**QUOTATION 8/2/62-2026 / MN267-2026**

**APPOINTMENT OF A SERVICE PROVIDER TO REBUILD A DAMAGED SECTION OF THE EASTERN WALL AT THE STYWELYNE RESORT IN VELDDRIF**

**FQ DOCUMENT**

| | | | |
|---|---|---|---|
| **NAME OF BIDDER:** | | | |
| **QUOTATION AMOUNT:** | | | |
| **B-BBEE LEVEL:** | | | |
| **MUNICIPAL AREA:** | | | |
| **PLEASE REFER TO PAGE 70 AND TICK AS APPROPRIATE: SMME** | **MICRO** | **SMALL** | **MEDIUM** |

# BERGRIVIER MUNICIPALITY

## QUOTATION 8/2/62-2026 MN267-2026 REBUILDING OF A DAMAGED SECTION OF THE EASTERN WALL AT THE STYWELYNE RESORT IN VELDDRIF

**QUOTATIONS** are hereby requested from competent and experienced service providers to rebuild a damaged section of the eastern wall at the Stywelyne Resort in Velddrif. . **It is estimated that bidders should have a CIDB grading of 1GB or higher and must provide valid proof thereof.** CIDB registration shall be valid on the date of tender submission.

Quotations in sealed envelopes clearly marked **"Quotation 8/2/62-2026 MN267-2026: Rebuilding of a damaged section of the eastern wall at the Stywelyne Resort in Velddrif"** must be deposited in the tender box at the Municipal Offices, 13 Church Street, Piketberg before **12:00 on Thursday, 10 December 2026**, when quotations will be opened in public. **Bids addressed to any municipal official in his/her personal capacity will not be considered and will immediately be disqualified. It is the bidder's responsibility to make sure that bids are being placed in the tender box by courier companies. The Municipality will not be held accountable for any bids not being placed in the tender box by courier companies.**

Quotation documents that contain the minimum requirements are available on Bergrivier Municipality's website **(www.bergmun.org.za)** or a hard copy from Mr. Coellin Julius at tel. no. 022 913 6000 or e-mail **juliusc@bergmun.org.za** during normal office hours at a quotation fee of **R70.00** payable to the Municipality. All technical enquiries can be addressed to Mr. David Carolissen at tel. no. 022 913 6000 or email: **carolissend@bergmun.org.za.**

Quotations must be valid and binding for one hundred and twenty **(120)** days after closing date.

A compulsory clarification meeting will be held on **Tuesday, 01 December 2026** at **11h00** at the **Stywelyne Beach Resort, Velddrif, 7365**. Doors will be closing promptly at **11h10** and no entry allowed after specified time.

Quotations will be evaluated according to Council's Supply Chain Management Policy. It is thus compulsory to complete the Preferential Points claim form of the Preferential Procurement Regulations in order to qualify for preference points of 80 points for price, 10 points for specific participation goals and 10 points for BBBEE. **Prices must include VAT.**

Bidders must be registered as a prospective supplier on National Treasury's Central Supplier Database (CSD). The Tax Compliance Status (TCS) Pin and Centralized Suppliers Database (CSD) Registration Number must be submitted together with the bid. Failure to submit a Tax Compliance Status /TCS Pin/CSD registration number may result in the invalidation of the bid. **Bidders must submit an originally certified B-BBEE Certificate / originally certified B-BBEE Sworn Affidavit**. **Failure to submit aforementioned will not render your bid non-responsive, but the bidder will score 0 points for B-BBEE.**

Only bids completed in **black handwritten ink** on the original Bid documentation will be accepted. Late, incomplete or quotations received by fax or via email 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. If prices offered are cost effective Council reserves the right to procure more items to take financial advantage thereof.

**MUNICIPAL OFFICES**
**13 CHURCH STREET**
**P.O BOX 60**
**PIKETBERG**
**7320**

**ADV. HANLIE LINDE**
**MUNICIPAL MANAGER**

**MN267-2026**

**20 November 2026**

# BERGRIVIER MUNISIPALITEIT

## KWOTASIE 8/2/62-2026 / MK267-2026: HERBOU VAN 'N BESKADIGDE GEDEELTE VAN DIE OOSTELIKE MUUR BY DIE STYWELYNE-OORD IN VELDDRIF

**Kwotasies** word hiermee aangevra vanaf bekwame en ervare diensverskaffers vir die herbou van 'n beskadigde gedeelte van die oostelike muur by die Stywelyne-oord in Velddrif. **Daar word beraam dat tenderaars 'n CIDB-gradering van 1GB of hoër moet hê en geldige bewys daarvan moet verskaf.** CIDB-registrasie moet geldig wees op die datum van indiening.

Kwotasies in verseëlde koeverte en duidelik buite op gemerk **"Kwotasie 8/2/62-2026 / MK267-2026: Herbou van 'n beskadigde gedeelte van die oostelike muur by die Stywelyne-oord in Velddrif"** moet in die tenderbus by die Munisipale Kantore, Kerkstraat 13, Piketberg geplaas word teen nie later nie as **12:00 op Donderdag, 10 Desember 2026,** waarna kwotasies in die openbaar oopgemaak sal word. **'n Bod dokument wat aan enige munisipale amptenaar in sy/haar persoonlike hoedanigheid gerig word, sal nie oorweeg word nie en sal onmiddellik gediskwalifiseer word. Dit is die diensverskaffer se verantwoordelikheid om seker te maak dat 'n Bod dokument deur die koerier maatskappye in die tenderbus geplaas word. Die Munisipaliteit sal nie aanspreeklik gehou word vir enige Bod dokument wat nie deur die koerier maatskappye in die tenderbus geplaas word nie.**

Dokumente en spesifikasies wat die minimum vereistes bevat, is verkrygbaar op Bergrivier Munisipaliteit se webtuiste **(www.bergmun.org.za)** teen geen ekstra fooi of 'n harde kopie by Mr. Coellin Julius by tel. no. 022 913 6036 of e-pos **juliusc@bergmun.org.za** gedurende normale kantoor ure, teen 'n kwotasiefooi van **R70.00** betaalbaar aan die Munisipaliteit. Alle tegniese navrae moet gerig word aan Me. David Carolissen by tel. no. 022 913 6000 of per e-pos: **carolissend@bergmun.org.za.**

Kwotasies is geldig en bindend vir een honderd en twintig **(120)** dae na sluitingsdatum.

n Verpligte terreinvergadering is geskeduleer vir **Dinsdag, 01 Desember 2026,** by die **Stywelyne Strandoord in Velddrif, 7365.** Deure sal oopmaak **11h00 en sluit 11h10.** Toegang gaan geweier word na die spesifieke tyd.

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 van 80 punte vir prys, 10 punte vir spesifieke deelname doelwitte en 10 punte vir BBBEE. **Pryse moet BTW insluit.**

Verskaffers moet geregistreer wees as 'n voornemende verskaffer op Nasionale tesourie se Sentrale Databasis Basis (SDB). Die Belasting ooreenstemmende status Pin en 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. **Diensverskaffers moet 'n oorspronklik gesertifiseerde B-BBEE-sertifikaat / oorspronklik gesertifiseerde B-BBEE-beëdigde verklaring indien. Versuim om bogenoemde in te dien, sal nie jou bod onbruikbaar maak nie, maar die diensverskaffer sal 0 punte vir B-BBEE behaal**.

Slegs kwotasies wat in **swart handgeskrewe ink** voltooi is op die oorspronklike dokumentasie sal aanvaar word. Laat, onvolledige kwotasies of kwotasies wat per faks of per e-pos 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**

**MK267-2026**

**20 November 2026**

# BERGRIVIER MUNICIPALITY

**SUPPLY CHAIN MANAGEMENT**
**REQUEST FOR FORMAL QUOTATIONS**

## FQ 8/2/62-2026 MN267-2026 REBUILDING OF A DAMAGED SECTION OF THE EASTERN WALL AT THE STYWELYNE RESORT IN VELDDRIF

**Notice** is hereby given that quotations are invited from service providers to rebuild a damaged section of the eastern wall at the Stywelyne Resort in Velddrif.

**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 R70.00 per document is payable to BERGRIVIER Municipality if collecting a hard copy, during office hours, from the Supply Chain Management Unit, BERGRIVIER Municipality,** 13 **Kerk Street, Piketberg, 7320.**

Any specification / administration enquiries can be directed to Mr. David Carolissen at tel. no. 022 913 6000 / email: carolissend@bergmun.org.za and any Supply Chain Management (SCM) enquiries may be directed to Mr. C. Julius at tel. 022 913 6121 / email address juliusc@bergmun.org.za.

Sealed bids with the Bidder's name, address and the endorsement **"FQ 8.2.62-2026 MN267-2026: Rebuilding of a damaged section of the eastern wall at the Stywelyne Resort in Velddrif"** on the envelope, must be placed in the bid box situated at the Bergrivier Municipality, 13 Kerk Street, Piketberg or posted to Bergrivier Municipality, PO Box 60, Piketberg, 7320 not later than **Thursday, 10 December 2026 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.

