

BERGRIVIER MUNISIPALITEIT

KWOTASIE 8/2/56-2019 MK157/2019: UITVOER VAN 'N VERKEERSIMPAKSTELLING-/STUDIE OOR DIE VOORGESTELDE ONTWIKKELING VAN DIE GEDEEL VAN RESTANTE ERF 1002 IN PORTERVILLE

KWOTASIES word hiermee aangevra van diensverskaffers vir die uitvoer van 'n Verkeersimpakstelling-/studie (VIS) oor die voorgestelde ontwikkeling van die gedeel van Restante Erf 1002 in Porterville, soos uiteengesit in die spesifikasies.

Kwotasies in verseëlde koeverte en duidelik buite op gemerk <u>"Kwotasie 8/2/56-2019 MK157-2019 Uitvoer van verkeersstudie"</u> moet in die tenderbus by die Munisipale Kantore, Kerkstraat 13, Piketberg geplaas word teen nie later nie as <u>12:00 op Donderdag 29 Augustus 2019</u>, waarna kwotasies in die openbaar oopgemaak sal word.

Dokumente en spesifikasies wat die minimum vereistes bevat, is verkrygbaar op Bergrivier Munisipaliteit se webtuiste (www.bergmun.org.za) of 'n harde kopie by Me. R. Hendricks by tel. no. 022 913 6036 of e-pos hendricksr@bergmun.org.za gedurende normale kantoor ure, teen 'n kwotasiefooi van R50.00 betaalbaar aan die Munisipaliteit. Alle Tegniese navrae moet gerig word aan Mr. Werner Wagener by tel. no. 022 913 6000 of per e-pos: wagenerw@bergmun.org.za

Kwotasies is geldig en bindend vir sestig (60) dae na sluitingsdatum.

Kwotasies sal geëvalueer word ingevolge die Raad se Voorsieningskanaalbestuursbeleid, 80/20 puntestelsel. Dit is dus verpligtend om die Voorkeurverkrygingsvorm te voltooi om te kwalifiseer vir enige voorkeurpunte. **Pryse moet BTW insluit**.

Verskaffers moet geregistreer wees as 'n voornemende verskaffer op Nasionale tesourie se Sentrale Databasis Basis (SDB). Die Belastinguitklaringsertifikaat / Belasting ooreenstemmende status Pin / Sentrale verskaffers databasis (SDB) nommer (MAAA....), moet saam met die kwotasie dokument ingedien word. Nie-nakoming hiervan sal die uitslag van die kwotasie ongeldig verklaar.

Laat, onvolledige kwotasies of kwotasies wat per faks ingedien word, sal nie oorweeg word nie. Bewys van versending van 'n kwotasie sal nie as bewys van ontvangs aanvaar word nie. Die Raad behou die reg voor om enige kwotasie of gedeelte daarvan te aanvaar.

MUNISIPALE KANTORE KERKSTRAAT 13 PIKETBERG 7320 ADV. HANLIE LINDE MUNISIPALE BESTUURDER

MK157/2019 19 Augustus 2019

FQ 8/2/56-2019 (MN157/2019)

BIDDER INITIAL:..... Page 1



QUOTATION 8/2/56-2019 MN157/2019: CONDUCT A TRAFFIC IMPACT STATEMENT/STUDY ON THE PROPOSED DEVELOPMENT OF A PORTION OF REMAINDER ERF 1002 IN PORTERVILLE

QUOTATIONS are hereby requested from service providers to conduct a Traffic Impact Statement/Study (TIS) on the proposed development of a portion of Remainder Erf 1002 in Porterville, as set out in the specifications.

Quotations in sealed envelopes clearly marked "Quotation 8/2/56-2019 MN157-2019: Conduct a Traffic Impact Study", must be placed in the tender box at the Municipal Offices, 13 Church Street, Piketberg no later than 12:00 on Thursday, 29 August 2019 when quotations will be opened in public.

Quotation documents that contain the minimum requirements are available on Bergrivier Municipality's website (www.bergmun.org.za) or a hard copy can be obtained from Ms. Revedy Hendricks at tel. no. (022) 913 6000 or email hendricksr@bergmun.org.za during normal office hours at a quotation fee of R50.00 payable to the Municipality. All technical enquiries can be addressed to Mr. Werner Wagener at tel. no. (022) 913 6000 or e-mail: wagenerw@bergmun.org.za.

Quotations must be valid and binding for ninety (60) days after closing date.

Quotations will be evaluated using the Council's Supply Chain Management Policy. It is therefore compulsory that the Preference Point Claim form for the Preferential Procurement Regulations is completed in full to make application for preference points. **Prices must be VAT inclusive.**

Bidders must be registered as a prospective supplier on National Treasury's Central Supplier Database (CSD). The Tax Clearance Certificate/ Tax Compliance Status (TCS) Pin/ Centralised Suppliers Database (CSD) Registration Number must be submitted together with the bid. Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

Late, incomplete or quotations received by fax will not be accepted. Proof of dispatch of a quotation will not be regarded as proof of receipt thereof. Council is not obliged to accept the lowest or any quotation. Council reserves the right to accept any quotation or part thereof.

