



**BERGRIVIER MUNICIPALITY**

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**TENDER NO: 8/3/22-2024 (MN107-2024)**

**TRANSPORT OF MUNICIPAL WASTE FOR A PERIOD FROM 01 JULY 2024**  
**TILL 30 JUNE 2027**

**PROCUREMENT DOCUMENT**

<b>NAME OF TENDERER:</b>			
<b>Total Bid Price (Inclusive of VAT)</b>			
<b>B-BBEE LEVEL</b>			
<b>MUNICIPAL AREA:</b>			
<b>PLEASE REFER TO PAGE 65 AND TICK AS APPROPRIATE: SMME</b>	<b>MICRO</b>	<b>SMALL</b>	<b>MEDIUM</b>

APRIL 2024

**PREPARED AND ISSUED BY:**

Directorate: Finance:  
Supply Chain Management Unit  
Bergrivier Municipality,  
PO Box 60 Piketberg 7320  
Tel no.: (022) 913 6000

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**

**Mr. Wikus Burger  
Senior Technician Civil**

Tel (W): 022 913 6000  
Email: [bugerw@bergmun.org.za](mailto:bugerw@bergmun.org.za)



## BERGRIVIER MUNICIPALITY

### **TENDER 8/3/22-2024 / MN107-2024: TRANSPORT OF MUNICIPAL WASTE FOR A PERIOD FROM 01 JULY 2024 TILL 30 JUNE 2027**

**TENDERS** are hereby invited from service providers for the transport of Municipal waste for a period from 01 July 2024 till 30 June 2027, as set out in the specifications.

Bids, in sealed envelopes, clearly marked "**Tender No 8/3/22-2024 / MN107-2024: Transport of Municipal waste for a period from 01 July 2024 till 30 June 2027**", must be placed in the tender box at the Municipal Offices, 13 Kerk Street, Piketberg no later than **12:00 on Tuesday, 21 May 2024**, when the bids will be opened in public. **Bids addressed to any municipal official in his/her personal capacity will not be considered and will immediately be disqualified. It is the bidder's responsibility to make sure that bids are being placed in the tender box by courier companies. The Municipality will not be held accountable for any bids not being placed in the tender box by courier companies.**

Tender documents and specifications that contain the minimum requirements are available on Berggrivier Municipality's website (**www.bergmun.org.za**) free of charge, or a hard copy on request at a **non-refundable fee of R70.00** from Ms. Revedy Hendricks at tel. no. (022) 913 6036 or email: **hendricksr@bergmun.org.za** during office hours. All technical enquiries can be addressed to Mr. Wikus Burger at tel. no. (022) 913 6000 or e-mail: **burgerw@bergmun.org.za**.

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

**A compulsory clarification meeting is scheduled on Thursday, 02 May 2024 at 10h00, at Berggrivier Municipal Offices, 13 Kerk Street in Piketberg.**

Bids will be evaluated using the Council's Supply Chain Management Policy. It is therefore compulsory that the Preference Point Claim form for the Preferential Procurement Regulations is completed in full to make application for preference points of **80 points for price, 10 points for specific participation goals and 10 points for BBBEE. The Bid price must be VAT inclusive.**

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

Only bids completed in **black** ink on the original Bid documentation will be accepted. Late, incomplete or Bids submitted by facsimile or email will not be accepted. Proof of submitting a Bid will not be accepted as proof of the Bid having been received. The Municipality is not obliged to accept the lowest or any Bid submitted to it. The Municipality reserves the right to accept any Bid in full or in part. If prices offered are cost effective Council reserves the right to procure more items to take financial advantage thereof.

**MUNICIPAL OFFICES  
13 CHURCH STREET  
PIKETBERG  
7320**

**ADV. HANLIE LINDE  
MUNICIPAL MANAGER**

**MN107-2024**

**19 April 2024**



## BERGRIVIER MUNICIPALITY

### **TENDER 8/3/22-2024 / MK107-2024: DIE VERVOER VAN SOLIEDE MUNISIPALE AFVAL VIR 'N PERIODE VANAF 01 JULIE 2024 TOT EN MET 30 JUNIE 2027**

**TENDERS** word hiermee aangevra vanaf diensverskaffers vir die vervoer van soliede Munisipale afval vir 'n periode vanaf 01 Julie 2024 tot en met 30 Junie 2027, soos uiteengesit in die spesifikasies.