*By submitting an offer as well as participating in SCM processes I hereby warrant that I provide my information voluntarily, for the purposes of participating in this procurement process, and that I understand that this information will be processed, stored and even shared with third parties, if and when required, including for adjudication, verification and auditing purposes, and hereby, with my signature provide my consent to that effect.*

Framework Act and the Preferential Procurement Regulations, 2022.

The 80/20 points system will be applicable.

| | |
|---|---|
| PRICE | **80** |
| B-BBEE STATUS LEVEL OF CONTRIBUTION | **10** |
| LOCALITY | **10** |
| TOTAL POINTS FOR PRICE, B-BBEE & LOCALITY | **100** |

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

Municipal Manager
Bergrivier Municipality.

# BERGRIVIER MUNICIPALITY

**Administrative enquiries:** **C. Julius** **Ref: 8/2/62-2026** **Tel: (022)-913 6000** **Fax: (022) 913 1380**
**E-mail: juliusc@bergmun.org.za**

Mr/Mrs
Dear Sir / Madam

**FQ: REQUEST FOR WRITTEN PRICE QUOTATIONS:**

**FQ 8/2/62-2026 MN267-2026 REBUILDING OF A DAMAGED SECTION OF THE EASTERN WALL AT THE STYWELYNE RESORT IN VELDDRIF**

This formal quotation must be deposited in the bid box at the Municipal Offices, Kerk Street, and Piketberg no later than **Thursday, 10 December 2026 @ 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 one hundred and twenty (120) days from date of your offer.
- Price(s) quoted must be **fixed** and **must be inclusive of VAT**.
- 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, MBD10 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, 2022, 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……

CELLPHONE NUMBER ……

FACSIMILE NUMBER CODE ……NUMBER……

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 BEEN SUBMITTED? (MBD 6.1): **YES/NO**

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) □

A SWORN AFFIDAVIT □

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE. **NOTE A CERTIFIED COPY OR ORIGINAL IS COMPULSORY)**

**Recent municipal account of company (not older than 90 days) MUST be attached.**

**Recent municipal accounts of all the Directors/Shareholders - MUST be attached.**

**IF LEASING/RENTING/LODGING – ATTACHED LATEST VALID COPY OF AGREEMENT.**

**IF NO PROPERTY REGISTERED IN YOUR NAME SUBMIT AN AFFIDAVIT CONFIRMING THIS. COPY OF AFFIDAVIT IS AVAILABLE ON REQUEST FROM THE SCM UNIT.**

SIGNATURE OF SERVICE PROVIDER …… DATE ……..

CAPACITY UNDER WHICH THIS PROPOSAL IS SIGNED ……

Yours faithfully

**Adv. Hanlie Linde**
**MUNICIPAL MANAGER**

**Date: 20 November 2026**

# BERGRIVIER MUNICIPALITY

| ANNEXURES & TITLE | FORM NO. |
|---|---|
| 1.1 Covering letter – Invitation to bid | |
| 1.2 Pricing schedule – Fixed prices | MBD 1 |
| 1.3 Declaration of Interests | MBD |
| 1.4 BBBEE | 3.2 |
| 1.5 Contract form – Purchase of goods/works | MBD 4 |
| 1.6 Declaration of Bidders past Supply Chain Management Practises | MBD |
| 1.7 Certificate of independent proposal determination | 6.1 |
| 1.8 Certificate for Payment of Municipal Services | MBD |
| 1.9 General Contract Conditions | 7.1 |
| | MBD 8 |
| **ADDENDUM** | MBD 9 |
| | MBD 10 |
| 1. Check list | GCC |
| | BM 1 |

# BERGRIVIER MUNICIPALITY

BM 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 written 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.

# BERGRIVIER MUNICIPALITY

**MBD 1**

## PART A
## INVITATION TO BID

| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)** | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | Q8/2/62-2026 MN267-2026 | CLOSING DATE: | 10 DECEMBER 2026 | CLOSING TIME: | 12:00 |
| DESCRIPTION | APPOINTMENT OF A SERVICE PROVIDER TO REBUILD A DAMAGED SECTION OF THE EASTERN WALL AT THE STYWELYNE RESORT IN VELDDRIF | | | | |
| **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).** | | | | | |

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID
BOX SITUATED AT *(STREET ADDRESS*

| |
|---|
| **13 Kerk Street** |
| **Piketberg** |
| **7320** |
| |
| |

| **SUPPLIER INFORMATION** | | | | | |
|---|---|---|---|---|---|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | | **OR** | CSD No: | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | ☐ Yes ☐ No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | ☐ Yes ☐ No | |

***[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]***

| | | | |
|---|---|---|---|
| ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?** | ☐Yes ☐No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?** | ☐Yes ☐No [IF YES, ANSWER PART B:3 ] |
| **TOTAL NUMBER OF ITEMS OFFERED** | | **TOTAL BID PRICE** | **R** |
| **SIGNATURE OF BIDDER** | …… | **DATE** | |
| **CAPACITY UNDER WHICH THIS BID IS SIGNED** | | | |

| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:** | | **TECHNICAL INFORMATION MAY BE DIRECTED TO:** | |
|---|---|---|---|
| DEPARTMENT | SCM | CONTACT PERSON | David Carolissen |
| CONTACT PERSON | Coellin Julius | TELEPHONE NUMBER | 022-913-6000 |
| TELEPHONE NUMBER | 022-913-6121 | FACSIMILE NUMBER | - |
| FACSIMILE NUMBER | - | E-MAIL ADDRESS | carolissend@bergmun.org.za |
| E-MAIL ADDRESS | juliusc@bergmun.org.za | | |

# PART B
# TERMS AND CONDITIONS FOR BIDDING

**1. BID SUBMISSION:**

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

| | | |
|---|---|---|
| 3.1. | IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ YES ☐ NO |
| 3.2. | DOES THE ENTITY HAVE A BRANCH IN THE RSA? | ☐ YES ☐ NO |
| 3.3. | DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES ☐ NO |
| 3.4. | DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES ☐ NO |
| 3.5. | IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | ☐ YES ☐ NO |

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID**.
**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……..

# BERGRIVIER MUNICIPALITY

**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: **8/2/62-2026** |
| Closing Time: **12h00** | Closing Date: **10 December 2026** |

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF OFFER

| ITEM | QTY | DESCRIPTION | QUOTATION PRICE IN RSA CURRENCY (INCLUDING VAT) |
|---|---|---|---|

Required by: BERGRIVIER Municipality

**Refer to pricing schedule on pages 16 -17.**

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/upward adjust the scope of work/ quantity required to stay within its budget. Don't add VAT if you are not registered with SARS.**

# Munisipaliteit **BERGRIVIER** Municipality

*Directorate Community Services*

**FORMAL QUOTATION: REBUILDING OF A DAMAGED SECTION OF THE EASTERN WALL AT STYWELYNE RESORT IN VELDDRIF**

**Attention:**

Mr D Carolissen
Manager: Community Facilities
Bergrivier Municipality
PO Box 60
**PIKETBERG**
7320

I, the undersigned, …… (Full Names)

in my capacity as …….. (if applicable)

of …… (if applicable)

Present to provide service at the following amount and subject to the conditions and specifications as set out below.

Formal quotations are hereby requested from experienced and duly registered contractors, with a CIDB grading of 1GB. The detailed scope of the works will be clarified to prospective bidders at a **compulsory site meeting to be held on 01 December 2026, at Stywelyne Resort at 11:00.** People arriving more than 10 minutes late will not be allowed into the meeting. Please note that the Municipality prefers that senior company staff members, or Project Managers of the company attend the compulsory clarification meeting as the specifications and the scope of works will be discussed in detail, along with the execution phase, expectations and possible amendments. It remains the bidder's responsibility to familiarize themselves with and fully understand the bid specifications, to be able to submit a responsive bid.

## 1. GENERAL CONDITIONS

The approved building plans will be supplied by the municipality, and the works must be executed in accordance with these plans. The work includes the supply of all labour, equipment, transport and all other requirements required to complete the works**. It is required from the bidders to visit the site to confirm / verify all levels, dimensions, heights, requirements and limitations and the scope of works. No claims for misunderstanding the scope of works will be entertained by the Municipality.** The bidder must make himself fully aware of the client's requirements, all aspects of the works and condition of any structures, as no additional claims for extra work will be allowed. The bidder must verify the existence of any underground municipal services (if any) with the Engineering Department at the Velddrif Municipal Offices, and any damages arising from performing the building works under this assignment will be for the account of the bidder.