MUNICIPAL OFFICES 13 CHURCH STREET PIKETBERG 7320 ADV. HANLIE LINDE MUNICIPAL MANAGER

MN157/2019 19 August 2019



SUPPLY CHAIN MANAGEMENT REQUEST FOR FORMAL QUOTATIONS

FQ 8/2/56-2019 MN157/2019: CONDUCT A TRAFFIC IMPACT STATEMENT/STUDY ON THE PROPOSED DEVELOPMENT OF A PORTION OF REMAINDER ERF 1002 IN PORTERVILLE

Notice is hereby given that quotations are invited from service providers to conduct a Traffic Impact Statement/Study (TIS) on the proposed development of a portion of Remainder Erf 1002 in Porterville, as set out in the specifications.

No Formal Quotation will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).

The CSD supplier number starting with (MAAA) is automatically generated upon successful registration and validation. This MAAA number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations which form part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self-register on the CSD website at www.csd.gov.za. Registration with the CSD is compulsory in order to conduct business with BERGRIVIER Municipality.

This bidding document is available on our website, free of charge, at www.bergmun.org.za. A non-refundable deposit of R50.00 per document is payable to BERGRIVIER Municipality if collecting a hard copy, during office hours, from the Supply Chain Management Unit, BERGRIVIER Municipality, 13 Church Street, Piketberg, 7320.

Any specification / administration enquiries can be directed to Mr. W. Wagener at tel. no. 022 913 6000 / email: wagenerw@bergmun.org.za and any Supply Chain Management (SCM) enquiries may be directed to Ms. R. Hendricks at tel. 022 913 6063 / email address hendricksr@bergmun.org.za

Sealed bids with the Bidder's name, address and the endorsement "FQ 8/2/56-2019 MN157-2019 Conduct a TIS" on the envelope, must be placed in the bid box situated at the Bergrivier Municipality, 13 Church Street, Piketberg or posted to Bergrivier Municipality, PO Box 60, Piketberg, 7320 not later than Thursday, 29 August 2019 at 12h00 when the bids will be opened in public. The bid box is accessible 24 hours a day, 7 days a week and bids must be accompanied by the complete set of documents as required by the municipality. Bids not accompanied by the complete bid document as well as the required documentation, will not be considered. Late, electronic format or faxed bids will not be considered and the Municipality does not bind itself to accept the lowest, part of or any bid. Service providers must ensure that all requirements of relevant legislation are adhered to throughout their contract.

Framework Act and the Preferential Procurement Regulations, 2017.

The 80/20 points system will be applicable.

PRICE 80
B-BBEE STATUS LEVEL OF CONTRIBUTION 20
TOTAL POINTS FOR PRICE AND B-BBEE 100

Prospective service providers are advised to consult the Municipality's Supply Chain Management Policy for the detail.

Municipal Manager Bergrivier Municipality.



	Administrative enquiries:	R. Hendricks	Ref:	Tel: (022)-913 6000	Fax: (022) 913 1380
	_	E-mail:	hendricksr@be	<u>rgmun.org.za</u>	
Mr/Mrs					
Dear Sir / Ma	ıdam				

FQ: REQUEST FOR WRITTEN PRICE QUOTATIONS:

(Over R30 000.00 up to a transaction value of R200 000.00 (VAT included)

FQ 8/2/56-2019 MN157/2019: CONDUCT A TRAFFIC IMPACT STUDY ON THE PROPOSED DEVELOPMENT OF A PORTION OF REMAINDER ERF 1002 IN PORTERVILLE

This formal quotation must be deposited in the bid box at the Municipal Offices, Church Street, and Piketberg no later than **THURSDAY**, **29 AUGUST 2019** @ **12:00**. The bid box is open 24 hours a day, 7 days a week

The following conditions will apply:

- Price(s) quoted must be valid for at least sixty (60) days from date of your offer.
- Price(s) quoted must be <u>fixed</u> and <u>must be inclusive of VAT</u>.
- A firm delivery period must be indicated.
- In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which will be used to verify a bidder's tax status online via SARS E-filing, or an original or copy of tax clearance certificate. Page 6.
- Quotations over a value of R 30 000.00 (VAT included) must be accompanied by the relevant MBD documentation for Quotations duly completed, and the enclosed Declaration of interest MB4, MBD 7, MBD 8, MBD 9, must be scrutinized, completed and submitted together with your quotation.
- The successful provider will be the one scoring the highest points in the event of the lowest bid being higher than R30 000.00.
- Late or faxed quotations will not be considered. The Municipality reserves the right to withdraw any invitation to quote and/or to re-advertise or to accept a part of it. The Municipality does not bind itself to accept the lowest quotation.

