience. Emphasis will be placed on the following:

- Experience of contracts of similar size
- Service Provider to attach appointment letters **and** Testimonials from previous related work experience**.**

20.4 **Financial ability to execute the contract**

Evaluation of the Tenderer's financial ability to execute the contract will be considered.

20.5 **Good standing with SA Revenue Services**

- Determine whether a valid tax clearance certificate has been submitted.
- The Tenderer **must affix A Tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS must been submitted.**

20.6 If the Tender does **not** meet the requirements contained in the ELM Supply Chain Management Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation

20.7 **Penalties**

Emalahleni Local Municipality will, if upon investigation it is found that a preference in terms of the MFMA Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty at the discretion of Council.

Restrict the contractor, its shareholders, and directors on obtaining any business from the Emalahleni Local Municipality for a period of 5 years

20.8 **The additional conditions of Tender are:**

1. Service providers who has scored the highest points for Price and Specific Goals in terms of the Preferential Procurement Regulations 2022 will be appointed.

2. Emalahleni Local Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project.

3. The Emalahleni Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.