



## **BERGRIVIER MUNISIPALITEIT**

### **QUOTATION 8/2/87-2019 / MN209/2019: APPOINTMENT OF A MULTI-DISCIPLINARY TEAM TO DO FEASIBILITY STUDIES AND PROJECT PACKAGING FOR BERGRIVIER MUNICIPALITY**

**QUOTATIONS** are herewith requested from experienced Project Managers (Professional Town Planner or Engineer) to assemble a multidisciplinary team of professionals that have experience with human settlements projects to undertake a feasibility study and project packaging (design, acquire all relevant approvals as well as attend to execution) of various human settlement projects on certain pieces of land in the Bergrivier Municipality, for purposes of mixed-use housing developments.

Quotations in sealed envelopes clearly marked **“Quotation 8/2/87-2019 / MN209–2019 Appointment of a multi-disciplinary team”**, must be deposited in the tender box at the Municipal Offices, 13 Church Street, Piketberg before **12:00 on Friday, 13 December 2019**, when quotations will be opened in public.

Quotation documents that contain the minimum requirements are available on Bergrivier Municipality's website (**www.bergmun.org.za**) free of charge, or a hard copy from Ms. R. Hendricks at tel. no. 022 913 6036 or e-mail **hendricksr@bergmun.org.za** during normal office hours at a quotation fee of **R50.00** payable to the Municipality. All technical enquires, contact Mr. D. Carolissen at tel. no. 022 913 6111 or email: **carolissend@bergmun.org.za**

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

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. **Prices must include VAT.**

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

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

**MUNICIPAL OFFICES  
13 CHURCH STREET  
PIKETBERG  
7320**

**ADV. HANLIE LINDE  
MUNICIPAL MANAGER**

**MN209/2019**

**28 November 2019**



## **BERGRIVIER MUNISIPALITEIT**

### **KWOTASIE 8/2/87-2019 / MK209-2019: AANSTELLING VAN 'N MULTI-DISSIPLINÊRE SPAN OM UITVOERBAARHEIDSTUDIES EN PROJEKVERPAKKING TE DOEN VIR BERGRIVIER MUNISIPALITEIT**

**KWOTASIES** word hiermee aangevra van 'n ervare Projekbestuurder (Professionele Stadsbeplanner of Ingenieur) om 'n multi-dissiplinêre span of professionele persone, wat ervaring het met menslike nedersettingsprojekte saam te stel om 'n uitvoerbaarheidstudie en projekverpakking te onderneem (ontwerp, verkry alle toepaslike goedkeuring en om na uitvoering te kyk ) van verskillende menslike nedersettingsprojekte op sekere stukke grond in die Bergrivier Munisipaliteit vir doeleindes van die ontwikkeling van behuising vir gemengde gebruik.

Kwotasies in verseëelde koeverte en duidelik buite op gemerk "**Kwotasie 8/2/87-2019 / MK209-2019 Aanstel van 'n multi-dissiplinêre span**" moet in die tenderbus by die Munisipale Kantore, Kerkstraat 13, Piketberg geplaas word teen nie later nie as **12:00 op Vrydag, 13 Desember 2019** waarna kwotasies in die openbaar oopgemaak sal word.

Dokumente en spesifikasies wat die minimum vereistes bevat, is verkrygbaar op Bergrivier Munisipaliteit se webtuiste (**www.bergmun.org.za**) of 'n harde kopie by Me. R. Hendricks by tel. no. 022 913 6036 of e-pos **hendricksr@bergmun.org.za** gedurende normale kantoor ure, teen 'n kwotasiefooi van **R50.00** betaalbaar aan die Munisipaliteit. Alle Tegnieiese navrae moet gerig word aan Mnr. David Carolissen by tel. no. 022 913 6111 of per e-pos: **carolissend@bergmun.org.za**

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

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

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

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

**MUNISIPALE KANTORE  
KERKSTRAAT 13  
BESTUURDER  
PIKETBERG  
7320**

**ADV. HANLIE LINDE  
MUNISIPALE**

**MK209/2019**

**28 November 2019**



# **BERGRIVIER MUNICIPALITY**

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

### **FQ 8/2/87-2019 / MN209/2019: APPOINTMENT OF A MULTI-DISCIPLINARY TEAM TO DO FEASIBILITY STUDIES AND PROJECT PACKAGING FOR BERGRIVIER MUNICIPALITY**

Notice is hereby given to an experienced Project Manager (Professional Town Planner or Engineer) to assemble a multidisciplinary team of professionals that have experience with human settlements projects to undertake a feasibility study and project packaging (design, acquire all relevant approvals as well as attend to execution) of various human settlement projects on certain pieces of land in the Bergrivier Municipality, for purposes of mixed-use housing developments.