Failure to comply with the highlighted conditions will invalidate your offer.

THIS REQUEST FOR A FORMAL QUOTATION 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

NB: NO QUOTATIONS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)

MSCM regulations: "in the service of the state" means must be -

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

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO WILL RESULT IN YOUR OFFER BEING DISQUALIFIED)				
NAME OF COMPANY				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER CODE	NUMBER			
CELL PHONE NUMBER				

FACSIMILE NUMBER CODENUMBER		
E-MAIL ADDRESS		
VAT REGISTRATION NUMBER		
TAX PIN Tax Reference Number		
CSD no. MAAA		
INCLUDE AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE	BEEN SUBMITTED/ TSC PIN: YES/NO	
INCLUDE A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BI	EEN SUBMITTED? (MBD 6.1): YES/NO	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?		
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONA	ACCREDITATION SYSTEM (SANAS)	
A SWORN AFFIDAVIT	· · ·	
(Tick applicable box)		_
(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MU	IST DE SLIDMITTED IN ODDED TO OLIALIEV I	EOD.
PREFERENCE POINTS FOR B-BBEE. NOTE A CERTIFICATE MO		-OK
		
Recent municipal account of company (not older than 9	0 days) <u>MUST</u> be attached.	
Recent municipal accounts of all the Directors/Shareho	Iders- MUST be attached.	
IF LEASING/RENTING/LODGING - ATTACHED LATEST	VALID COPY OF AGREEMENT.	
IF NO PROPERTY REGISTERED IN YOUR NAME SUBMIT AN COPY OF AFFADAVIT IS AVAILABLE ON REQUEST FROM THE		
SIGNATURE OF SERVICE PROVIDER		
DATE		
CAPACITY UNDER WHICH THIS PROPOSAL IS SIGNED		
Yours faithfully		
Adv. Hanlie Linde MUNICIPAL MANAGER		
Date: 19 August 2019		

FQ 8/2/56-2019 (MN157/2019)



ANNEXURES & TITLE	FORM NO.
1.1 Covering letter – Invitation to bid	MBD 1
1.2 Tax Clearance Requirements- Updated MBD 2 form must be submitted.	MBD 2
1.3 Pricing schedule – Fixed prices	MBD 3.2
1.4 Declaration of Interests	MBD 4
1.5 BBBEE	MBD 6.1
1.6 Contract form – Purchase of goods/works	MBD 7.1
1.7 Declaration of Bidders past Supply Chain Management Practises	MBD 8
1.8 Certificate of independent proposal determination	MBD 9
1.9 General Contract Conditions	GCC
ADDENDUM	
1. Check list	SM 1



SM 1

CHECK LIST

All BERGRIVIER Municipality Individual(s) proposal documents will have the typical check list as an attachment. This list is to assist all bidders to submit complete proposals.

Bidders are to check the following points before the submission of their proposal:

- 1. All pages of the document have been read by the contractor.
- 2. Any discrepancy and misunderstanding is cleared with the relevant officials.
- 3. All pages requiring information have been **completed in black ink**.
- 4. The Schedule of Quantities have been checked for arithmetic correctness.
- 5. Totals from each sub section of the Schedule of Quantities have been carried forward to the summary page.
- 6. The total from the summary page has been carried forward to the Form.
- 7. Surety details where applicable have been included in the proposal.
- 8. All sections requiring information have been completed.
- 9. Bidder ensured that all documents is properly completed and signed.
- 10. The contractor has complied with the proposal prerequisites.
- 11. The document is submitted before 12h00 on the due date at the designated bid box of BERGRIVIER Municipality.

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BIDDER INITIAL:..... Page 7



TAX CLEARANCE REQUIREMENTS

MBD 2

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

- The <u>Tax Clearance Certificate/</u> Tax Compliance Status (<u>TCS) Pin/</u> Centralised Suppliers Database (CSD)
 Registration Number <u>must be submitted together with the bid</u>. Failure to submit a Tax Clearance
 Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.
 - (a) Tax Compliance Status (TCS) Pin as of 18 April 2016
 - i. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which will be used to verify a bidder's tax status online via SARS E-filing. This option will be used to verify the status of the service provider (which should be active or compliant) and will determine if the offer will be further evaluated or omitted, even if the bidder only submitted a TCC as per point 1 above. Service provider's status which is found inactive or non-compliant their offers will be omitted. Bidders who are not in possession of an valid Tax Clearance Certificate but have a TCS pin must issue the municipality with the following:

Tax Clearance Certificate printed for SARS E-filing		
Tax Reference Number:		
Tax Compliance Status Pin:		

- 2. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate, Tax Compliance Status Pin and CSD Registration number
- 3. Applications for the Tax Clearance Certificates 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.
- 4. <u>If a bidder is registered on BERGRIVIER Municipality supplier's database; that contains a tax clearance certificate which is active on closing date of Bid/Formal quotation, it must be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be required.</u>
- 5. Non adherence to point 4 above may invalidate your offer.