The bidder must submit the following by the closing date:

**a) The Construction Manager's/Site Agent's appointment and proof of competency. The Construction Manager or Site Agent must hold an accredited NQF 6, or higher, level of qualification related to the building and construction industry. In South Africa, the National Qualifications Framework (NQF) Level 6 is a qualification that includes advanced certificates and higher education diplomas. It indicates a level of advanced practical skills and knowledge in a specific field, building on foundational education. In addition to the NQF 6, the proposed Construction Manager or Site Agent must have a minimum of 5 years of relevant experience with at least 3 similar projects in his career. Proof of the qualifications and experience of the Construction Manager must be submitted with the bid document.**

All the work must be comprehensively insured by the Contractor against all risks for the full contract period, at a duly registered insurance company which has been in existence for at least the last 10 years, to the satisfaction of the municipality, in its sole and exclusive discretion, within 7 days after an appointment confirmation letter has been received and until the works completion date, when the works will be transferred to Bergrivier Municipality. In addition, comprehensive public liability cover in the amount of R5 million must be submitted within 7 days after appointment. The non-submission of these documents within 7 days of receiving the notification of an award will be a material breach on the part of the contractor and will render the award automatically null and void. **Within 7 days after appointment, the contractor must also submit to the municipality:**

**i) Project specific Method Statement and Risk Assessment/s based on the preliminary program and bill of quantities.**

**ii) A project specific CHS Organogram.**

**iii) The OHS Act Section 16(1) and 16(2) Assignments including board resolutions confirming the appointments.**

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any bid and the bidder shall be deemed to have:

a) Inspected the Contract Drawings and read and fully understood the Conditions of Contract.

b) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.

c) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby. requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

d) Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

A specified bid is required, and no deposit is payable on acceptance of the tender. The bidder must note that the work should be completed within 3 weeks after the appointment date and the Contractor must start work within ten (10) days of the appointment date (save for any indulgences allowed for in the sole and exclusive discretion of the municipality). Immediately after appointment, the contractor must submit a construction schedule indicating the projected start and completion date for this project, within the abovementioned parameters. This schedule must be approved by the representative of the municipality before any work on site can commence. The failure of this construction schedule within the required time will lead to the disqualification of the bidder. All material that is replaced and/or removed, remain the property of the Municipality and must be moved to the storage area. After completion of the work all surplus waste must be removed to the dumping site for the costs of the successful bidder. The working site must be left in a neat and tidy state, before a completion certificate can be issued.

## 2. PRICING

The prices and rates to be inserted in the pricing table are to be fully inclusive prices for the work, VAT included, for those that is VAT registered. Such prices shall cover all costs and expenses that may be required in and for the construction and supply of the units, and shall cover all preliminaries, profits, general risks, liabilities and obligations set forth or implied in the documents on which the bid is based. It must also include the manufacturer's standard warranty, and all relevant certificates must be submitted pursuant to delivery and installation. The municipality may require the submission of "shop drawings" which are drawings, diagrams, illustrations, schedules, performance charts, brochures, operating manuals and other data which are prepared by the contractor or any subcontractor, manufacturer, supplier or distributor and which illustrate some portion of the works. If required, the contractor must ensure its timeous submission, so that the construction program is not compromised. These drawings (if and when required) will be for the expense of the contractor, and must be submitted to the municipality for approval, before installation or construction can occur. Shops drawings might have to be prepared to show all details of installations, including reticulation, fixing of components and assemblies. The municipality also requires that, where applicable, an as-built drawing be submitted by the contractor, indicating the position of constructions breaks, the

extent of individual concrete pours and any other amendment agreed to on the plans/drawings for purposes of record keeping.

## 3. BID VALIDITY

Bid prices must be valid for at least **120 days** after the closing date of the quotation.

## 4. TECHNICAL SPECIFICATIONS

The work will be done according to the drawings to be provided by the municipality. The municipality does not guarantee any measures given, and the contractor must verify all measurements and dimensions before submitting their bids. The successful bidder will have to do work on a private property adjacent to the resort. Therefore, the property of the adjacent neighbor must be protected, by way of deck boards, plastic sheeting, etc, which will be pointed out at the site briefing. Where damage occurs to the property of the municipality or the neighbour, it must be made good by the contractor at his/her costs.

Before site hand-over, and within 7 days after receiving an official appointment letter, the contractor must submit a construction schedule for the approval of the Project Manager. Work must be completed strictly in accordance with the approved construction schedule, save for any indulgences and deviations approved by the Project Manager. The extent of the site and area of work will be pointed out to the contractor by the representative of the municipality. The municipality does not take any responsibility for any losses suffered by the contractor in establishing the site for construction purposes, due to any discrepancies in the cadastral data under the control of the municipality, and the contractor will not use the site for any other purpose than that of carrying out the works under this contract. Access to the site shall be restricted and carefully managed by the contractor and the municipality will be indemnified against any losses suffered by the contractor, its staff or it agents, or by any third party, of whatsoever nature due to the site being under the control and authority of the contractor.

It must also be noted that the site is a working beach resort, which is used by members of the public on a daily basis. As a result, extra care must be taken to guarantee the safety of users of the resort. The contractor must also take extra care to mitigate the generation of dust and noise, with screening and other appropriate measures where needed. Dirt and rubble cannot accumulate on the site and must be removed immediately by the contractor at their cost. Provision for this must therefor be made in their pricing.

There will be parking limitations on the site, and the representative of the municipality will point this out to the contractor at site establishment, and during the construction process, and any reasonable instruction by the municipality in this regard must be adhered to.

Only delays which affect the critical path of the construction in terms of the approved construction program submitted by the contractor will be considered by the municipality, for purposes of the revision of the date for practical completion. On practical completion, the contractor must hand over instruction manuals, certificates, product guarantees, manufacturer's instructions etc., in respect of the following (where applicable), in conjunction with (or apart) from any documentation that might be requested to demonstrate conformance to SANS guidelines.

Also, bidders must note that a provisional sum will be provided for in the pricing schedule. Kindly note that the provisional sum will make allowance for unforeseen expenses, where these arise. Such expenses cannot be incurred without the express, prior written approval of the municipality.

Bidders must make provision for their own services such as water and electricity.

## 5. PRICING SCHEDULE

**Bidders must provide pricing for the individual items listed above, failing which could lead to the disqualification of a bid. Kindly note that the municipality reserves the right to replace, amend, withdraw or supplement the specifications, and to award the job either in part or as a whole. It must also be noted that the scope of works can be reduced, based on the available funding.**

| NR | DESCRIPTION | AMOUNT |
|---|---|---|
| 1 | **Demolition of a 40m section of the wall (labour only)** | R |
| 2 | **Demolition of the existing foundation (labour only)** | R |
| 3 | **Cast reinforced foundation (labour only)** | R |
| 4 | **Built Wall with Piers (labour only)** | R |
| 5 | **Notice Boards & Warning Signs** | R |
| 6 | **Legal compliance (OHSA), Insurance & Guarantees** | R |
| 7 | **Security (PSIRA registered guards only – for times when construction workers will not be on site, for the full duration of the period)** | R |
| 8 | **Backfilling compacted complete (Testing where needed)** | R |
| 9 | **Plastering** | |

| | | |
|---|---|---|
| | • **one layer of cement on brickwork complete** | R |
| 10 | **Painting and Finishing**<br>• **walls with one coat primer and two coats finishing** | R |
| 11 | **Cleaning of Site and removal of rubble** | R |
| 12 | **Provisional Sum (Contingencies)*** | **R30 000,00** |
| 13 | **VAT (15%)** | R |
| 14 | **TOTAL BID PRICE*** | **R** |

*The contract value shall not be adjusted

## 6. ADDITIONAL CONDITIONS

The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za. Work carried out under this Contract, must conform to the South African National Standards.

The following general conditions of contract must also be noted by the contractor;

- It is the responsibility of the Contractor to have knowledge of the extent and nature of the work and materials required for carrying out the completion of the works before submitting his tender.
- The Contractor shall take instructions only from the Employer's Agent, the Employer's Agent's Representative.
- In order to carry out and complete the Works the Contractor shall employ on the site only such persons that are careful, competent and efficient in their various trades and professions.
- The Contractor shall provide all necessary supervision while carrying out the Works.
- On Completion of the Works the Contractor shall clear away and remove from the Site all Construction Equipment, surplus material, rubble and Temporary Works.
- The quality of plants, workmanship and materials must be suitable for the purposes intended, to the satisfaction of the municipality, and all work will carry the standard industry guarantees.
- At completion of the works, adequate notice must be given to the municipality for inspection purposes, before an invoice can be submitted or signed off. **Kindly note that**

**progress payments for the completion of sub-tasks could be considered at the prerogative of the Project Manager. However the completion of milestones as per the approved project-schedule is not contingent on the payment of progress payments, and the contractor hereby warrants that they have the financial resources and capacity to complete this project without any reliance on progress payments at all. Should it become clear at any stage during the duration of this agreement that the contractor is incapable of finishing the assignment in the absence of progress payments, or if the contractor demonstrates or express a reliance on such payments, this contract will be cancelled at the sole and exclusive discretion of the municipality, and the contractor will be held liable for all costs associated with such cancellation.**

- The Contractor must comply with, and must ensure that its employees and visitors comply with, all relevant and applicable laws, codes, standards, guidelines, rules, policies and procedures relating to health and safety in the work-place.
- Before carrying out any work at the municipal premises, the Contractor must identify any foreseeable hazards associated with the place of work and the work to be carried out by the Contractor, that has the potential to harm the health or safety of any person, assess the risk of harm to the health or safety of any person arising from any hazard identified, and
- Eliminate any reasonably foreseeable risk to the health or safety of any person arising from any hazard identified or, if it is not reasonably practicable to eliminate the risk, develop measures or procedures to effectively control the risk.
- The Contractor must ensure that each employee has the necessary skills, knowledge, qualifications, training, competence and experience, to carry out the work, including qualifications, certification and competencies required under the OHS Act 85 0f 1993 and the OHS Regulations.
- The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times.
- Work must be performed on time and with the appropriate quality to the satisfaction of the Project Manager, and the late completion of a sub-task (as per the approved job schedule), or the job as a whole will attract a penalty **of R2 500,00 per day**.
- **No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature.**
- **However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 29.4.**
- **The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.**

| | |
|---|---|
| **January** | 2 |
| **February** | 3 |
| **March** | 2 |
| **April** | 2 |
| **May** | 3 |
| **June** | 3 |
| **July** | 4 |
| **August** | 3 |
| **September** | 2 |
| **October** | 3 |
| **November** | 2 |
| **December** | 2 |

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained. Where work shall be delayed or suspended due to the operational requirement of the resort, it shall be communicated in writing and no penalties shall apply.