Tenders, in verseëde koeverte en duidelik buite-op gemerk "**Tender 8/3/22-2024 / MK107-2024: Die verskaf en aflewering van soliede Munisipale afval vir 'n periode vanaf 01 Julie 2024 tot en met Junie 2027**", moet in die tenderbus by die Munisipale Kantore, Kerkstraat 13, Piketberg geplaas word teen nie later as **12:00** op **Dinsdag, 21 Mei 2024**, waarna tenders in die openbaar oopgemaak sal word. 'n **Bod dokument wat aan enige munisipale amptenaar in sy/haar persoonlike hoedanigheid gerig word, sal nie oorweeg word nie en sal onmiddellik gediskwalifiseer word. Dit is die diensverskaffer se verantwoordelikheid om seker te maak dat 'n Bod dokument deur die koerier maatskappye in die tenderbus geplaas word. Die Munisipaliteit sal nie aanspreeklik gehou word vir enige Bod dokument wat nie deur die koerier maatskappye in die tenderbus geplaas word nie.**

Tender dokumente en spesifikasies is verkrygbaar op Bergrivier Munisipaliteit se webtuiste (**www.bergmun.org.za**) teen geen tenderfooi, of 'n harde kopie verkrygbaar teen 'n **nie-terugbetaalbare tenderfooi van R70.00** by Me. Revedy Hendricks by tel. no. (022) 913 6036 of e-pos: **hendricksr@bergmun.org.za**, gedurende kantoorure. Alle tegniese navrae moet gerig word aan Mnr. Wikus Burger by tel. no. (022) 913 6000 of e-pos: **burgerw@bergmun.org.za**.

Tenders moet geldig en bindend wees vir een honderd en twintig (**120**) dae na sluitingsdatum.

**'n Verpligte bodinligtingsessie is geskeduleer vir Donderdag, 02 Mei 2024 om 10h00, by Bergrivier Munisipale Kantore te Kerkstraat 13 in Piketberg.**

Tenders sal geëvalueer word ingevolge die Raad se Voorsieningskanaalbestuursbeleid, 80/20-punte stelsel. Dit is dus verpligtend om die Voorkeurverkrygingsvorm te voltooi om te kwalifiseer vir enige **voorkeerpunte van 80 punte vir prys, 10 punte vir spesifieke deelname doelwitte en 10 punte vir BBBEE. Pryse moet BTW insluit.**

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

Slegs tenders wat in **swart** ink voltooi is op die oorspronklike dokumentasie sal aanvaar word. Laat, onvolledige of tenders ontvang per faks of e-pos, sal nie aanvaar word nie. Bewys van versending van 'n tender sal nie as bewys van ontvangs van 'n tender gesien word nie. Die Raad is nie verplig om die laagste of enige tender te aanvaar nie. Die Raad behou die reg voor om enige tender of gedeelte daarvan te aanvaar. Indien goeie pryse vir items ontvang word kan Raad die hoeveelhede aanpas om voordeel daaruit te trek.

**MUNISIPALE KANTORE  
KERKSTRAAT 13  
PIKETBERG  
7320**

**ADV. HANLIE LINDE  
MUNISIPALE BESTUURDER**

**MK107-2024**

**19 April 2024**



## BERGRIVIER MUNICIPALITY

TENDER DETAILS					
TENDER NUMBER:	<b>TENDER 8/3/22-2024 MN107-2024</b>				
TENDER TITLE:	<b>TRANSPORT OF MUNICIPAL WASTE FOR A PERIOD FROM 01 JULY 2024 TILL 30 JUNE 2027</b>				
CLOSING DATE:	<b>21 MAY 2024</b>	CLOSING TIME:	<b>12h00</b>		
SITE MEETING:	DATE: <b>02 MAY 2024</b>	TIME:	<b>10H00</b>	COMPULSORY:	<b>YES</b>
SITE MEETING ADDRESS:	<b>BERGRIVIER MUNICIPAL OFFICES, 13 KERK STREET IN PIKETBERG</b>				
<i>NB: Please note that no latecomers will be allowed.</i>					
<i>For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be <b>disqualified</b></i>					
CIDB GRADING REQUIRED:	<b>NO</b>	LEVEL AND CATEGORY:	<b>N/A</b>		
BID BOX:	SITUATED AT: BERGRIVIER Municipal Building, 13 Church Street, BERGRIVIER. The bid box is generally open 24 hours a day, 7 days a week.				
OFFER TO BE VALID FOR:	<b>120 DAYS</b>	DAYS FROM THE CLOSING DATE OF BID.			
TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)					
NAME OF TENDERER:					
NAME OF CONTACT PERSON:					CELL PHONE NO:
PHYSICAL ADDRESS:		POSTAL ADDRESS:			
TELEPHONE #:			FAX NO.		
E-MAIL ADDRESS:					
DATE:					
SIGNATURE OF TENDERER:					
CAPACITY UNDER WHICH THIS BID IS SIGNED:					
<b>PLEASE NOTE:</b>					
<ol style="list-style-type: none"> <li>1. Tenders that are deposited in the incorrect box will not be considered.</li> <li>2. Mailed, telegraphic or faxed tenders will not be accepted.</li> <li>3. If the bid is late, it will not be accepted for consideration.</li> <li>4. Bids may only be submitted on the Bid Documentation provided by the Municipality.</li> <li>5. <b>All figures &amp; signatures must be completed in an original format</b></li> </ol>					
ENQUIRIES MAY BE DIRECTED TO:	CONTACT PERSON	TEL. NUMBER	EMAIL ADDRESS		
1. TECHNICAL ENQUIRIES	<b>Mr. Wikus Burger</b>	<b>022 913 6000</b>	<b>hendricksr@bergmun.org.za</b>		
2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS	<b>Ms. Revedy Hendricks</b>	<b>022 913 6000</b>	<b>hendricksr@bergmun.org.za</b>		