MBD 3.2

PRICING SCHEDULE - FIRM PRICES

NOTE: ONLY FIXED PRICES WILL BE ACCEPTED. FIRM & NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT.

Name of Bidder	FQ Number: 8/2/56-2019
Closing Time: 12h00	Closing Date: 29 August 2019

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF OFFER

ITEM QTY DESCRIPTION QUOTATION PRICE IN RSA CURRENCY

(INCLUDING VAT)

Required by: BERGRIVIER Municipality

ITEM	QTY	PRICE
Refer to pages 10 - 15		R
		R
Subtotal EXCL. VAT		R
VAT (15%)		R
GRAND TOTAL IN RAND (VAT INCLUSIVE)	•	R

- a. The pricing must be fixed.
- b. The total bid price must be inclusive of VAT or exclusive for non- VAT vendors.
- c. Please Note: BERGRIVIER Municipality reserve the right to downward adjust the scope of work/ quantity required to stay within its budget. Don't add VAT if you are not registered with SARS.



SPECIFICATIONS

FORMAL QUOTATION 8/2/56-2019

TRAFFIC IMPACT STATEMENT/STUDY (TIS) ON THE PROPOSED DEVELOPMENT OF A PORTION OF REMAINDER ERF 1002, PORTERVILLE

DESCRIPTION OF WORKS

1. PROJECT DESCRIPTION

The appointment of a Professional Consultant to do a Traffic Impact Statement/Study on the development proposed on a portion of Remainder Erf 1002, Porterville.

2. BACKGROUND

2.1 Nature of Application

It is the objective of Bergrivier Municipality to development a new industrial area on a portion of Remainder Erf 1002, Porterville.

2.2 Input Received From Western Cape Government (Road Network Management)

Following initial advertising of the Municipality's intent, a letter of objection was received from Western Cape Government (Road Network Management), requesting that a Traffic Impact Statement/Study first be undertaken as to assess the impact of the proposed development on the immediate environment, especially on the access from Trunk Road 23 Section 3 (TR23/3) (extension of the main road of Porterville, Voortrekker Street, R44).

2.3 The Land Use Application

2.3.1 Location and Context

The portion of Remainder Erf 1002, Porterville earmarked for the new industrial development is situated East of Trunk Road 23 Section 3 (TR23/3) opposite the road from the neighbourhood known as Monte Bertha in Porterville as indicated in the figure below.



2.3.2 Site Features and Design Information

A gradient runs across the site running from high point at the eastern side to the lower point at the western side. A natural stream runs through the middle of the site. The stream is not perennial.

The site was previously cultivated for wheat fields as well as used for grazing.

The site do not have any direct access from Trunk Road 23 Section 3 (TR23/3) and is currently accessed by means of other parts of Remainder Erf 1002, Porterville (Porterville Commonage).

2.3.3 Extent of Property

The site is part of Porterville Commonage. The portion earmarked for the new industrial development is located between Trunk Road 23 Section 3 (TR23/3) and a railway line.

2.3.4 Ownership

Remainder Erf 1002, Porterville is registered in the name of Bergrivier Municipality, in terms of Title Deed T2736/1898.

2.3.5 Zoning

Remainder Erf 1002, Porterville is currently zoned Agricultural Zone 1 (Agriculture), as can be seen from an abstract from the zoning map of the area, below.



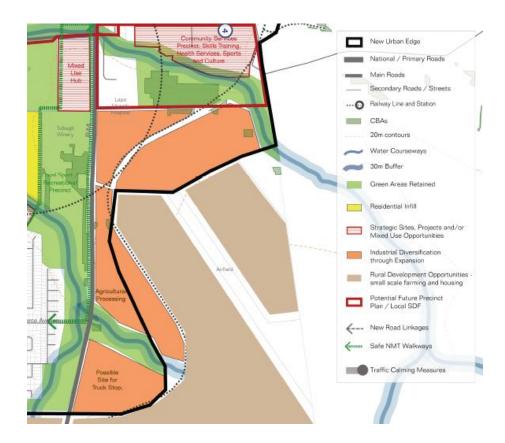
Therefore the primary use of the property will entail "industry use" as defined by the Bergrivier Municipality: Integrated Zoning Scheme By-Law.