## 7. LABOUR COMPONENT: ADDITIONAL CONDITIONS OF CONTRACT

### 7.1 PERFORMANCE OF THE WORK

The contractor shall supply sufficient, suitable labour to execute the work in accordance with this contract.

### 7.2 LABOUR

All labour supplied by the contractor shall be capable of executing the work efficiently and in accordance with the scope of work. Should any worker be, in the opinion of the municipality or the Contractor, incapable, or unsatisfactory for any other reason, the Contractor must remove such worker from the site and replace the worker concerned. The contractor must, at the request of the municipality submit proof of qualifications, certifications and skill levels of all employees designated under this contract.

### 7.3 LAWS AND REGULATIONS

7.3.1 The contractor shall be entirely responsible for submitting all returns and paying all amounts due in respect of his employees and himself in terms of all relevant legislation and regulations including, but not confined to, the Occupational Health & Safety Act, the Unemployment Insurance Act, the Basic Conditions of Employment Act, Unemployment Insurance Act, the Income Tax Act, the Compensation for Occupational Injuries and Diseases Act, and the Skills Development Act. The contractor hereby fully indemnifies the municipality against any loss, damage, or claim arising from the former's failure to comply with his/her obligations, and or/instructions issued to him in regard to these requirements.

7.3.2 In the execution of the work, the contractor shall comply with all relevant legislation and regulations including, but not confined to, the Occupational Health and Safety Act. The contractor hereby indemnifies the municipality against any loss, damage, or claim arising out of the former's failure to comply with instructions issued to him in regard to these requirements.

### 7.3.3 INSURANCE

The Contractor shall ensure that the works are insured to its full value, inclusive of public liability to the amount of R1 million. The Contractor shall, within one week of being so requested, supply to the municipality details of the insurance policy and/or documentary evidence that the insurance is being maintained in force. The contractor shall be responsible for the payment of all insurance claims arising from the execution of this contract.

### 7.3.4 EXECUTION OF THE WORK

The contractor shall execute the work in accordance with the scope of work and programme to the reasonable satisfaction of the municipality.

Where the contractor fails to achieve and maintain reasonable progress in accordance with the program within three working days of a written instruction to do so, the municipality may amend the extent of the work and employ others to perform a portion of the work in order that the program is maintained.

### 7.3.5 INSTRUCTIONS

The municipality may at any time issue an instruction to the contractor regarding the execution of the work, and the contractor shall forthwith comply with such instructions. All such instructions shall as far as possible be in writing, but it does not preclude verbal instructions. The municipality shall timeously supply all materials required for the execution of the work, and the contractor must provide the transport to fetch the materials at the municipal store and deliver same to the place of work. The contractor shall give the municipality not less than three working days' notice of the dates on which they will require materials to be delivered.

When the contractor has fetched the materials from municipal stores he/she shall become responsible for the proper handling, storage and use thereof and shall take all reasonable steps to minimize wastage and prevent the loss of the materials. The contractor shall be liable for the cost of replacing materials where wastage is in excess of the limits deemed reasonable by the municipality, for losses attributable to his/her negligence, and for his/her failure to comply with the scope of work or instructions issued by the municipality.

### 7.3.6 TOOLS

The contractor shall supply all tools of whatsoever nature which are required by him for the execution of the work.

### 7.3.8 DEFECTS

After an inspection at practical completion, the municipality shall notify the contractor of any defects in the work, and within five working days of such notification, or such extended period

as may be agreed to by the municipality in view of the extent of defective work, the contractor shall, at his own expense, make good the defects to the satisfaction of the municipality. In addition, the standard defect period of 12 months shall apply, as well as a latent defect period of 10 years, commencing on the day after the date of certification of Practical Completion.

## 8. SCOPE OF WORKS AND GENERAL PROVISIONS

Formal quotations are requested from competent and experienced suppliers, with a proven track record in the supply and delivery of mobile pavilions. The successful service provider cannot subcontract more than 25% of the work, and such subcontracting can only be done pursuant to the written permission of the municipality. Any consent granted in this regard, and the appointment of a subcontractor shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he/she shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees. All installation work where applicable must be done according to the Occupational Health and Safety Act, (Act No. 85 of 1993) Gazetted in Vol. 440, No. 23108, 10 February 2002, Regulation Gazette, No. 7276 No. R. 155.

The following general conditions of contract must also be noted by the bidder;

- It is the responsibility of the bidder to have knowledge of the extent and nature of the work and materials required for carrying out the completion of the works before submitting his tender.
- The Contractor shall take instructions only from the Employer's Agent, the Employer's Agent's Representative.
- In order to carry out and complete the Works the Contractor shall employ on the site only such persons that are careful, competent and efficient in their various trades and professions.
- The Contractor shall provide all necessary supervision while carrying out the Works.
- On Completion of installation works, where applicable, the Contractor shall clear away and remove from the Site all Construction Equipment, surplus material, rubble and Temporary Works.
- The quality of plants, workmanship and materials must be suitable for the purposes intended, to the satisfaction of the municipality, and all work will carry the standard industry guarantees.
- At completion of the works, adequate notice must be given to the municipality for inspection purposes, before an invoice can be submitted or signed off.
- The successful bidder must comply with, and must ensure that its employees and visitors comply with, all relevant and applicable laws, codes, standards, guidelines, rules, policies and procedures relating to health and safety in the work-place.
- Before carrying out any work at the municipal premises, the successful bidder must identify any foreseeable hazards associated with the place of work and the work to be carried out by the successful bidder, that has the potential to harm the health or safety

of any person, assess the risk of harm to the health or safety of any person arising from any hazard identified, and

- Eliminate any reasonably foreseeable risk to the health or safety of any person arising from any hazard identified or, if it is not reasonably practicable to eliminate the risk, develop measures or procedures to effectively control the risk.
- The successful bidder must ensure that each employee has the necessary skills, knowledge, qualifications, training, competence and experience to carry out the work, including qualifications, certification and competencies required under the OHS Act 85 0f 1993 and the OHS Regulations.

## 9. PERSONAL PROTECTIVE EQUIPMENT

The successful bidder must ensure that each person carrying out work at or visiting the premises is provided with, and wears at all times, if necessary, all the appropriate personal protective equipment including if required, but not limited to:
(a) Head protection (safety helmet),
(b) Protective footwear (laced-up with steel toe protector),
(c) Hearing protectors (including ear plugs, ear canal caps, earmuffs and hearing protective helmets),
(d) Eye protection equipment (including safety glasses or goggles (with sun protection where necessary), wide-vision goggles, face shield and hood),
(e) Respiratory protection (including particulate respirator, gas filter respirator and supplied air respirator),
(f) Hand protection (including safety gloves),
(g) Wet weather clothing and footwear,
(h) Sun protection cream when exposed to excessive sun,
(i) High visibility safety clothing or safety vests when working close to moving traffic or construction vehicles.
(j) Is informed of any limitations of the equipment, and
(j) Is provided with the instruction and training necessary to ensure that the equipment controls the risk for which it is provided.

## 10. CERTIFICATION OF EMPLOYEES

The successful bidder must ensure that each employee who will be carrying out scheduled work under the relevant regulations holds a recognized qualification or a certificate of competency issued by an approved training authority.

## 11. DEMARCATION OF WORK AREAS

Work areas that pose a potential danger to people and public must be visibly or structurally cordoned off with barriers, netting or wire-fencing with hazard tape applied in zig-zag formation. The method used must be suitable for the purpose, e.g. physical barriers or fences must be used to prevent people from falling into holes. The barriers, netting and wire- fencing hazard tape must be neat and clearly visible. Temporary lighting or effective reflectors shall be implemented if the danger exists that barriers become ineffective during poor visibility or darkness. Clearly visible Safety Signs shall be installed by the contractor to alert third parties entering the work area of the dangers / hazards that exist in such a work area. These signs comply with SABS standards and shall be appropriate for the type of work performed in the work area.