## BERGRIVIER MUNICIPALITY

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**BERGRIVIER MUNICIPALITY**

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**PART A – ADMINISTRATIVE REQUIREMENTS IN  
TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**



## BERGRIVIER MUNICIPALITY

### 1. CHECKLIST

**PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:**

<b>Authority to Sign a Bid</b> - Is the form duly completed and is a <b>certified copy</b> of the <b>resolution</b> attached?	Yes		No	
<b>Tax Clearance Certificate -VALID</b> Tax Clearance Certificate attached/ Tax compliance pin?	Yes		No	
<b>MBD 4</b> (Declaration of Interest) - Is the form duly completed and signed?	Yes		No	
<b>MBD 6.1</b> (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a <b>CERTIFIED</b> copy of the <b>B-BBEE Certificate</b> or the <b>original B-BBEE Certificate</b> attached?	Yes		No	
<b>MBD 8</b> (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes		No	
<b>MBD 9</b> (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes		No	
<b>MBD 10</b> (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the <b>Identity numbers, residential addresses</b> and <b>municipal account numbers</b> of <b>ALL</b> members, partners, directors, etc. provided on the form as requested? Are copies of these municipal accounts attached?	Yes		No	
<b>OHSA</b> (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid <b>Letter of Good Standing</b> from the Compensation Commissioner attached?	Yes		No	
<b>Form of Indemnity</b> - Is the form duly completed and signed?	Yes		No	
<b>Pricing Schedule</b> - Is the form duly completed and signed?	Yes		No	
<b>Form of Offer</b> - Is the form duly completed and signed?	Yes		No	
<b>Declaration by Tenderer</b> - Is the form duly completed and signed?	Yes		No	

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**BERGRIVIER MUNICIPALITY**

**2. AUTHORITY TO SIGN A BID**

**1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON**

1.1. I, \_\_\_\_\_, the undersigned, hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_ OR

1.2. I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**2. COMPANIES AND CLOSE CORPORATIONS**

- 2.1. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid
- 2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a **resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

**PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC**

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorized Signatory			
Capacity			
Specimen Signature			
<b>Full name and surname of ALL Director(s) / Member (s)</b>			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a <b>CERTIFIED COPY</b> of the resolution attached?		<b>YES</b>	<b>NO</b>
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



**BERGRIVIER MUNICIPALITY**

**3. PARTNERSHIP**

We, the undersigned partners in the business trading as \_\_\_\_\_ hereby authorize Mr/Ms \_\_\_\_\_ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**4. CONSORTIUM**

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. \_\_\_\_\_ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



# BERGRIVIER MUNICIPALITY

## 3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

**This returnable schedule is to be completed by JOINT VENTURES**

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. \_\_\_\_\_  
authorized signatory of the Company/Close Corporation/Partnership (name) \_\_\_\_\_,  
acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

(i) Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

(ii) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

(iii) Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

(iv) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

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



## BERGRIVIER MUNICIPALITY

### 4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

#### 1. DEFINITIONS

The following terms shall 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 supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. 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.
- 1.14. "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.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "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 supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.



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- 1.19. "Manufacture" means the production of products in a factory using labor materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "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.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "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.
- 1.29. "Written" or "in writing" means handwritten 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, 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 supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### 3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall 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 shall conform to the standards mentioned in the bidding documents and specifications.

### 5. Use of contract documents and information; inspection.

- 5.1. The supplier shall 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 shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall 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 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.



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

### 7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall 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 shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.3.1. 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
- 7.3.2. 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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an 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 shall be carried out, the purchaser shall 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 shall 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 shall be defrayed by the supplier.
- 8.6. Supplies 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.