**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](http://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](http://www.bergmun.org.za). A non-refundable deposit of R50.00 per document is payable to BERGRIVIER Municipality if collecting a hard copy, during office hours, from the Supply Chain Management Unit, BERGRIVIER Municipality, 13 Church Street, Piketberg, 7320.**

Any specification / administration enquiries can be directed to Mr. David Carolissen at tel. no. 022 913 6111 / email: [carolissend@bergmun.org.za](mailto:carolissend@bergmun.org.za) and any Supply Chain Management (SCM) enquiries may be directed to Ms. R. Hendricks at tel. 022 913 6036 / email address [hendricksr@bergmun.org.za](mailto:hendricksr@bergmun.org.za)

Sealed bids with the Bidder's name, address and the endorsement "**FQ 8/2/87-2019 / MN209/2019 Appointment of a multi-disciplinary team**" 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 **Friday, 13 December 2019 at 12h00** when the bids will be opened in public. The bid box is accessible 24 hours a day, 7 days a week and bids must be accompanied by the complete set of documents as required by the municipality. Bids not accompanied by the complete bid document as well as the required documentation, will not be considered. Late, electronic format or faxed bids will not be considered and the Municipality does not bind itself to accept the lowest, part of or any bid. Service providers must ensure that all requirements of relevant legislation are adhered to throughout their contract.

Framework Act and the Preferential Procurement Regulations, 2017.

The 80/20 points system will be applicable.

PRICE	<b>80</b>
B-BBEE STATUS LEVEL OF CONTRIBUTION	<b>20</b>
TOTAL POINTS FOR PRICE AND B-BBEE	<b>100</b>

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: R. Hendricks Ref: Tel: (022)-913 6000 Fax: (022) 913 1380  
E-mail: [hendricksr@bergmun.org.za](mailto:hendricksr@bergmun.org.za)

Mr/Mrs \_\_\_\_\_  
Dear Sir / Madam

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

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

### **FQ: 8/2/87-2019 / MN209-2019: APPOINTMENT OF A MULTI-DISCIPLINARY TEAM TO DO FEASIBILITY STUDIES AND PROJECT PACKAGING FOR BERGRIVIER MUNICIPALITY**

This formal quotation must be deposited in the bid box at the Municipal Offices, Kerk Street Piketberg, no later than **Friday, 13 December 2019 @ 12:00**. The bid box is open 24 hours a day, 7 days a week

The following conditions will apply:

- Price(s) quoted must be valid for at least sixty (60) days from date of your offer.
- Price(s) quoted must be **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, must be scrutinized, completed and submitted together with your quotation.**
- The successful provider will be the one scoring the highest points in the event of the lowest bid being higher than R30 000.00.
- Late or faxed quotations will not be considered. The Municipality reserves the right to withdraw any invitation to quote and/or to re-advertise or to accept a part of it. The Municipality does not bind itself to accept the lowest quotation.

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

THIS REQUEST FOR A FORMAL QUOTATION IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY, FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

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

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

**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO WILL RESULT IN YOUR OFFER BEING DISQUALIFIED)**

NAME OF COMPANY .....  
POSTAL ADDRESS .....  
STREET ADDRESS .....  
TELEPHONE NUMBER CODE .....NUMBER.....  
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: 28 November 2019**



## **BERGRIVIER MUNICIPALITY**

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



## **BERGRIVIER MUNICIPALITY**

SM 1

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### **CHECK LIST**

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

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

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



## **BERGRIVIER MUNICIPALITY**

# **TAX CLEARANCE REQUIREMENTS**

MBD 2

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

1. The **Tax Clearance Certificate/ Tax Compliance Status (TCS) Pin/** Centralised Suppliers Database (CSD) Registration Number **must be submitted together with the bid**. Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

(a) *Tax Compliance Status (TCS) Pin as of 18 April 2016*

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

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

2. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate, Tax Compliance Status Pin and CSD Registration number
3. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
4. If a bidder is registered on BERGRIVIER Municipality supplier's database; that contains a tax clearance certificate which is active on closing date of Bid/Formal quotation, it must be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be required.
5. Non adherence to point 4 above may invalidate your offer.