## 12. CONDUCT OF CONTRACTOR'S PERSONNEL

The successful bidder shall instruct its employees to comply with the following

a) No one shall enter any part of the Municipality's premises, including the work site, other than for the purpose of carrying out the work specified for the project.
b) A successful bidder may not commence work on a site, before their presence has been notified to the person in charge of the site.
c) All staff and Contractor personnel needing access must be issued by the Contractor with a suitable form of identification.
d) No fire shall be started on the premises, and no leisure activities shall be conducted.
e) Personal protective equipment should be used and worn in accordance with the safety regulations.
f) Horseplay, fooling around, skylarking, music, loud-talking or singing, swimming, drinking, practical joking, fighting or acting irresponsibly or in an undignified manner is prohibited. Good discipline must be always maintained.
g) Stacked items shall be stable and always stacked neatly.
h) Workers shall not clean dust from overalls or skin with compressed air.
i) Access to and from the work area must only be via recognised roads or access ways, and not over fences.
j) Every contract employee must be familiar with the meaning of and obey safety signs / symbols.
k) Maintenance work (if any) on electrically powered equipment, tools and machinery shall only be performed by suitably qualified personnel.
l) The electrical supply to such equipment shall be switched off at the appropriate isolation switch during the time that protective covers are removed and while physical work is performed on any non-insulated electrical component parts.
m) The isolation-switch to such equipment shall preferably be locked during the time of the maintenance work and the key to such a lock shall be carried by the person performing the maintenance work.

n) If it is not possible to lock the isolation switch, the person performing the maintenance work shall secure a clear “Men At Work” sign onto the isolation switch or onto the door or cover that covers such isolation switch.
o) The person performing such maintenance work shall, before commencing any physical work on non-insulated component parts ensure that there is no electrical power present at such parts, by performing a test using a reliable instrument.
p) Contractor’s employees must obey the barricaded areas and safety signs erected by other contractors.
q) Certain facilities may be equipped with electrified security fences. These fences should be always considered live when working next to them.
r) It is essential that good housekeeping be maintained throughout the period of any work both at the work site and in and around any temporary buildings. The working area is to be always kept tidy, escape and other access ways kept clear, safety and fire-fighting equipment kept accessible and surplus/scrap material removed daily. Cleaning up only at the end of a job is not considered sufficient. Spillage of oil or chemicals shall be cleared up immediately in view of the hazards of fire, slippery surfaces, toxic substances, etc. Appropriate safety precautions shall be taken during the clearing up.
s) Refuse, especially flammable material (waste rags, wastepaper etc.), may only be placed in suitably marked refuse bins. The use of flammable solvents and gasoline for cleaning purposes must be avoided.
t) The Contractor’s specific attention is drawn to the fact that undisturbed piles of rag or cloth or other media soaked in oil, grease or petrol can spontaneously ignite and must therefore be disposed of daily in the appropriate manner.
u) The dumping of litter in storm water and sewer systems is prohibited.

## 13. RIGHT OF ACCESS

The municipality may refuse access to a work site by any one of the Contractors personnel who is demonstrably guilty of misconduct, or who has proven by his / her action to have a disregard for any of the relevant health and safety requirements. Such action taken against or by the Contractor shall not result in any claims against the Municipality by the Contractor. Incidents involving misconduct include, but is not limited to

- Possession of illegal drugs, liquor or other intoxicating substances on the premises;
- Intoxication, and/or consumption of an intoxicating substance;
- Unauthorized possession or use of the property of Bergriver Municipality;
- Fighting/assaulting of personnel, residents and or visitors;
- Possession of dangerous weapons;
- Violation of health and safety rules as stipulated in this specification or any other notice displayed on site.

## 14. CONDUCT ON SITE

The contractor shall not allow unauthorized, untrained or unlicensed operators to operate equipment or vehicles in the facility. No contractor vehicle, equipment or machine will be permitted onto the facility unless:

- Such vehicle is in a roadworthy condition, and in the case of equipment and machines, has been inspected and approved by the Contractor's Responsible Person.
- Contractor machines and equipment must display suitable identification, stating a re-inspection date. Contractors may be required to remove machines or equipment without valid identification from the facility premises.
- Contractor vehicles, equipment and machinery are subject to a visual road worthy check and/or a safety inspection by the Municipality.

The following will be applicable to the operation of vehicles:

- All drivers must hold and be able to produce a valid driver's license.
- A maximum speed limit inside the construction site is 10km/h, unless otherwise indicated.
- Always give way for emergency vehicles (fire, ambulance or rescue vehicles).
- Warning, safety and road signs must always be obeyed.
- Pedestrians have the right of way in the work area.
- All passengers must be properly seated.
- Overloading of vehicles is not permitted.
- People and freight may not be transported together unless the freight has been secured and sufficient, safe seats separate from the freight, have been provided.
- Transporting passengers on cranes, forklifts, mechanical shovels or other equipment is prohibited, unless such vehicles are equipped with additional seating.
- Reckless driving or non-observance of these instructions may be cause for the withdrawal of the authorization of the driver to operate within the construction site.
- The occupants of vehicles, whilst on Municipal related business, including journeys to and from work sites, must wear seat belts where fitted to any vehicle as a local legislative requirement.
- During the removal of material, or excavations, if necessary, the Contractor shall take extra care not to damage any underground equipment.
- If any such equipment is damaged during excavations, the necessary precautions shall be taken immediately to make the situation as safe as reasonably possible, and the relevant Municipal maintenance manager or standby contact person must be contacted immediately for advice on further action to be taken, and all repairs required will be for the account of the contractor.

## 15. SAFETY EQUIPMENT AND PERSONAL PROTECTIVE EQUIPMENT

- The Contractor will be responsible to provide adequate and appropriate first aid equipment and other safety equipment of an approved type and quantity, as may be specified (or expected in accordance with good working practice), and shall maintain

this equipment in a professional manner as dictated by legal and industry standards. In addition, the Contractor shall keep up-to-date records of all said equipment.

- If there are more than 5 contractor employees on a work site, the contractor shall provide a properly equipped First Aid box on site. At least one employee per group of 10 shall have a valid First Aid Training certificate.
- The contractor shall ensure that all contract personnel under his supervision have been trained in the proper use, maintenance and limitations of safety equipment.
- The Contractor's Responsible Person must not require or permit a contract employee to work unless the required safety equipment is used.
- The Contractor shall supply its personnel and sub-contractor's personnel with adequate protective clothing and equipment as required in connection with the safe performance of the work. The personal protective clothing and other protective equipment shall be maintained in good condition and shall be worn on all relevant occasions as indicated by notices, instructions, work permits, safety regulations and good practice.
- Only SABS-approved safety shoes must be worn in operating and construction areas.
- Safety hats are to be worn at all sites where there is a possibility of head injuries.
- Gloves of a type approved, must be worn whenever handling hazardous chemical substances, or if there is a possibility of cutting the skin when abrasive or sharp materials are being man-handled.
- Hearing protection of a type approved must be worn in all areas classified and demarcated as noise zones or when working with machinery that generates noise above 85dB (A), such as compactors and jackhammers etc.
- Safety glasses and face shields must be worn when involved in a concussive or abrasive operation likely to cause flying debris, or when gas or arc welding/cutting is being carried out, or when decanting or handling hazardous chemicals.
- Sand blasting, grinding and disc cutting operations should preferably be done using equipment and/or procedures that do not produce dust. In cases where this is not possible, SABS-approved respiratory equipment must be worn and the area must be enclosed to contain dust generation to a minimum.
- Safety harnesses shall be used to secure workers to build structures when working at elevated heights (2 meters) and where the risk of falling from such heights is not protected by any other means.
- The wearing of loose overclothes, sandals and/or shorts in the facility's operational areas and for construction work, is prohibited. Long sleeve shirts and long trousers, preferably overalls, must be worn. Long hair constitutes a hazard around machinery and must be properly secured.

## 16. REPORTING OF ACCIDENTS AND INCIDENTS

Any incident, condition or act that could or could have caused injury, damage or loss or affect the environment must be reported to the Municipality. Such reports should include but not be limited to the following:

- fatalities and lost-time injuries to its personnel or sub-contractor personnel;
- comparable injury to third parties;
- damage to plant or equipment;

- loss of containment;
- actual or potential damage to the environment;
- outbreak of fires.

The contractor is responsible for reporting, in terms of the OHSAct (85 of 1993), all “reportable incidents” to the Department of labour. Immediate notification shall be followed by a full Incident Investigation Report to the Municipality’s Responsible Person within 24 hours for serious accidents and 72 hours for minor accidents.

## 17. ENVIRONMENTAL AWARENESS

The Contractor must take note that the work will be carry out in environmentally sensitive areas, and he/she shall;

- pay due regard to the environment by preserving air, water, soil, animal and plant live from adverse effects of the Contractors activities and minimise any nuisance which may arise from such operations.
- The Contractor must always adhere to the environmental laws and impact control guidelines and procedures published from time to time.
- Ad-hoc dumping on any part of the facility is strictly prohibited.
- Liquid waste or sludge shall not be allowed to enter the storm water/sewer system or the ocean and should never endanger any wildlife on or in close proximity of the site.
- In the event of any product stored in tanks or pipelines being accidentally, or otherwise, released, the facility manager and/or the relevant municipal official must be informed without delay.
- Machinery to be used at the facility must be fitted with muffling devices to reduce the likelihood of noise pollution.