## BERGRIVIER MUNICIPALITY

- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, 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 shall 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 shall 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 shall 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 shall 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 and weights shall 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 shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

### 10. Delivery

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

### 11. Insurance

The goods supplied under the contract shall 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.

### 12. Transportation

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

### 13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - 13.1.4. 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 shall not relieve the supplier of any warranty obligations under this contract; and
  - 13.1.5. 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, shall be agreed upon in advance by the parties and shall 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:



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- 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- 14.1.2. in the event of termination of production of the spare parts:
  - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

### 15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract 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 shall 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 shall 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 in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC 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 shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

### 17. Prices

Prices charged by the supplier for goods delivered and services performed under the contract shall 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

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

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



**20. Subcontracts**

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall 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 shall 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 shall 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 shall 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 shall 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 supplies are required, or the supplier’s services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall 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 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies 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**

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 shall, 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:
  - 23.1.1. 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;
  - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
  - 23.1.3. if the supplier, in the judgment 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 shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to



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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 purchase 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:

23.6.1. the name and address of the supplier and / or person restricted by the purchaser;

23.6.2. the date of commencement of the restriction

23.6.3. the period of restriction; and

23.6.4. the reasons for the restriction.

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

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

### 24. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies 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 shall 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 shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

### 26. Termination for insolvency

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 shall 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,
- 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.4.2. the purchaser shall pay the supplier any monies due 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;
- 28.1.1. the supplier shall 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 shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- 28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

### 29. Governing language

The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

### 30. Applicable law

The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

### 31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall 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 shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### 32. Taxes and duties

- 32.1. A foreign supplier shall 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 shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall 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 shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

### 33. Transfer of contracts

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



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### 34. Amendment of contracts

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall 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 shall be in writing, shall 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 of 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 contractor(s) concerned.

*General Conditions of Contract (revised July 2010)*



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### 5. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the “**TENDER NUMBER: 8/3/22-2024 MN107-2024**” clearly endorsed on the envelope, must be deposited in the **TENDER BOX** at the offices of the Bergrivier Municipality, Kerk Street, Piketberg 7320.
2. The tender must be lodged by the Tenderer in the tender box in the Main Entrance, Bergrivier Municipal Offices, Kerk Street, Piketberg 7320.

#### PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
- 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
- 2.3. Documents may only be completed in non-erasable ink.
- 2.4. The use of correction fluid/tape is not allowed.
  - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
  - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
- 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
- 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
3. **Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000.00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please insure that provision is made for VAT in these instances.**
  - 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
  - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Bergrivier Municipality is **4000 846 172**.
- 3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
- 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
- 5 Tenders shall be opened in public at the Bergrivier Municipal Offices as soon as possible after the closing time for the receipt of tenders. Tenderers are encouraged to attend these openings.
- 6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; **ALTERNATIVELY**;
  - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
  - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Bergrivier Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.



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7 This bid will be evaluated and adjudicated according to the following criteria:

- 7.1 Relevant specifications
- 7.2 Value for money
- 7.3 Capability to execute the contract
- 7.4 PPPFA & associated regulations

**8 Service Level Agreement**

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Bergrivier Municipality.

**9 Centralised Supplier Database**

No Bids will be awarded to a bidder who is not registered on the Centralized Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as 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 on the CSD will be compulsory in order to conduct business with the Bergrivier MUNICIPALITY. Registration on CSD can be done by contacting 022 913 6000 Mrs. Elorese Scholtz

<b>Centralized Supplier Database (CSD) No. MAAA.....</b>
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**BERGRIVIER MUNICIPALITY**

**6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS**

**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 a valid Tax Clearance Certificate 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 or CSD Registration number

3. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website [www.sars.gov.za](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.

6. Non-adherence to point 4 above may invalidate your offer.



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**PART B: TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>	

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....



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**7. MBD 4 – DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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 and/or take an oath declaring his/her interest.
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 or his or her representative				
3.2.	Identity Number				
3.3.	Position occupied in the Company (director, shareholder <sup>2</sup> etc.)				
3.4.	Company Registration Number				
3.5.	Tax Reference Number				
3.6.	VAT Registration Number				
3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1.	If so, 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.