Land use description: "industry" means a property used as a factory and in which an article or part of such article is made, manufactured, produced, built, assembled, compiled, printed, ornamented, processed, treated, adapted, repaired, renovated, rebuilt, altered, painted (including spray painting), polished, finished, cleaned, dyed, washed, broken up, disassembled, sorted, packed, chilled, frozen or stored in cold storage; including offices, caretaker's quarters, factory shop or other uses which are subservient and ancillary to the use of the property as a factory; and—

- (a) includes—
 - (i) an industrial hive;
 - (ii) funeral parlour;
 - (iii) service station;
 - (iv) transport usage;
 - (v) rooftop base telecommunication station;
 - (vi) freestanding base telecommunication station;
 - (vii) warehouse;
 - (viii) agricultural industry;
 - (iv) builders yard; and
- (b) does not include a noxious trade, scrap yard or risk activity."

2.3.6 Proposed Subdivision and Rezoning

This portion of Remainder Erf 1002, Porterville was earmarked for industrial development in the former Bergrivier MSDF, which was approved during 2013. After extensive consultation with stakeholders, the land was again earmarked for industrial development in the new 5 year Bergrivier Municipal Spatial Development Framework, 2019-2024 (Bergrivier MSDF).



It is evident that there are support for the redevelopment of this portion of Remainder Erf 1002, Porterville for industrial purposes and that the need exists for variety of industrial site sizes.

2.3.7 Site Development Plan

Hereunder a site development plan, still needs to be further developed, once the outcome of the Traffic Impact Statement/Study and Environmental Authorization have been obtained. The site development plan shows the proposed variety of industrial site sizes.

In terms of the site development plan Portion 1 is to obtain direct access/exit onto Trunk Road 23 Section 3 (TR23/3). An alternative access/exit is proposed from an existing gravel road to the North of Portion 1, which already link onto Trunk Road 23 Section 3 (TR23/3).

It is further proposed that Portions 2 to 6 obtain access/exit by means of a mutual access/exit point onto Trunk Road 23 Section 3 (TR23/3).



3. TERMS OF REFERENCE: TRAFFIC IMPACT STATEMENT/STUDY (TIS)

The TIS shall include, but not be limited to, the following:

3.1 Introduction:

- a) Description of study area.
- b) Description of proposed development, existing land uses.
- c) Location of proposed Access points.
- d) Identification of peak hours.

3.2 Base Traffic Conditions:

- a) Description of existing road network and intersections points.
- b) Counts during peak-impact hours.

3.3 Site Traffic Generation:

- a) Trip generation rates used and the source of these rates.
- b) Traffic generated during peak impact hours.

3.4 Site Traffic Distribution:

- a) Method used to distribute traffic.
- b) Table showing estimated traffic movements by direction.
- c) Discussion of method used for traffic assignment and assumptions for assignment of traffic to network.

3.5 Non-site Traffic Projections:

- a) Definition of design opening of proposed development.
- b) Identification of development in study area whose traffic is to be included in calculations.
- c) Adjustment of off-site through traffic volumes.

d) Assembling of off-site traffic forecast for design.

3.6 Traffic Assignments:

- a) Assignment of peak-period traffic to intersections and access points.
- b) Figures for existing peak impact traffic hours, site traffic and total traffic.
- c) Recommended access design.
- d) Future traffic conditions with/without project.
- e) Volume capacity analysis at identified intersections.

3.7 Transport Demand Management:

- a) Transport demand management plan and how it will be implemented.
- b) Mitigation measures to improve levels of service.

3.8 Review of Site Plan:

- Access and Egress arrangements connecting to the road network (arrangement layout drawings must be attached).
- b) Internal parking/loading dock supply adequacy.
- c) Recommended changes.

3.9 Recommendations and Conclusions of the Study

- a) Summary of study findings and proposed mitigation measures.
- b) Summary of proposals to ensure that the development is properly integrated with existing land use and transport infrastructure.

(The end product will be for Bergrivier Municipality and Bergrivier Municipality will be the sole owner of the finale end product of the TIS and a Word version of this report, with all supporting documents, must be provided to the Municipality.)

4. HEALTH AND SAFETY

- The consultant is responsible for providing the personal protective equipment of all workers, contractors and/ or sub-contractors.
- b) Standard safety equipment is required.
- c) The consultant to provide the Bergrivier Municipality Health and Safety Department with:
 - Health and Safety File for this proposed project/ activity, and
 - Certificate of proof of membership to the Compensation Commissioner.





DECLARATION OF INTEREST

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

	3.1	Full name of Bidder's representative
	3.2	Identity Number:
	3.3	Position occupied in the Company (director, manager, shareholder)
	3.4	Company Registration Number:
	3.5	Tax Reference Number
	3.6	VAT Registration Number
	3.7	The names of all directors / trustees / shareholders/ members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
	3.8	Are you presently in the service of the state?
		3.8.1lf yes, furnish particulars
1MSCI	M Pa	gulations: "in the service of the state" means to be –
		ember of –
	(i)	any municipal council; any provincial legislature; or
	(ii) (iii)	the national Assembly or the national Council of provinces;
(c) (d) (e)	an o an e mea an e	ember of the board of directors of any municipal entity; fficial of any municipality or municipal entity; mployee of any national or provincial department, national or provincial public entity or constitutional institution within the ning of the Public Finance Management Act, 1999 (Act No.1 of 1999); xecutive member of the accounting authority of any national or provincial public entity; or
² Sh	areh	mployee of Parliament or a provincial legislature. older" means a person who owns shares in the company and is actively involved in the management of the company or and exercises control over the company.
	3.9	Have you been in the service of the state for the past twelve months? YES/NO 3.9.1If yes, furnish particulars

.....