## **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: 8/2/87-2019
Closing Time: <b>12h00</b>	Closing Date: <b>13 December 2019</b>

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

<b>ITEM</b>	<b>QTY</b>	<b>DESCRIPTION</b>	<b>QUOTATION PRICE IN RSA CURRENCY (INCLUDING VAT)</b>
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Required by: BERGRIVIER Municipality

- The pricing must be fixed.
- The total bid price must be inclusive of VAT or exclusive for non- VAT vendors.
- 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.**

# **SPECIFICATIONS**

## **APPOINTMENT OF A MULTI-DISCIPLINARY TEAM TO DO FEASIBILITY STUDIES AND PROJECT PACKAGING FOR BERGRIVIER MUNICIPALITY**

**Service Required: Appointment of an experienced Project Manager (*Professional Town Planner or Engineer*) to assemble a multidisciplinary team of professionals that have experience with human settlements projects to undertake a feasibility study and project packaging (design, acquire all relevant approvals as well as attend to execution) of various human settlement projects on certain pieces of land in the Bergrivier Municipality, for purposes of mixed-use housing developments.**

### **1. PROJECT NAME**

Feasibility Study and Project Packaging on Various Pieces of Land, namely:

- 1.1 Erf Nr 1002, Ward 2, Monte Bertha, Porterville (±4,85ha with a possible yield of 171 units)
- 1.2 Portion of Farms 1100 & 1101, Ward 4, Piketberg (±3,76 ha with a possible yield of 156 units)
- 1.3 Eendekuil 23 sites, which must be upscaled to at least 40 housing units

### **INTRODUCTION**

The Municipality is committed to ensure that all its citizens have access to housing opportunities, within its available means, and on a progressive basis as provided for in the SA Constitution.

This tender calls for the appointment of a Project Manager, together with a multi-disciplinary team of professionals consisting of a town planner, urban designer, geotechnical engineer, civil engineer, electrical engineer, environmental-, heritage- and transport-specialist, land surveyor, community facilitator/beneficiary administrator and a conveyancer (as and when needed) to conduct a Feasibility Study and Project Packaging on various pieces of land in the Bergrivier Municipal area. The sites in Piketberg and Porterville are vacant land, and the project in Eendekuil are on infill-sites. For the latter project approval was received to develop 23 sites, but the community has requested additional units, and it is foreseen that the project can be extended for up to 40 units. The project in Velddrif involves a stage-4 development on 137 serviced sites that are currently occupied.

## BACKGROUND

Bergvriër municipality has made an application and received approval for funding to do the relevant planning on the first three (3) properties indicated, that will be used to develop housing projects in terms of the Integrated Residential Development Programme (IRDP). The approval enables the municipality to proceed with the planning process, so that a Project Feasibility Report, and a Project Readiness Report Application in accordance with the Enhanced Norms and Standards 2014/15, amended in April 2018 and Chapter 3 of the National Housing Code, 2009 can ultimately be prepared and submitted for consideration by the Provincial Department of Human Settlements. The site in Velddrif was approved for serviced-sites, of which the services were installed with subsidy-approval from the Provincial Department of Human Settlements about two-three years ago.

## SCOPE OF WORK / DESCRIPTION OF SERVICES REQUIRED

The scope of work to be carried out by the consultant shall include but not be limited to the following activities:

### ACTIVITY 1: PROJECT MANAGEMENT FOR THE OVERALL ASSIGNMENT

#### Project Manager

During the feasibility and project planning of the various portions, the Project Manager shall be responsible among other duties for, but not limited to the following:

- i. Assemble a multi-disciplinary team of registered professionals consisting of a Town Planner, Engineer Civil and Electrical, Environmental specialist, Geotechnical specialists, Urban designer / Architect, Transport planner, Land surveyor and Community facilitator and or any other required specialist (if and when required).