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<b>3.9.</b>	<b>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?</b>	<b>YES</b>		<b>NO</b>	
3.9.1.	If so, furnish particulars:				
<b>3.10.</b>	<b>Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?</b>	<b>YES</b>		<b>NO</b>	
3.10.1.	If so, furnish particulars:				
<b>3.11.</b>	<b>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>	<b>YES</b>		<b>NO</b>	
3.11.1.	If so, furnish particulars:				
<b>3.12.</b>	<b>Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>	<b>YES</b>		<b>NO</b>	
3.12.1.	If so, furnish particulars:				
	Name of the spouse/child/parent : ..... ID number of the spouse/child/parent:..... Relationship to the official : ..... Designation of the spouse/child/parent: ..... Employer of the spouse/child/parent : .....				
<b>3.13.</b>	<b>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?</b>	<b>YES</b>		<b>NO</b>	
3.13.1.	If so, furnish particulars:				



**BERGRIVIER MUNICIPALITY**

3.14.	Please provide the following information on ALL directors/shareholders/trustees/members below:		
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State <sup>3</sup> Employee Number

**NB:**

a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)  
 b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

**4. DECLARATION**

I, the undersigned (name) \_\_\_\_\_, certify that the information furnished in paragraph 3 above is correct.  
 I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			

<sup>3</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.



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

**NB:**

**Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2022.**

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

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

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

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

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

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

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

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

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

- (i) The promotion of South African owned enterprises;
- (ii) The promotion of export orientated production to create jobs;
- (iii) The promotion of SMMEs;
- (iv) The creation of new jobs or the intensification of labour absorption;
- (v) The promotion of enterprises located in a specific province for work to be done or services



## BERGRIVIER MUNICIPALITY

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

### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000; and
- the 90/10 system for requirements with a Rand value above R50 000 000.

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

1.3 Preference points for this bid shall be awarded for:

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

1.3.1 The points for this bid are allocated as follows:

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



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POINTS WILL BE ALLOCATED AS FOLLOWS above R50 000 000			
	POINTS		For office use
<b>PRICE</b>	90		
<b>SPECIFIC PARTICIPATION GOALS</b>			
Bergrivier Jurisdiction	5		
West Coast jurisdiction	3		
Western Cape Province	2		
South Africa	1		
<b>BBBEE SCORE CARD</b>			
	5		
	100		
<b>TOTAL</b>			

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed (B-BBEE TABLE).
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.6 **If you want to claim the specific goals you need to attach the business registration from CIPC, and if you're a small business/SMME you need to attach the physical address of the business in the form of a municipal account in your personal name or the business name.**
- 1.7 **Please complete your CSD registration number: MAAA.....**

### 2. GENERAL DEFINITIONS

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

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

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

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

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

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

**"EME"** means

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



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

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

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

(2) who is a female; and / or

(3) who has a disability:

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

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

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

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

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

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

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

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

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

1) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

2) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

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

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

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

**“Rural area”** means-

1) a separately populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or

2) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival and may have a traditional land tenure system.

**“Specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as

published in Government Gazette No. 16085 dated 23 November 1994;

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

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

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

excluding direct sales and disposal of assets through public auctions;

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

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



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### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 3.3 Points scored will be rounded off to 2 decimal places.
- 3.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

### FORMULAE FOR PROCUREMENT OF *GOODS AND SERVICES*

#### POINTS AWARDED FOR PRICE

#### 3.5 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

#### 3.6 POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid



**BERGRIVIER MUNICIPALITY**

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

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

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

**5. BID DECLARATION**

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

**6. DECLARATION WITH REGARD TO EQUITY**

6.1 Name of firm : .....

6.2 VAT registration number : .....

6.3 Company registration number : .....

**6.4 TYPE OF FIRM**

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

[TICK APPLICABLE BOX]

**6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....



## BERGRIVIER MUNICIPALITY

### 6.6 COMPANY CLASSIFICATION

- Manufacturer  
 Supplier  
 Professional service provider  
 Other service providers, e.g. transporter, etc.  
[TICK APPLICABLE BOX]

### 6.7 MUNICIPAL INFORMATION

Municipality where business is situated: .....

Registered Account No: .....

Stand No: .....

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

.....

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

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

\*Indicate YES or NO

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

- (i) The information furnished is true and correct.
- (ii) The points claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.



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

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

### WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....



**BERGRIVIER MUNICIPALITY**

**9. MBD 8 – 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:
  - 3.1. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
  - 3.2. been convicted for fraud or corruption during the past five years;
  - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - 3.4. 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.

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?  <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	<b>Yes</b>	<b>No</b>
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)?  <i>(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).</i>	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>



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4.3.1	If so, furnish particulars:		
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?	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>
4.5.1	If so, furnish particulars:		

**5. CERTIFICATION**

I, the undersigned (full name), \_\_\_\_\_, certify that the information furnished on this declaration form 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



**BERGRIVIER MUNICIPALITY**

**10. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids 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>4</sup> Collusive bidding is a *per se* 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:
  - 3.1. take all reasonable steps to prevent such abuse;
  - 3.2. 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
  - 3.3. 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:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION:**

In response to the invitation for the bid made by:

**BERGRIVIER MUNICIPALITY**

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

<sup>4</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.