3.10 Do you have any relationship (family, friend, other) with persons

	in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
	3.10.1 If yes, furnish particulars.	
3.11	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
	3.11.1 If yes, furnish particulars	
3.12	Are any of the company's directors, trustees, managers, Principal shareholders or stakeholders in service of the state?	YES / NO
	3.12.1 If yes, furnish particulars.	
3.13	Are any spouse, child or parent of the company's directors trustees, managers, principal shareholders or stakeholders in service of the state?	YES / NO
	3.13.1 If yes, furnish particulars. Name of spouse/child/parent: ID number of spouse/child/parent Relationship to official Employer of spouse/child/parent. Designation of spouse/child/parent.	
3.14	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	YES / NO
	3.14.1 If yes, furnish particulars:	

1	Full details of dire	otoro / truotoco	/mambara/	charabaldara
4.	FUIL DEIAIIS OF OUR	:CIOIS / HUSIEES /	/ members /	Shareholders

Full Name	Identity Number	State Employee Number
Signature		Date
Capacity	 Nam	e of Bidder

NB. Failure to complete the above details will invalidate your offer.



MBD6.1

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included); and

1.2

- a) The value of this bid is estimated to <u>not exceed</u> R200 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. **DEFINITIONS**

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); as amended by Act No. 46 of 2013; (this was added by us)
- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"Functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
 - (i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis: **80/20**

$$Ps = 80 \left(1 - \frac{Pt - P \min}{P \min} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points	Number of points
	(90/10 system)	(80/20 system)

1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.	DECL	

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

6.	B-BBEE STATUS L	EVEL OF	CONTRIBUTOR	CLAIMED IN	I TERMS O	F PARAGRAPHS	1.4
	AND 4.1						

6.1	B-BBEE Status Level of Contributor:	=	 (maximum of	10 or 20	points'
0. 1	B BBEE Clatac Ecroi of Contributor.		 (IIIaxiiIIaIII oi	10 01 20	Ponto

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

7. SUB-CONTRACTING

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

(Tick applicable box)

-		
YES	NO	

7.1.1	If yes,	inc	licat	ļe:
<i>1</i>	ıı you,	1110	iioa	w.

i١	\ \What	nercentage of	f the contract w	ill be subcon	tracted	
٠,	vviiai	percentage or	tile contract w	III DE SUDCOIT	uacieu	

ii) The name of the Subcontractor.....

iii) The B-BBEE status level of the Subcontractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)					
YES		NO			

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

Designated Group: An EME or QSE which is at last 51% owned	EME	QSE
by:		$\sqrt{}$
Black people		
Black people who are youth		

Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8.	DECLARATION WITH REGARD TO COMPANY/FIRM			
8.1	Name of company/ firm:			
8.2	VAT Registration Number			
8.3	Company registration number			
8.4	TYPE OF COMPANY/ FIRM			
	 □ Partnership/Joint Venture / Consortium □ One person business/sole propriety □ Close corporation □ Company □ (Pty) Limited [TICK APPLICABLE BOX] 			
8.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES			
8.6	COMPANY CLASSIFICATION			
8.7	 Manufacturer Supplier Professional service provider Other service providers, e.g. transporter, etc. [TICK APPLICABLE BOX] MUNICIPAL INFORMATION 			
Munic	ipality where business is situated:			
Regis	tered Account Number:			
	Stand Number:			
8.8	Total number of years the company/firm has been in business			
8.9	I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify			

i) The information furnished is true and correct;

we acknowledge that:

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I /

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of

the purchaser that the claims are correct;

- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES 1	SIGNATURE(S) OF BIDDERS(S) NAME of SIGNATURES: DATE: ADDRESS



MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN BE FORMED.COMPLETING THIS PAGE OF THE MBD7.1 BY THE BIDDER DO NOT AUTOMATICALLY FORM A BINDING CONTRACT OR ANY AWARD. BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE.

PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) Bergrivier Municipality in accordance with the requirements and specifications stipulated in bid number 8/2/56-2019 (MN157/2019) at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid:
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s):
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)	
,	WITNESSES
CAPACITY	
	1
SIGNATURE	 •
NAME OF FIRM	2
NAME OF FIRM	 DATE:
DATE	DATE:



MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

numbe		IN157/2019) da	ted	for the s	ur bid under reference upply of goods/works
2. An offic	ial order indicating	delivery instruct	ions is forthco	ming.	
	ons of the contrac				ce with the terms and ce accompanied by the
ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
Quotation 8/2/56-2019 MN157-2019 Conduct a TIS	R	As per attached specifications		LEVEL	N/A
5. I confirm	m that I am duly aum that authorizing das the legislative	this contract that		ich is part of this doc	cument) is activated and
SIGNED AT	PIKETBERG	iON			
NAME (PRINT)				
SIGNATURE					
OFFICIAL STA	MP		WIT	NESSES	
			1.		

2.



MBD8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes	No

4.2.1	If so, furnish particulars:			
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?			
4.3.1	If so, furnish particulars:			
Item	Question		Yes	No
4.4	Does the <u>bidder or any of its directors</u> owe any municipal rates and to the municipality / municipal entity, or to any other municipality arrears for more than three months? (attached copy of paymer account)	/ municipal entity, that is in	Yes	No
4.4.1	If so, furnish particulars:			
4.5	Was any contract between the bidder and the munic entity or any other organ of state terminated during on account of failure to perform on or comply with	the past five years	Yes	No 🗌
4.7.1	If so, furnish particulars:			
	CERTIFICATION IDERSIGNED (FULL NAME IN PRINT)		E AND	CODDECT
	THAT THE INFORMATION FURNISHED ON THIS DECLA T THAT, IN ADDITION TO CANCELLATION OF A CONTI			
	THIS DECLARATION PROVE TO BE FALSE.	RACI, ACTION MAT BE	. IANL	N AGAINST IV
Sig	jnature E	Date		
Pos	sition Na	me of Bidder		

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

JULY 2010

THE NATIONAL TREASURY: Republic of South Africa

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GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. Definitions

- 1. The following terms must be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the

supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

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- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified

service(s) to the State.

- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions must apply.

THE NATIONAL TREASURY: Republic of South Africa

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser must not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

4.1 The goods supplied must conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

5.1 The supplier must not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any

such employed person must be made in confidence and must extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier must not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 must remain the property of the purchaser and must be

returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier must permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier must indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

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7. Performance Security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder must furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security must be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security must be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and must be in one of the following forms:
 - a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises must be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections must be carried out, the purchaser must itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses

must be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses must be defrayed by the supplier.

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- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods must be held at the cost and risk of the supplier who must, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods must be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 must not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier must provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing must be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size
 - weights must take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages must comply strictly with such special requirements as must be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and Documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, must be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

11.1 The goods supplied under the contract must be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

THE NATIONAL TREASURY: Republic of South Africa

12. Transportation 12.1 Should a price other than an all-inclusive delivered price be required, this must be specified.

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
 - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service must not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, must be agreed upon in advance by the parties and must not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election must not relieve the supplier of any warranty obligations under the contract; and:
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract must have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty must remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the

- contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser must promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier must, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract must be specified.
- 16.2 The supplier must furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments must be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY: Republic of South Africa

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract must not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation Orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

19.1 The supplier must not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier must notify the purchaser in writing of all subcontracts awarded under this contracts if not already

specified in the bid. Such notification, in the original bid or later, must not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services must be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier must promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser must evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension must be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

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- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations must render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser must, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser must, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to

GCC Clause 21.2:

- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier must be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier must continue performance of the contract to the extent not terminated.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters.

When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

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24.1

24. Antidumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference must on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier must not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier must promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier must continue to perform its obligations under the contract as far as is reasonably practical, and must seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties must make every effort to resolve amicably such dispute or difference by mutual consultation.

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- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
 - (a) the parties must continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser must pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) the supplier must not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion must not apply to any obligation of the supplier to pay penalties
 - and/or damages to the purchaser; and
 the aggregate liability of the supplier to the purchaser,
 whether under the contract, in tort or otherwise, must not
 exceed the total contract price, provided that this limitation
 must not apply to the cost of repairing or replacing defective
 equipment.
- 29. Governing Language
- 29.1 The contract must be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties must also be written in English.
- 30. Applicable Law
- 30.1 The contract must be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices
- 31.1 Every written acceptance of a bid must be posted to the supplier concerned by registered or certified mail and any other notice to him must be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting must be deemed to be proper service of such notice.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, must be reckoned from the date of posting of such notice.

32. Taxes and Duties

- 32.1 A foreign supplier must be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier must be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract must be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract must be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of Contracts

33.1 The contractor must not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof must be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary must be in writing, must also be in writing.