***NOTE: Approval must be obtained before the appointment of any additional staff / specialists from the Project Manager responsible for this project.***

- ii. Produce a final implementation plan (a week after the inception of this project) setting out how it will carry out this assignment. The implementation plan must detail the milestones / deliverables, and their estimated duration. It will also include a cashflow budget linked to timeframes and deliverables,

- iii. Facilitate the definition of the project scope, goals and deliverables to all stakeholders, including to the consultants, relevant municipal official and the local community,
- iv. Co-ordinate and drive all the work streams to ensure all stakeholders perform and contribute so that the project targets and objectives are achieved and completed in the shortest possible time,
- v. Reporting, including preparing and submission of status quo reports on the overall progress of the project on a monthly basis and when required.
- vi. Project communication, including organising and chairing regular meetings of the consulting team and municipal officials, arranging and attending project steering committees meetings, secretarial services for the professional team and project steering committees,
- vii. Monitoring overall project progress and use of resources, initiating corrective action where necessary,
- viii. Preparing and maintaining project, stage and exception plans as required,
- ix. Time management; including the preparing and updating of a project programme, and ensuring adherence to it by all professionals and contractors,
- x. Managing project risks, including the development of contingency plans,
- xi. Managing the payments of professionals and submission of invoices,
- xii. Project management of construction for services and top-structures, including project enrolment with the NHBRC, hand-over and close-out.
- xiii. Project administration (handling of the subsidy process from completion of subsidy application forms to registration of title deeds process & project reconciliations).

The Project Manager and team of consultants will report directly to the Municipality's internal Project Manager(s) assigned to the project. All deliverables (reports and specialist studies) will be submitted to the Project Manager(s) as draft documents for review and comment.

## **ACTIVITY 2: FEASIBILITY STUDY**

The team of consultants must conduct a feasibility study to determine the suitability of land for human settlement development before proceeding to detailed planning and design, and the main activities will be the following:

- i. Desktop study and Pre-planning process with estimated yields
  - Investigate landownership, servitudes, locality, title restrictive conditions and zoning, land uses,
  - Prepare a base plan illustrating the property descriptions, locality, current zoning, servitudes, etc.

- Site analysis / inspections / physical activities on site (including site constraints / opportunities),
  - Identify existing public social and economic amenities,
  - Prepare a contextual assessment of the site,
  - Propose development options for temporary relocation areas (at least three viable options with different densities),
  - Prepare a prelim site and layout development plan (with estimated yields), - Identify the implications of the relevant zoning scheme regulations.
  - Identify the existing spatial planning policies for the application area.
- ii. Cadastral and site survey
- Confirmation of outside figure incl. co-ordinates,
  - Survey of all existing services infrastructure,
  - Contour plan with 0,50 meter intervals, including recent aerial photographs (if needed) of the area, and indicate the 1:50 year floodline.
- iii. Infrastructure status quo assessment
- Investigate the availability of bulk infrastructure services and compile a report of the current situation and outline proposals for the upgrading of infrastructure required,
- iv. Basic Geotechnical assessment
- Provide a Phase 1 Geotechnical Site Investigation in accordance with the requirements of the Generic Specification GFSH-2 of the National Department Human Settlements Directorate (Phase 1 Geotechnical report).
- v. Basic Environmental Impact Assessment
- Determine the need to conduct a Basic Assessment,
  - Investigate the preliminary environmental impact (Basic Assessment) of the proposed development as per the guidelines of the competent authority, including the legal due diligence which outlines the laws of relevance to the proposed development and the required authorisations to lawfully undertake the proposed development, the processes and timelines, if required.
  - Provide the findings of the full investigation, including photos (preliminary environmental assessment report),

vi. Basic Heritage Assessment

- Submit a Notification of Intent to Develop (NID) to Heritage Western Cape to assess the need for additional Heritage Studies,
- Assess and determine the preliminary heritage impacts in relation to the site and proposed development and provide the findings of the investigation, including photos (preliminary heritage report), if required.

vii. Basic transport assessment

Assess and determine the impact on the existing road infrastructure that will be potentially generated by the additional traffic of the proposed development (preliminary transport report).

viii. Geo-technical Variation

A motivation and breakdown for e Geo-technical variation in accordance with the variance calculator as provided for in the Enhanced Norms and Standards 2014/15, amended in April 2018 and Chapter 3 of the National Housing Code, 2009

***NOTE: All specialist studies as described above must be supported by a detailed report.***

Once the feasibility study is concluded, the Project Manager must compile and submit a Project Feasibility Report to the Provincial Department of Human Settlements. Prospective bidders must note that the appointment to complete Activity 3 and 4 will be subject to the funds being made available by the Provincial Department of Human Settlements.