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- 5.1. has been requested to submit a bid in response to this bid invitation;
  - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>5</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:
- 7.1. prices;
  - 7.2. geographical area where product or service will be rendered (market allocation)
  - 7.3. methods, factors or formulas used to calculate prices;
  - 7.4. the intention or decision to submit or not to submit, a bid;
  - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - 7.6. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

<sup>5</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.



**BERGRIVIER MUNICIPALITY**

**11. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

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

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

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

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

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

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

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

**NB:** Please attach certified copy (s) of ID document(s) and Municipal Accounts  
If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

<b>Signature</b>	<b>Position</b>	<b>Date</b>



**BERGRIVIER MUNICIPALITY**

**12. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)**

**COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)**

**Bergrivier Municipality** has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:

**NOTE:**

**A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.**

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



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**13. FORM OF INDEMNITY**

**INDEMNITY**

Given by (Name of Company) \_\_\_\_\_  
of (registered address of Company) \_\_\_\_\_ a  
company incorporated with limited liability according to the Company Laws of the Republic of South  
Africa (hereinafter called the Contractor), represented herein by (Name of Representative) \_\_\_\_\_  
\_\_\_\_\_ in his capacity as (Designation) \_\_\_\_\_  
of the Contractor, is duly authorized hereto by a resolution dated \_\_\_\_\_ /20\_\_\_, to  
sign on behalf of the Contractor.

**WHEREAS** the Contractor has entered into a Contract dated \_\_\_\_\_ / 20\_\_\_\_\_,  
with the Municipality who require this indemnity from the Contractor.

**NOW THEREFORE THIS DEED WITNESSES** that the Contractor does hereby indemnify and hold  
harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the  
Municipality by reason of or in any way arising out of or caused by operations that may be carried out  
by the Contractor in connection with the aforementioned contract; and also in respect of all claims that  
may be made against the Municipality in consequence of such operations, by reason of or in any way  
arising out of any accidents or damage to life or property or any other cause whatsoever; and also in  
respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or  
settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



**PART B – SPECIFICATIONS AND  
PRICING DATA**

## SPECIFICATIONS

### CONTENTS

- 1 EMPLOYER'S OBJECTIVES
- 2 OVERVIEW OF THE SERVICE
- 3 GENERAL INTENT
- 4 EXTENT OF THE SERVICE
- 5 LOCATION OF THE SERVICE
- 6 DEFINITIONS

#### 1 EMPLOYER'S OBJECTIVES

The Technical Department of the Bergrivier Municipality proposes to haul all waste off loaded at their Transfer Stations to licensed landfills. The actual operation of the Transfer Stations does not form part of this contract and will be carried out by the Bergrivier Municipality.

#### 2 OVERVIEW OF THE SERVICE

The service consists of the hauling by road of all containerised waste from the Piketberg Transfer Station to the Highlands Landfill near Malmesbury as well as waste from the Velddrif Transfer Station to the Vredenburg Landfill near Vredenburg.

#### 3 GENERAL INTENT

The general intent of this Contract is that the Contractor shall procure all items necessary for the rendering of the service in accordance with the terms of Contract, in a workman-like and expeditious manner.

The Engineer shall have the right to verify that the service is carried out in accordance with this Contract and to approve or reject the quality of service rendered by the Contractor or approved subcontractors.

#### 4 EXTENT OF THE SERVICE

The Service in general includes but is not restricted to the following:

- 1. Supply the containers. (30 m<sup>3</sup>)
- 2. Remove full containers from loading bays and replace with empty containers,
- 3. Cover the full containers to prevent windblown litter during transport,
- 4. Transport full containers to the designated Landfill, dispose of the loads as directed by the landfill operator and return the empty containers,

#### 5 LOCATION OF THE SERVICE

The Service is to be rendered at the Piketberg Transfer Station (S 32 54 33.7; E 18 46 16.0) and the Velddrif Transfer Station (S 32 46 33.1; E 18 10 18.5).