## 18. OCCUPATIONAL HEALTH AND HYGIENE

The Contractor shall be responsible for the medical welfare of its own and sub-contractor personnel. The Contractor shall ensure that all its personnel and sub-contractor's personnel are medically fit to perform their work. If requested by the Municipality, the Contractor shall provide medical certificates for its own and sub-contractor’s personnel. The Contractor shall adhere to all applicable government regulations or the Municipality’s guidelines for medical surveillance or industrial hygiene monitoring. The Contractor shall ensure that its personnel and sub-contractor's personnel always maintain the highest standards of hygiene.

The Contractor must also provide proof of registration with the Compensation Fund **(COIDA)** by means of submitting a valid Letter of Good Standing to the Municipality. It is the contractor’s responsibility to forward any relevant accident / injury documentation and details to the commissioner on behalf of its employees, and they must immediately report any safety hazards, near-misses, or Section 24 (ito Act 85 of 1993) reportable incidents to the municipality’s designated Safety Officer.

In addition, the contractor specifically and pertinently acknowledges that:

- They are an **employer in their own right** as defined in Section 1 of the Occupational Health and Safety Act No. 85 of 1993.

- They are fully conversant with all the provisions, duties, and regulations of the aforementioned Act.
- They bear full responsibility for the health, safety, and welfare of their own employees, sub-contractors, and equipment, of visitors and any other person(s) on or at the premises whenever work will be done.

- By entering into the **attached agreement** drafted in accordance with Section 37 (2) of the **OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT NO. 85 OF 1993)** with the municipality, the contractor undertakes to comply with all provisions of the Act, its regulations, and any local municipal bylaws. The contractor will also enforce all health and safety rules, procedures, and security protocols established by the municipality on the site.

## 19. SPECIFIC UNDERTAKING BY CONTRACTOR'S MANAGEMENT

We/I, representing the contractor, have read and understand the Health, Safety & Environmental requirements. With special reference to Section stated herein and we undertake to adhere to the letter and spirit of these rules. We undertake to train our employees and to enforce the implementation thereof at all levels in our organisation. We warrant that all our employees are properly trained, certified, medically fit, and competent to perform the contracted work safely understand that the breach of the Health, Safety & Environmental rules will be considered as a serious breach of this agreement and that it can lead to the permanent cancellation of this agreement, and the concomitant recovery of any losses suffered by the municipality.

The lead agent of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract. All work performed on municipal premises shall be performed under the supervision of a construction supervisor duly appointed by the contractor, who understands the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed. The Contractor shall ensure that he/she familiarises themselves with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them. Discipline in the interests of occupational health and safety shall be strictly enforced, and any reasonable instruction issued by the Municipality's Health and Safety Officer must be complied with. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made aware of the contents of these practices. These work procedures must be captured in a safety plan, which must be submitted and approved by the municipality before the construction work can commence. No substandard equipment/machinery/articles or substances shall be used on the site. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected

of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.

The Standard for uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied, and all principles in this regard must be applied to all procurement documentation, practices and procedures where applicable. It will be assumed that prices submitted by the contractor are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published at least 28 days before the closing date for bids. (Refer to www.stanza.org.za or www.iso.org for information on standards). The approved plans provide the scope of works for this project and must be used for purposes of construction, and the final product must conform to the specifications provided in the approved plans. The amounts and rates to be supplied in the bid documents shall be the full inclusive amounts to the municipality for the works described in this project. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the bid is based.

The contractor warrants and undertakes in favour of the municipality that:
Insofar as the works or any part of the works has been or will be designed by him/her, or by his/her duly appointed service provider, he/she will exercise reasonable, due and proper skill and care in such design. Insofar as any part of the materials and goods for the works has been or will be selected by him/her, he/she will exercise due and proper skill and care in such selection of materials and goods. He/she is suitably qualified and competent to carry out such design work and selection of materials and goods, and/or he/she will only make use of duly competent and qualified service providers if and when necessary, at his/her own costs.

The contractor shall provide written guarantees where appropriate, addressed to the municipality, from the firms supplying the materials or doing the work, and deliver such guarantees to the municipality. The guarantees shall state that workmanship, materials and installation are guaranteed for a specified period, reckoned from the date of practical completion of the works and that any defects in the workmanship, materials and installation that may arise during that period shall be made good, at the expense of the contractor upon written notice from the municipality to do so. It must be noted that as far as the structural guarantee is concerned, a period of 5 years will apply, especially in relation to foundations, slabs, walls, roofs, columns and beams.

## 20. Confidentiality and Copyright

The contractor shall treat all drawings, specifications, models and documents of any nature delivered to the contractor or produced by or on behalf of the contractor in connection with the works as being confidential, and he/she will not directly or indirectly disclose or divulge to any person (except insofar as may be necessary in connection with the project) any information contained in the contract documents without the previous written consent of the municipality, nor will he/she copy, photograph and/or repeat either wholly or in part any of the contract documents referred to above (except insofar as may be necessary in connection with the project), and will return to the municipality all contract documents issued herewith upon submission of the tender, and, upon completion of the works deliver to the municipality all contract documents of any nature pertaining to the project. In addition, copyright of all

documents, drawings, specifications delivered to the contractor or produced by or on behalf of the contractor for purposes of this contract, vest with the municipality and is hereby assigned to the municipality.

## 21. Standard of Materials

It is the responsibility of the contractor to provide the municipality with samples of any or all materials to prove its compliance with SANS specifications, where required. This must be done in a way that will not delay the works. The samples must be available for the duration of the project until the last unit/element of its kind can be installed. In addition, cube testing can be requested in accordance with industry standards, which must be done at the expense of the contractor.

## 22. Supplementary Notes

Bidders are advised to visit the site and to fully ascertain, in conjunction with the drawings, the nature and extent of the works to be done. The Contractor must check all dimensions and heights on site affecting the existing buildings, against those indicated on the plans, as he/she will be held responsible for all new work being of the correct sizes. Should any discrepancies be found he/she is to refer these to the municipality for correction, before proceeding with the work. Special care must be taken not to interfere with any electric light, power or telephone wires and due notice, in writing at least two days in advance, must be given to the municipality for any disconnections that are necessary, and the contractor must ensure that the electricity supply is restored as soon as possible after making new connections. In demolishing and removing existing work, utmost care must be taken to avoid any structural or other damage to the remaining portion of the building. The Contractor must protect all works not removed, such as walls, floors, doors, windows or other joinery or fittings, etc., as well as computers or equipment from damage during the progress of the work and provide all necessary material for doing so (including drop sheets, screens covers, etc). The Contractor will be held solely responsible for any damage to persons or property and is responsible for the safety of the portions of the existing buildings throughout the whole of the Contract, and must make good at his own expense any damage that may occur. The materials to be used and the work to be done are to be similar in all respect to that described for new work in so far as they occur. Building rubble and materials from demolished sections of the building must be removed from the site.

It is the responsibility of the bidder to acquaint themselves by personal examination about the nature of the ground. Descriptions of excavations shall be deemed to include all ground conditions classifiable as "earth", and it must be noted that no geotechnical investigation was done in this regard.

The contractor assumes the responsibility to keep all excavations safe from intrusion by members of the public. These excavations must also be safeguarded from collapsing and from subterranean water. Excess excavated material must be removed and dumped at an appropriately licensed site, at the expense of the contractor. A high voltage electricity line runs under and through the foundation which must be demolished. Extreme care must be taken when demolishing the foundation, in order to protect both people and property. The voltage line must be properly protected and/or re-sleeved, after consultation with the electrical department of the municipality. Protection of existing surrounding infrastructure, and the site works area to be hoarded off, from access from the public by the contractor.

By submitting an offer as well as participating in the supply chain management processes I hereby warrant that I provide my information voluntarily, for the purposes of participating in this procurement process, and that I understand that this information will be processed, stored and even shared with third parties, if and when required, including for adjudication, verification and auditing purposes, and hereby, with my signature provide my consent to that effect.

**Name & Surname of service providers:** ……

**Identity No of owner:** ……..

**Postal address of service provider:** ……

…….....

……

**Signature of service provider:** …….....

**Date:** ……

**Reference:** Provide at least five (5) contactable references, **as well as letters from these referees. These letters must demonstrate experience in similar work done as a company within the last 5 years. Without these letters/certificates your bid could be considered non-responsive.**

**Also note that the bidder must have done construction work to the value of R450 000 in the last 3 years, and proof hereof must be submitted with the bid.**

| Name of business | Contact person | Tel / Cell Number |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

**ANNEXURE A**

**OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT NO. 85 OF 1993) MANDATORY AGREEMENT – 37(2)**

---

**Contractor Acknowledgement of Responsibility in terms of the Occupational Health and Safety Act**

Written agreement between Bergrivier Municipality (the "employer")

I hereby declare that I, ....., representing Bergrivier Municipality

And

……
…….

(hereinafter referred to as the "mandatary"), as provided for in terms of Section 37 (2) of the Occupational Health and Safety Act No.85 of 1993 as amended by Act 181 of 1993.