### **ACTIVITY 3: DETAILED PLANNING / DESIGNS AND OBTAIN ALL THE REQUIRED STATUTORY APPROVALS**

The consultants will assist with producing detailed plans / designs and obtain all the required statutory approvals in accordance with the preferred development option in terms of the feasibility study report, and the main activities will be the following:

i. Engineer Civil

- Prepare a detailed assessment of civil infrastructure report indicating current capacity and outline proposals for the upgrading of infrastructure required with cost estimates,
- A clear distinction must be made between underground and overhead services,
- Obtain approval from the municipality and relevant authority (civil and electrical infrastructure),
- Prepare detailed designs of civil infrastructure,

- Prepare bid documents for construction of engineering services, - Supervise the implementation of the engineering services,

ii. Engineer Electrical

- Prepare a detailed assessment of electrical infrastructure report indicating current capacity and outline proposals for the upgrading of infrastructure required with cost estimates,
- Obtain approval from the municipality and relevant authority (civil and electrical infrastructure),
- Prepare detailed designs of electrical infrastructure,
- Prepare bid documents for construction of engineering services,
- Supervise the implementation of the engineering services,

iii. Environment Impact Assessment

- Conduct the Environmental Impact Assessments of the proposed development as per the guidelines of the competent authority and in accordance with the findings of the preliminary EIA report,
- Prepare and submit an Environmental Impact Assessment application in order to obtain all the required Environmental Authorisation by Department of Environmental Affairs and Development Planning (DEA&DP),

iv. Heritage assessment

- Ascertain and obtain all required Heritage Authorisation in accordance with the requirements and regulations of the National Heritage Resource Act (No.25 of 1999), if and where needed.

v. Geotechnical assessment

Provide a Phase 2 Geotechnical Site Investigation in accordance with the requirements of the Generic Specification GFSH-2 of the National Department Human Settlements Directorate (Phase 2 Geotechnical report).

vi. Transport assessment

Prepare and provide a detailed Traffic Impact Assessment (TIA), if and where needed.

vii. Town planner

- Prepare a concept for discussion purposes as well as final layout and subdivision plan,
- Layout and subdivision plan to meet amongst other the following principles:

- ✓ Integration and continuity of mobility routes, public open spaces, social facilities and economic opportunity,
- The final layout plan must be formulated in consultation with the Municipality's Town Planning Department as well as Engineers to ensure cost efficiency,
- Submit land use planning applications required for the development in order to obtain statutory approval(s),
- Obtain land development rights

#### viii. Land Surveyor

- Prepare the topographical survey to enable an optimum town layout,
- Prepare and submit the General Plans to the Surveyor General for approval,
- Conduct all Surveying work required to place pegs in accordance with the layout depicted on the General Plans after SG approval

#### ix) Community facilitator/Subsidy Administrator

- Ideally a separate facilitator must be appointed for each of the towns, subject to financial feasibility based on economy of scale
- Appointment of a facilitator that can communicate with members of the community in the language spoken by members of the community.
- Ideally a separate facilitator must be appointed for each of the towns, subject to financial feasibility based on economy of scale
- Develop and implement a community participation and facilitation plan,
- Identify role players and key stakeholders,
- Establish a project steering committee,
- Conduct workshops with identified stakeholders to get buy-in into the project,
- Understand and communicate to the Municipality the social and political dynamics within the area,
- Ensure early identification of potential conflict between the community and government and advise to ensure successful implementation of the project,
- Assist with translation and communication needs during the verification of households and compiling of the a beneficiary list,
- Occupation agreements verification and registration,
- Manage subsidy administration process and handing over sites to approved beneficiaries

x. Conveyancer

- It is envisaged that a conveyancer for all the projects will be needed, and bidders must indicate what the associated cost per erf/unit will be.
- attend to the registration of all the properties created (erven, streets, public open space, community facility erven, etc.)