## 6 DEFINITIONS

Builder's Rubble	Pieces of masonry, concrete, etc. resulting from construction, repair and demolition activities, without reinforcing steel, uncontaminated with general waste and with a maximum particle size of 300mm.
Bulky Waste	Items, such as motor car bodies, fridges, etc. whose large size precludes or complicates their handling by normal collection, processing or disposal methods.
Municipal Solid Waste	Domestic Waste i.e. solid waste generated by households, retail stores, offices, in the domestic environment and light industry.
Committee of Control (COC):	Committee consisting of representatives of the Bergrivier Municipality, the Engineer and the respective Contractors to discuss operational matters. The Contractor will be expected to attend these meetings.
Residents Monitoring Committee (RMC)	Committee made up of members of the affected public, regulatory authorities and other interested parties, established in terms of the Waste License(s) who, together with the Committee of Control, may assist in the monitoring of operations, identify problems and keep the public informed of activities and developments on the Site.
Transfer Station Operator	The natural or juristic person, or partnership, or group, appointed by the Employer to undertake the operation and maintenance of the Transfers Station(s) in terms of the Contract Document.
Landfill Site Operator	The natural or juristic person, or partnership, or group, appointed by the Permit Holder to undertake the operation and maintenance of the Highlands Landfill Site (or the Vredenburg landfill Site) in terms of the Contract Document.
Garden Waste	Plant clippings, pruning and other discarded material from gardens and plot clearing in the municipal area.
Hazardous Waste	Waste, other than radioactive waste, which is legally defined as hazardous in the state in which it is generated, transported or disposed of. The definition is based on the chemical reactivity, or toxic, explosive corrosive or other characteristics which cause, or are likely to cause, danger to health or to the environment, whether alone or when in contact with each other.
Industrial Waste	Non-toxic and non-hazardous solid waste that results from industrial processes and manufacturing.
Recycling	The recovery any material from the incoming waste, with the intention of re-use or benefit.
Solid Waste	Useless, unwanted or discarded material with insufficient moisture content to represent free-flowing sludge or to generate free liquid.
Haulage Manager	An employee of the Contractor, whose responsibility it is to manage all aspects transport, haulage and offloading operation.
Tonne	1 000 kg.
Medical Institutional Waste	Solid waste originating from education, hospital, health care or research facilities.
Transfer Stations	A permanent facility which provides the infrastructure which allows for the transfer of small quantities of solid waste into large containers, which when full, are removed and transported to a waste disposal facility. Users of the transfer stations include the Municipality, businesses and general public which is operated in a safe, orderly and user-friendly manner.
Bulk waste Container	Large, open-topped steel containers with volume of at least 30 m <sup>3</sup> , of standardized design and specification for hook-lift system and are compatible with the dimensions of the transfer station loading bays in Bergrivier.

**SERVICE TO BE RENDERED**

**CONTENTS**

**1. THE HAULAGE AND TRANSPORTATION OF MUNICIPAL SOLID WASTE IN 30 m<sup>3</sup> CONTAINERS FROM TRANSFER STATIONS AT PIKETBERG AND VELDDRIF AND OFF-LOADING AT REGISTERED LANDFILL SITES: HIGHLANDS NEAR MALMESBURY AND AT VREDENBURG LANDFILL SITE.**

**1.1 GENERAL DESCRIPTION OF THE OPERATION**

The Bergrivier Municipality is responsible for the collection and disposal of solid waste generated within its Municipal boundaries. Two Transfer Stations had been constructed in Bergrivier Municipality, one at Piketberg and one at Velddrif where collected waste can be transferred into containers for long distance haul.

Currently all waste from the Piketberg Transfer Station is transported and disposed at the Highlands Landfill near Malmesbury and the waste from Velddrif Transfer Station is transported and disposed at the Vredenburg Landfill site just outside of Vredenburg. One of the goals of the Bergrivier's Integrated Waste Management Plan (IWMP) is to provide a cost-effective and environmentally sound waste disposal process by sharing resources and minimising the quantity of waste to landfill. Waste minimisation activities (recycling) are presently being carried out in Bergrivier.

This Contract is for the supply of all labour, plant, tools, equipment and management necessary to transport and offload Municipal solid waste in 30 m<sup>3</sup> containers at the registered landfill site. Transport of Municipal solid waste is from both transfer stations. The Contractor will be responsible for the co-ordination of all vehicles, containers and equipment, and for liaison with both the Transfer Station and Disposal Site staff. This must be done in a manner that will ensure that all operations are carried out in a safe, orderly and efficient manner.

**The operation of the Transfer Stations does not form part of this Contract and this function will be carried out by the Bergrivier Municipality.**

**1.2 DESCRIPTION OF SITES AND ACCESS**

**1.2.1 Landfill Sites**

**1.2.1.1 Highlands Landfill Site**

The disposal site is situated west of the N7, approximately 600m from the Bloemendal Road intersection with the N7. GPS coordinates are S33 29 02.5 E18 40 03.3. The road surface leading to the disposal area is surfaced and the landfill site Operator will provide a suitable gravel road to the working face. Facilities at the waste site include a weighbridge and a Material Recovery Facility.