I hereby declare that I, ....., am authorised to represent the "mandatary" and acknowledge that the "mandatary" is an employer in its own right with all duties and responsibilities as prescribed in the Occupational Health and Safety Act no. 85 of 1993 and its Regulation and any other applicable legislation.

I agree to ensure that all work performed, or machinery and plant used by the "mandatary" on any Bergrivier Municipality premises shall be in accordance with the provisions of the said Act, Regulations and or any other applicable legislation.

Furthermore, I agree that the "mandatary" shall comply with all Bergrivier Municipality site rules and safety, health, and environmental requirements as stated in the tender document herewith, and or may be communicated or stipulated by Bergrivier Municipality prior to and during the course of any Contract awarded to the "mandatary" by Bergrivier Municipality.

Furthermore, I undertake to ensure that Bergrivier Municipality is timeously informed should the "mandatary", for whatever reason, be unable to perform in terms of this agreement.

The Contractor/Service Provider must, before the commencement of any work and during work, have a risk assessment performed by a competent person appointed in writing; the contractor must have a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified.

The Contractors/Service Provider must keep the risk assessment and writing safe working procedures in the safety file for the full duration of this contract.

The Contractor/Service Provider shall ensure that all vehicles, plants, equipment and machines are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles, plants and machines shall only be operated by operators who have received appropriate training.

The Contractor/Service Provider shall ensure that his/her vehicles are Roadworthy Certified.

The Contractor/Service Provider shall ensure that all employees under his control are always wearing the appropriate Personal Protective Equipment.

The Contractor must be registered and in good standing with the Compensation Fund (COIDA) and proof of a valid letter of Good Standing must be submitted within 7 days after a formal letter of appointment was received, and a copy of which must be filed in the “Safety File”.

Signed on this …..... day of ..... 20.....

On behalf of the “mandatary” (Insert Name & Surname)

.....

(sign) .....

On behalf of the “employer” (Insert Name & Surname)

.....

(sign) .....

## ANNEXURE B

SCHEDULE OF ESTIMATED WEEKLY EXPENDITURE The tenderer shall state his estimated expenditure indicating the values of each weekly expense in terms of Clause 6.10 of the General Conditions of Contract, which he estimates will arise based on his preliminary programme and tendered rates, in the table below. The total of the weekly amounts shall be equal to the tender sum:

| WEEK | VALUE |
|---|---|
| WEEK 1 | |
| WEEK 2 | |
| WEEK 3 | |
| SUBTOTAL | |
| PRELIMINARY SUM | |
| SUBTOTAL | |
| VAT 15% | |
| **TOTAL BID PRICE INCLUDING VAT** | **R** |

# BERGRIVIER MUNICIPALITY

MBD 4

## 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?..... **YES/NO**

3.8.1If yes, furnish particulars……...

……

……..

[1]MSCM Regulations: "in the service of the state" means to be –

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

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

[2] Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months?.... **YES/NO**
3.9.1If 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:
……..

…….

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

| Full Name | Identity Number | State Employee Number |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

…….. ……..
**Signature** **Date**

……. ……
**Capacity** **Name of Bidder**

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

# BERGRIVIER MUNICIPALITY

**MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES "Insert 80/20 or 90/10"**

**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, 2022.**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points as well as a summary for preference points claimed for attainment of other specified goals

The Constitution of the Republic of South Africa, 1996, provides in sections 152(1)(c) and 152(2) that local government must promote social and economic development and that the municipality must strive within its financial and administrative capacity, to achieve the objects set out in subsection 152(1).

The Constitution provides in section 217 that an organ of state must contract for goods or services in accordance with a procurement system which is fair, equitable, transparent, competitive, and cost effective and to implement a policy to grant preferences within a framework prescribed by National Legislation.

The Broad-Based Black Economic Empowerment Act, 2003 requires: '' (1) Every organ of state and public entity must apply any relevant code of good practice issued in terms of this Act in (b) developing and implementing a preferential procurement policy

The Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000)-[PPPFA] was promulgated by the Minister in response to the Constitutional provision and allow for a Municipality to develop a preferential procurement policy and to implement such policy within the PPPFA framework.

Section 2 (1) (d) (i) and (ii) of the Preferential Procurement Policy Framework Act, 2000 refers to specific goals which may include:

(i) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
(ii) implementing the programmes of the Reconstruction and Development Programme (RDP) as published in *Government Gazette* 16085 dated 23 November 1994.

The RDP (1994), as basis for development in South Africa, was meant to provide a holistic, integrated, coherent socio-economic policy that is aimed at mobilizing people and resources to work towards the upliftment of the material and social conditions of local communities to build sustainable livelihoods for these communities.

In terms of Section 2 (1)(d)(ii), the following activities may be regarded as a contribution towards achieving the goals of the RDP, in addition to the awarding of preference points in favour of HDIs (published in Government Gazette No. 16085 dated 23 November 1994):

(i) The promotion of South African owned enterprises;
(ii) The promotion of export orientated production to create jobs;
(iii) The promotion of SMMEs;
(iv) The creation of new jobs or the intensification of labour absorption;

(v) The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province;

(vi) The promotion of enterprises located in a specific region for work to be done or services to be rendered in that region;
(vii) The promotion of enterprises located in a specific municipal area for work to be done or services to be rendered in that municipal area;
(viii) The promotion of enterprises located in rural areas;
(ix) The empowerment of the work force by standardizing the level of skill and knowledge of workers;
(x) The development of human resources, including by assisting in tertiary and other advanced training programmes, in line with key indicators such as percentage of wage bill spent on education and training and improvement of management skills; and
(xi) The upliftment of communities through, but not limited to, housing, transport, schools, infrastructure donations, and charity organisations.

---

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

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

1.3 Preference points for this bid shall be awarded for:

(a) Price; and
(b) Specific contract participation goals, as specified below.

1.3.1 The points for this bid are allocated as follows:

| **POINTS WILL BE ALLOCATED AS FOLLOWS below R50 000 000** | | |
|---|---|---|
| | POINTS | For office use |
| **PRICE** | 80 | |
| **SPECIFIC PARTICIPATION GOALS** | | |
| Bergrivier Jurisdiction | 10 | |
| West Coast jurisdiction | 5 | |
| Western Cape Province | 3 | |
| South Africa | 2 | |
| **BBBEE SCORE CARD** | | |
| BBBEE points | 10 | |
| TOTAL | 100 | |

| POINTS WILL BE ALLOCATED AS FOLLOWS above R50 000 000 | | | | |
|---|---|---|---|---|
| | | | POINTS | For office use |
| **PRICE** | | | 90 | |
| **SPECIFIC PARTICIPATION GOALS** | | | | |
| Bergrivier Jurisdiction | | | 5 | |
| West Coast jurisdiction | | | 3 | |
| Western Cape Province | | | 1 | |
| South Africa | | | 1 | |
| **BBBEE SCORE CARD** | | | | |
| BBBEE points | | | 5 | |
| | | TOTAL | 100 | |

1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

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

1.6. **If you want to claim the specific goals you need to attach the business registration from CIPC, and if you're are a small business/SMME you need to attach the physical address of the business in the form of a municipal account in your personal name or the business name.**

1.7. **Please complete your CSD registration number: MAAA……...**

**2. GENERAL DEFINITIONS**

In this application, unless the context indicates otherwise, any word or expression to which a meaning has been assigned in the Act must bear the meaning so assigned—

"**Acceptable Tender**" mean any tender which, in all respects, complies with the specification and conditions of tender as set out in tender document

**"Black designated groups"** has the meaning assigned to it in the codes of good practice issued in terms of section 9 (1) of the BBBEEA.

**"Black people"** has the meaning assigned to it in section 1 of the BBBEEA.

**"Designated group"** means black designated groups, black people, women, people with disabilities; or small enterprises which are enterprises, owned, managed, and controlled by previously disadvantaged persons and which is overcoming business impediments arising from the legacy of apartheid.

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

**"EME"** means

(1) exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the BBBEEA**.**

(2) an entity with an annual turnover less than R10 000 00.000 (ten million Rand)

**"Historically disadvantaged individual (HDI)" means a South African citizen –**

**(**1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa,1983 (Act No 110 of 1983); and / or

(2) who is a female; and / or

(3) who has a disability:

Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI.

**"highest acceptable tender"** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;

**"lowest acceptable tender"** means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders;

**"Locality"** means the local suppliers and/or service providers that reside within the Municipal area and within the district boundaries.

**"Large Enterprises"** is a company with an annual turnover in excess of R50 million.

"**Market Analysis**" means a technique used to identify market characteristics for specific goods or services

**"National Treasury"** has the meaning assigned to it in section 1 of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003);

**"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

**"Proof of B-BBEE status level of contributor"** means the B-BBEE status level certificate issued by an authorized body or person

1) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
2) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

**"Qualifying Small Enterprise (QSE) "**is a company with a turnover between R10 million and R50 million

**"Rand value"** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;

**"Region"** means the district and/or West Coast District Municipality.

"**Rural area"** means-

1) a separately populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or
2) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival and may have a traditional land tenure system.