#### **ACTIVITY 4: IMPLEMENTATION STRATEGY AND CONSTRUCTION MANAGEMENT**

The consultants will assist with the implementation strategy and overall construction supervision for the installation of civil and electrical infrastructure and in accordance with the approved drawings by the municipality, the main activities will be the following:

- i. Prepare bid documents for construction of engineering services and top-structures,
- ii. Supervise the implementation of the engineering services, top-structures and submit a construction programme,
- iii. Construction monitoring, supervision, inspection and certification,
- iv. Submit completion certificates,
- v. Certify payments,
- vii. Final handover of project-deliverables to the municipality

#### **EXPERIENCE REQUIRED**

The Project Manager and Team of Consultants must demonstrate the following characteristics as an indication of its capacity and readiness to implement the assignment:

- i. At least 3-5 years' experience in the field of human settlements development with emphasis on participatory planning processes to inform the urban design frameworks,
- ii. Extensive and demonstrable experience in human settlements programme(s), project design and packaging,
- iii. Specialist studies for assessment of: geotechnical conditions, environmental and basic services provision status etc.,
- iv. Stakeholder engagements and communication,
- v. Knowledge of the South African legislative and regulatory environment relating to human settlements, informal settlement upgrading and planning processes,
- vi. Capacity to successfully carry out an assignment of this nature,
- vii. viii. Clearly demonstrate in their methodology their understanding of the brief / scope of works and of all the deliverables required.

## COST IMPLICATIONS

The Project Manager and Team of Consultants must provide the municipality with a detailed cost estimate as indicated hereunder:

Table 1: Cost estimates

ITEMS	AMOUNT
Activity 1: Project Management	R
Activity 2: Feasibility Study	R
Activity 3: Detailed Planning & Design	R
Activity 4: Contract Management	R
Activity 5: Conveyancing Fees	R
Activity 6: Subsidy Administration	R
TOTAL (excl. VAT)	R
15% VAT	R
TOTAL (incl. VAT)	R

**NB: PROFESSIONALS APPOINTED TO FORM PART OF THE PROJECT TEAM MUST ALSO ATTACH A DETAILED COST IMPLICATIONS IN ACCORDANCE WITH THE WORK THAT MUST BE PERFORMED DURING THE PROJECT.**

## PROGRAMME, PROJECT PLAN AND CASHFLOW

The Project Manager and Team of Consultants must produce an implementation plan setting out how it will carry out this assignment. The implementation plan must detail the key activities to be performed as well as deliverables together with their estimated duration. The implementation plan must reflect a cash-flow budget and payment schedule linked to the timeframes and deliverables.

## MILESTONES AND TIMEFRAME PER TASK

The duration of the assignment should not exceed twenty four (24) months from the date of commissioning of the contract. A progress report indicating key activities which have taken place, activities scheduled for the next period and obstacles encountered, should be submitted on a monthly basis to the Municipality. Key milestones and timeframe for this assignment are shown below in table 2:

Table 2: Key milestones and timeframes

Step	Milestones	Timeframes
Activity 1	Submission of a project implementation plan	1 Week
Activity 2	Submission of all required specialist studies	2 Months
	Submission of a feasibility report	
Activity 3	Submission of a community facilitation plan	1 Week
	Submission of all required detailed specialist studies and obtain authorisations from the relevant authority	14 months
	Submit civil drawings to the internal engineering department and obtain approval	
	Submit electrical drawings to the internal engineering department and obtain approval	
	Obtain land use rights from the relevant authority	
	Final report	
Activity 4	Submission of an implementation strategy	2 Weeks
	Submit construction programme	
<b>TOTAL ESTIMATED TIMEFRAME</b>		<b>24 MONTHS</b>

## REPORTING

- 9.1. The Project Manager and Team of Consultants shall report directly to the Municipality's internal Project Manager assigned to this project,
- 9.2. All deliverables will be submitted as drafts for review and comments,
- 9.3. Intermittent feedback to the community might be required, but will not exceed 2 meetings per project.