35. Prohibition of Restrictive practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 1998, as amended, an agreement between, or concerted practice By, firms, or a decision by an association of firms, is prohibited if it Is between parties in a horizontal relationship and if a bidder(s) is / Are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with The public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractors(s) concerned.



MBD9

CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 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 prohibition meaning that it cannot be justified under any grounds.
- Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 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.
- In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

FQ 8/2/56-2019 (MN157/2019)

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 *I* or services for purchasers who wish to acquire goods and *I* or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



MBD9

CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying documentation:

FQ 8/2/56-2019 MN157-2019: CONDUCT A TRAFFIC IMPACT STATEMENT/STUDY ON THE PROPOSED DEVELOPMENT OF A PORTION OF REMAINDER ERF 1002 IN PORTERVILLE

Written quotation and Description

in response to the invitation for the bid/written quotation/formal quotation made by:

BERGRIVIER MUNICIPALITY	BER	\GRI\	/IER	MUNI	CIPA	LITY
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DEITORIVIER MOTHON / LETT	
do hereby make the following statements that I certify to be true and complete in	n every respect:
I certify, on behalf of:	that:

(Name of Bidder/Contractor)

- 1. I have read and I understand the contents of this Certificate;
- 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" must 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
 - 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.
- The contractor has arrived at the accompanying proposal 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.

- 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 proposal;
 - e) the submission of a proposal which does not meet the specifications and conditions of the proposal; or
 - f) propose with the intention not to win the bid/formal quotation/written quotation.
- 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 invitation relates.
- 9 The terms of the accompanying bid/formal quotation/written quotation have not been, and will not be, disclosed by the contractor, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

Signature	Date		
Position	Name of Contractor		



CHECK LIST FOR COMPLETENESS OF BID DOCUMENT 8/2/56-2019 (MN157/2019)

The bidder must ensure that the following checklist is completed, that the necessary documentation is attached to this bid document and that all declarations are signed:

Non adherence to this checklist will invalidate your offer!

*Mark with "X" where applicable

Iter	ns to	o be checked	Yes	No	Comments
1.		Completed and signed all pages containing the details of bidder			
2.		Valid and original tax clearance certificate attached to bid document or submitted the TCS PIN NUMBER Was the MAAA NR of CSD quoted on page 3			
3.		Adhered to the pricing instructions (MBD 3.1)			
4.		Completed and signed declaration of interest (MBD 4)			
5.		Was all the Directors/Shareholders ID no's. quoted on MBD4			
6.		Preference points claimed and signed declarations (MBD 6.1 where applicable)			
	7.	Signed MBD 7.1 where applicable.			
	8.	Signed declaration of bidder's past supply chain management practices (MBD 8)			
	9.	Prohibition of Restrictive Practices (MBD 9) be completed and signed			
9.		A certified copy or original BBBEE certificate			
10.		Latest municipal account of the bidder and its directors must be			
		ached If the bidder is not responsible for the payment of			
		nicipal rates and/ services, details in support of this must be			
		ached to this bid document e.g. Lease agreement/ AFFADAVIT of			
44		property.			
11.	Bid	der initialed all the pages at the footnote as required in the document.			

I, THE UNDERSIGNED (FULL NAME IN PRINT) CERTIFY THAT THE INFORMATION FURNISHED O	ON THIS CHECK LIST IS TRUE AND CORRECT.
Signature	Date
Position	Name

CERTIFICATION



BERGRIVIER

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

SUPPLY CHAIN MANAGEMENT

Enquiries: Mr. I. Saunders Ref: 6/1/1 Tel: (022)913 6000 E-mail: saundersl@bergmun.org.za

All Service Providers (SP's) and potential bidders

Dear Sir/Madam

Incomplete documentation in terms of bidding processes.

With reference to the judgment of the Supreme Court of Appeal case number 937/2012 Dr JS Moroka Municipality vs. Bertram (PTY) Limited 2013 JDR 2728 SCA the following:

"In our view the judgment supports the proposition that a Municipality determines the requirements for a valid tender and a failure to comply with the prescribed conditions of tender will result in such tender being disqualified as it would not be an 'acceptable tender' as defined in the Preferential Procurement Policy Framework Act 5 of 2000 unless the prescribed conditions are immaterial, unreasonable or unconstitutional.

Therefore, provided that the relevant tender document makes provision for <u>an original tax clearance certificate</u> <u>and/or any other certificates/documents</u> as a prescribed minimum prerequisite and/or peremptory requirement in order for such tender to be considered an 'acceptable tender' and to pass the threshold requirement for consideration and evaluation, and a tenderer fails to provide same, the Municipality would be within its rights to disqualify such tender/tenderer."

Therefore BERGRIVIER Municipality will with immediate effect exclude all offers from bidders if the required documentation is not handed in/or attached with the original bidding documents.

Adv. Hanlie Linde **Municipal Manager**

19 August 2019

Fax: (022)913 1380