"**Specific *goals***" means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

**"SMME"** means small, medium and micro enterprises namely Exempted Micro Enterprises and Qualifying Small Enterprises

"**Tender**" means a written offer in the form determined by a Municipality in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

**"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;

**"The Act"** means the Preferential Procurement Policy Act, 2000 (Act No. 5 of 2000).

**"Youth"** has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

## 3. ADJUDICATION USING A POINT SYSTEM

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

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

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

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

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

**3.5 POINTS AWARDED FOR PRICE**

**1. FORMULAE FOR PROCUREMENT OF *GOODS AND SERVICES***

**2. POINTS AWARDED FOR PRICE**

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

**80/20** **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

**3. FORMULAE FOR DISPOSAL OR LEASING OF STATE *ASSETS AND INCOME-GENERATING PROCUREMENT***

**3.6 POINTS AWARDED FOR PRICE**

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

**80/20** **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

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

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

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

**5. BID DECLARATION**

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

**6.** DECLARATION WITH REGARD TO EQUITY

6.1 Name of firm :.....

6.2 VAT registration number :.....

6.3 Company registration number :……

**6.4 TYPE OF FIRM**

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

[TICK APPLICABLE BOX]

**6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

…….....
……. ..... ….....
…….....

**6.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

**6.7 MUNICIPAL INFORMATION**

Municipality where business is situated: ……..

Registered Account No: ……

Stand No: ……..

**6.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?** ……

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

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

*Indicate YES or NO

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

(i) The information furnished is true and correct.

(ii) The points claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -

(a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and

WITNESSES

1. .....

2. .....

.....
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

# BERGRIVIER MUNICIPALITY

**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 8/2/62-2026 (MN267-2026)** 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) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1 ……

2. ……

DATE: ……

# BERGRIVIER MUNICIPALITY

**MBD 7.1**

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 **(TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)**

1. I **HANLIE LINDE** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference number **8/2/62-2026 (MN267-2026)** dated……for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| ITEM NO. | PRICE (ALL APPLICABLE TAXES INCLUDED) | BRAND | DELIVERY PERIOD | B-BBEE STATUS LEVEL OF CONTRIBUTION |
|---|---|---|---|---|
| Quotation 8/2/62-2026 MN267-2026: Rebuilding of a damaged section of the eastern wall at the Stywelyne Resort in Velddrif | R | As per attached specifications | | LEVEL |

4. I confirm that I am duly authorized to sign this contract.
5. I confirm that authorizing this contract that the GCC (which is part of this document) is activated and deemed as the legislative guidance giver.

SIGNED AT ……. **PIKETBERG**……ON……..

NAME (PRINT) ……..

SIGNATURE ……..

OFFICIAL STAMP

WITNESSES

1. ……

2. ……

DATE ……

# BERGRIVIER MUNICIPALITY

**MBD8**

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. 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).

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

| Item | Question | Yes | No |
|---|---|---|---|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's database 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? | Yes ☐ | No ☐ |
| 4.3.1 | If so, furnish particulars: | | |

| Item | Question | Yes | No |
|---|---|---|---|
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? (attached copy of payment arrangements of arrears account) | Yes ☐ | No ☐ |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes ☐ | No ☐ |
| 4.7.1 | If so, furnish particulars: | | |

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME IN PRINT) ……..……..……**

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

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

…….
**Signature**

…….
**Date**

…….
**Position**

…….
**Name of Bidder**

# THE NATIONAL TREASURY

## Republic of South Africa




---

# GOVERNMENT PROCUREMENT:

# GENERAL CONDITIONS OF CONTRACT

JULY 2010

# TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

**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.

1.6 “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.



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.

**THE NATIONAL TREASURY: Republic of South Africa**

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.



**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.



**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) 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.



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 fails 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.



**15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract is 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.



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.



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

**24. Antidumping and countervailing duties and rights**

24.1 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.

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

(b) 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.



THE NATIONAL TREASURY: Republic of South Africa

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.

# BERGRIVIER MUNICIPALITY

**MBD9**

## CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). [2] Collusive bidding is a prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

# BERGRIVIER MUNICIPALITY

**MBD9**

## CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying documentation:

**QUOTATION 8/2/62-2026 / MN267-2026: APPOINTMENT OF A SERVICE PROVIDER TO REBUILD A DAMAGED SECTION OF THE EASTERN WALL AT THE STYWELYNE RESORT IN VELDDRIF**

**Written quotation and Description**

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

**BERGRIVIER MUNICIPALITY**

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

**(Name of Bidder/Contractor)**

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" 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.

6 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 consortium[3] will not be construed as collusive bidding.

7 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

a) Prices;
b) geographical area where product or service will be rendered (market allocation);
c) methods, factors or formulas used to calculate prices;
d) the intention or decision to submit or not to submit, a 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.

8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this 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** |

# BERGRIVIER MUNICIPALITY

**MBD 10**

## CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)**

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1) (d) (i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Bergrivier Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

| PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER | MUNICIPAL ACCOUNT NUMBER |
|---|---|
| | |
| | |

**FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:**

| Director / Shareholder / partner | Physical address of the Business | Municipal Account number(s) | Physical residential address of the Director / shareholder / partner | Municipal Account number(s) |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**NB:** **Please attach certified copy (s) of ID document(s) and Municipal Accounts**

**If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.**

| | | |
|---|---|---|
| **Signature** | **Position** | **Date** |

# BERGRIVIER MUNICIPALITY

## CHECK LIST FOR COMPLETENESS OF BID DOCUMENT 8/2/62-2026 (MN267-2026)

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***

| Items to be checked | Yes | No | Comments |
|---|---|---|---|
| 1. Completed and signed all pages containing the details of bidder | | | |
| 2. Valid and original tax compliance status pin attached to bid document<br>or submitted the **TCS PIN NUMBER**<br>Was the MAAA NR of CSD quoted on page 3 | | | |
| 3. Adhered to the pricing instructions (MBD 3.2 ) | | | |
| 4. Completed and signed declaration of interest (MBD 4)<br>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 | | | |
| 10. Signed certificate for payment of municipal services (MBD 10) | | | |
| 11. A **certified** copy or **original** BBBEE certificate | | | |
| 12. Latest municipal account of the bidder and its directors must be attached **If the bidder is not responsible for the payment of municipal rates and/ services, details in support of this must be attached to this bid document e.g. Lease agreement/ AFFIDAVIT of no property.** | | | |
| 13. Bidder initialed all the pages at the footnote as required in the document. | | | |

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME IN PRINT) ……..……..……..……**
**CERTIFY THAT THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE AND CORRECT.**

**……...** **……..**
**Signature** **Date**

**…….** **…….**
**Position** **Name**

# BERGRIVIER

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

**SUPPLY CHAIN MANAGEMENT**
**Enquiries: Mr. S. Wilschut Ref: 8/2/62 Tel: (022)913 6000 Fax: (022)913 1380**
**E-mail: wilschuts@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 **an original tax clearance certificate and/or any other certificates/documents** 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**

**20 November 2026**

# BERGRIVIER MUNICIPALITY

## SMME STATUS



**SCHEDULE**

*The new National Small Enterprise Act thresholds for defining enterprise size classes by sector, using two proxies*

| Column 1 | Column 2 | Column 3 | Column 4 |
|---|---|---|---|
| Sectors or sub-sectors in accordance with the Standard Industrial Classification | Size or class of enterprise | Total full-time equivalent of paid employees | Total annual turnover |
| Agriculture | Medium | 250 | 35.0 million |
| | Small | 50 | 17.0 million |
| | Micro | 10 | 7.0 million |
| Mining and Quarrying | Medium | 250 | 210.0 million |
| | Small | 50 | 50.0 million |
| | Micro | 10 | 15.0 million |
| Manufacturing | Medium | 250 | 170.0 million |
| | Small | 50 | 50.0 million |
| | Micro | 10 | 10.0 million |
| Electricity, Gas and Water | Medium | 250 | 180.0 million |
| | Small | 50 | 60.0 million |
| | Micro | 10 | 10.0 million |
| Construction | Medium | 250 | 170.0 million |
| | Small | 50 | 75.0 million |
| | Micro | 10 | 10.0 million |
| Retail, motor trade and repair services | Medium | 250 | 80.0 million |
| | Small | 50 | 25.0 million |
| | Micro | 10 | 7.5 million |
| Wholesale | Medium | 250 | 220.0 million |
| | Small | 50 | 80.0 million |
| | Micro | 10 | 20.0 million |
| Catering, Accommodation and other Trade | Medium | 250 | 40.0 million |
| | Small | 50 | 15.0 million |
| | Micro | 10 | 5.0 million |
| Transport, Storage and Communications | Medium | 250 | 140.0 million |
| | Small | 50 | 45.0 million |
| | Micro | 10 | 7.5 million |
| Finance and Business Services | Medium | 250 | 85.0 million |
| | Small | 50 | 35.0 million |
| | Micro | 10 | 7.5 million |
| Community, Social and Personal Services | Medium | 250 | 70.0 million |
| | Small | 50 | 22.0 million |
| | Micro | 10 | 5.0 million |

Lindiwe D Zulu, MP
Minister of Small Business Development
Date: 28/09/2018

5

Initial