## PAYMENT

Progress payments to the Service Provider will only be affected as mutually agreed on the project upon completion of required outcomes and or milestones. Any fees or remuneration are inclusive of Value Added Tax.

## FUNCTIONALITY SCORING

A detailed comprehensive description with references of the following criteria must be provided since the bidder will be evaluated on this. The detail provided here must specifically illustrate your experience in performing the work described in the specifications. Information should be inserted hereunder in table 3.

**INFORMATION CAN BE INSERTED ON THIS FORMS**

*Table 3: Description of work performed with references*

Type of work performed	Client's details: where work was done, contact person, name and number	Start and completion date of contract	Value of contract

Functionality will be evaluated on the Service provider's experience in:

- i. Experience of Project Manager and Team of Consultants in the Built Environment ii. Technical Approach / Plan
- ii. Organisation and Staffing
- iii. Experience of key personnel

**The bidder will be pre-qualified on the following items. A minimum of 70 points out of 100 are required for the bidder to be EVALUATED FURTHER and to be regarded as responsive.**

**Functionality will be evaluated on the service provider's experience in the below aspects and shall be scored as depicted hereunder in *table 4*:**

**1) TENDERER EXPERIENCE**

scoring

**SCORE APPLICABLE DESCRIPTION**

Poor (SCORE 40)	Tenderer has limited experience <b>0 till 1 year experience</b>		
Satisfactory (SCORE 70)	Tenderer has relevant experience but has not dealt with the critical issues specific to the assignment <b>More than 1 till 2 years experience</b>		
Good (SCORE 90)	Tenderer has extensive experience in relation to the project and has worked previously under similar conditions and circumstances. <b>More than 2 years till 5</b>		
Very Good (SCORE 100)	Tenderer has outstanding experience in projects of a similar nature. <b>More than 5 years</b>		

**2) TECHNICAL APPROACH / PLAN**

**SCORE APPLICABLE DESCRIPTION**

Poor (SCORE 40)	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.		
Satisfactory (SCORE 70)	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality of the plan and the manner in which risk is to be managed etc is too generic.		
Good (SCORE 90)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. is specifically tailored to the critical characteristics of the project.		
Very Good (SCORE 100)	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach details ways to improve the project outcomes and the quality of the outputs.		

**3) ORGANISATION AND STAFFING**

**SCORE APPLICABLE DESCRIPTION**

Poor (SCORE 40)	The organization chart is sketchy, the staffing plan is weak in important areas. There is no clarity in allocation of tasks and responsibilities.		
Satisfactory (SCORE 70)	The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate.		
Good (SCORE 90)	Besides meeting the "satisfactory" rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities, and the approach to satisfying local consultants. Some members of the project team have worked together before on limited occasions.		
Very Good (SCORE 100)	Besides meeting the "good" rating, the proposed team is well integrated and several members have worked together extensively in the past.		

**4) EXPERIENCE OF STAFF (ADEQUACY)**

SCORE APPLICABLE	GENERAL EXPERIENCE AND QUALIFICATIONS	ADEQUACY FOR THE ASSIGNMENT	KNOWLEDGE OF ISSUES PERTINENT TO PROJECT		
Poor (SCORE 40)	Key staff have limited levels of general experience	Key staff have limited levels of projects specific education, skills, training and experience	Key staff have limited experience of issues pertinent to the project		
Satisfactory (SCORE 70)	Key staff have reasonable levels of general experience	Key staff have reasonable levels of projects specific education, skills, training and experience	Key staff have reasonable experience of issues pertinent to the project		
Good (SCORE 90)	Key staff have extensive levels of general experience	Key staff have extensive levels of projects specific education, skills, training and experience	Key staff have extensive experience of issues pertinent to the project		
Very Good (SCORE 100)	Key staff have outstanding levels of general experience	Key staff have outstanding levels of projects specific education, skills, training and experience	Key staff have outstanding experience of issues pertinent to the project		



**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**

3.8.1 If yes, furnish particulars. ....

<sup>1</sup>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.

<sup>2</sup> 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**

3.9.1 If 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 2017**

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

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

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included); and

1.2

- a) The value of this bid is estimated to not exceed R200 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

**2. DEFINITIONS**

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

**3. POINTS AWARDED FOR PRICE**

**3.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

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

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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: = ..... (maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES
1. ....
2. ....

..... SIGNATURE(S) OF BIDDER(S)
NAME of SIGNATURES:.....
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 8/2/87-2019 (MN209/2019)** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, *viz*
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

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 **8/2/87-2019 (MN209/2019)** 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.
- 4.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
Quotation 8/2/87-2019 MN202-2019 Appointment of a Multi-disciplinary team	R			LEVEL	N/A

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? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT  
JULY 2010**

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### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

# General Conditions of Contract

## 1. Definitions

1. The following terms must be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 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.

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- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local

industries in the RSA.

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

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- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.

- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

**2. Application**

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

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**3. General**

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

**4. Standards**

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

**5. Use of contract documents and information inspection**

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

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

- 5.2 The supplier must not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 must remain the property of the purchaser and must be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier must permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent Rights**

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

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**7. Performance Security**

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

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises must be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections must be carried out, the purchaser must itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses must be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses must be defrayed by the supplier.

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

**9. Packing**

- 9.1 The supplier must provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing must be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size

weights must take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages must comply strictly with such special requirements as must be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and Documents**

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

**11. Insurance**

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

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**12. Transportation**

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

**13. Incidental Services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service must not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, must be agreed upon in advance by the parties and must not exceed the prevailing rates charged to other parties by the supplier for similar services.

**14. Spare parts**

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election must not relieve the supplier of any warranty obligations under the contract; and;

- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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**15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract must have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty must remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser must promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier must, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

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

claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

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- 17. Prices** 17.1 Prices charged by the supplier for goods delivered and services performed under the contract must not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
- 18. Variation Orders** 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Assignment** 19.1 The supplier must not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts** 20.1 The supplier must notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, must not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance** 21.1 Delivery of the goods and performance of services must be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier must promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser must evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension must be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

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

**22. Penalties**

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

**23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier must be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier must continue performance of the contract to the extent not terminated.

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- 23.3 Where the purchaser terminates the contract in whole or in part,

the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

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- 24. Antidumping and**      24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the
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**countervailing duties and rights**

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

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier must not be liable for forfeiture of its performance

security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier must promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier must continue to perform its obligations under the contract as far as is reasonably practical, and must seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
  - (a) the parties must continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser must pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

**28. Limitation of Liability**

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
  - (a) the supplier must not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion must not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (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.

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- 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<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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:

**FQ 8/2/87-2019 / MN209-2019: APPOINTMENT OF A MULTI-DISCIPLINARY TEAM TO DO FEASIBILITY STUDIES AND PROJECT PACKAGING FOR BERGRIVIER MUNICIPALITY**

### **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

<sup>3</sup> 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<sup>3</sup> 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**

### **CHECK LIST FOR COMPLETENESS OF BID DOCUMENT 8/2/87-2019 (MN209/2019)**

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

### **Non adherence to this checklist will invalidate your offer!**

*\*Mark with "X" where applicable*

Items to be checked	Yes	No	Comments
1. Completed and signed all pages containing the details of bidder			
2. Valid and original tax clearance certificate attached to bid document or submitted the <b>TCS PIN NUMBER</b> Was the MAAA NR of CSD quoted on page 3			
3. Adhered to the pricing instructions (MBD 3.1 )			
4. Completed and signed declaration of interest (MBD 4)			
5. Was all the Directors/Shareholders ID no's. quoted on MBD4			
6. Preference points claimed and signed declarations (MBD 6.1 where applicable)			
7. Signed MBD 7.1 where applicable.			
8. Signed declaration of bidder's past supply chain management practices (MBD 8)			
9. Prohibition of Restrictive Practices (MBD 9) be completed and signed			
1. A <b>certified</b> copy or <b>original</b> BBBEE certificate			
2. Latest municipal account of the bidder and its directors must be attached <b>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.</b>			
3. 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**

.....

.....



# BERGRIVIER

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Position

Name

## SUPPLY CHAIN MANAGEMENT

Enquiries: Mr. I. Saunders

Ref: 6/1/1

Tel: (022)913 6000

Fax: (022)913 1380

E-mail: saundersl@bergmun.org.za

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### 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

28 November 2019