**1.2.1.2 Vredenburg Landfill Site**

The disposal site is situated north of the R45, some 600m from the intersection with the R45. GPS coordinates are S32 55 13.3 E18 02 53.6. The road surface between the R45 and the landfill site is gravel and the landfill site Operator will provide a suitable gravel road to the working face. Facilities at the waste site include a weighbridge and a Material Recovery Facility.

**1.2.2 Waste Transfer Stations**

**1.2.2.1 Piketberg**

The Piketberg Waste Transfer Station is situated to the east of the N7, some 740m east of the traffic circle on the N7 at Piketberg and is approximately 72 km from the Highlands landfill site. GPS coordinates S32 54 33.7 E18 46 16.0. There is a weighbridge at the site. The Transfer Station is fenced by a security fence. The main access road is gravel surfaced and the vehicle turning areas at the Transfer Station are paved.

The Transfer Station comprises an open 30 m<sup>3</sup> bin system with three, under-cover disposal bays.

1.2.2.2 Velddrif

The Velddrif Transfer Station is situated adjacent to the sewage treatment works of Velddrif and is approximately 25 km from Vredenburg Landfills respectively. GPS coordinates S32 46 33.1 E18 10 18.5. The Transfer Station is surrounded by a security fence. There is no weighbridge at the site. The main access road is gravel surfaced and the vehicle turning areas at the Transfer Station are paved.

The Transfer Station comprises an open 30 m<sup>3</sup> bin system with three, under-cover disposal bays.

**1.3 SITE FACILITIES AVAILABLE**

The following facilities may be made available for the Contractor and his staff at no extra charge, subject to successful negotiations with the client and other site personnel involved.

Piketberg Transfer Station:

- Toilet, overnight vehicle storage, limited container storage.

Velddrif Transfer Station:

- Toilet, overnight vehicle storage, limited container storage.

Vehicles and bins are stored at own risk.

**1.4 DIMENSIONS OF CONTAINER BAYS AT THE TRANSFER STATION**

In order to provide for standardisation of containers, and uniformity of operations, the design and dimensions of containers bays are similar for both Transfer Stations.

**1.5 PLANT**

All plant used on the Site shall be suitable for the application and prevailing site conditions, of adequate rated capacity, in good working condition, and shall be so designed and constructed as to cause a minimum of dust, noise and air pollution. The plant shall be operated by properly qualified and experienced operators. In the event of a breakdown occurring, the Contractor shall be capable of calling upon such back-up plant within six hours as is necessary to ensure that the operation is not placed in jeopardy.

No plant may be removed from Site without written permission from the Engineer.

**1.6 OPERATION**

**1.6.1 Sources of Waste**

The following user groups are expected to dispose of waste at the Transfer Stations

Municipal Collection Vehicles - domestic and commercial waste

- Commercial Vehicles - garden waste, commercial waste
- Private residents - domestic and garden waste, builder's rubble

**1.6.2 Waste Quantities**

1.6.2.1 General

The quantity of municipal solid waste (excluding building rubble) generated by the private and commercial sectors in the Bergrivier Municipality, that were hauled from the transfer stations, is given in paragraph 1.6.2.3. The quantities of domestic waste generated are highly variable as a result of the significant influx of visitors/tourists over the holiday periods and long weekends. Variability in both the nature and quantities of garden refuse and builder's rubble is also expected over the year as a result of seasonal cutting and plot clearing, and building and construction activities, respectively.

1.6.2.2 Waste minimisation

The reduction in the amount of waste being sent to landfill is both in line with the Waste Act and Bergrivier's IWMP. Reduction of waste to landfill saves on transport, development and environmental costs. Accordingly, all means to improve and achieve higher levels of minimisation will continue to be actively pursued by the Bergrivier Municipality. Bergrivier Municipality currently operates with a 3 bag system (black for general domestic waste, clear for all recyclable materials and green for greens/garden waste) to minimise the quantities moved to landfills.

Material Recovery

Bergrivier has an active and successful waste recycling program. This includes recycling in the main residential areas of Piketberg, Porterville and Velddrif.

No builder's rubble from building contractors is allowed at the Transfer Stations.

1.6.2.3 Waste Quantities to Landfill

The annual waste quantities from the transfer stations in Bergrivier as measured over the weighbridge at Highlands and Vredenburg Landfill are contained in the following table.

**Quantities of General Waste during 2023 in tonnes**

Month	Velddrif		Piketberg	
	Ton	No of Bins	Ton	No of Bins
Jan-23	566,38	174	442,06	99
Feb-23	422,47	144	432,28	96
Mar-23	445,40	91	538,94	105
Apr-23	335,64	79	400,47	78
May-23	424,42	88	396,18	78
Jun-23	402,24	69	397,19	63
Jul-23	424,96	67	391,13	63
Aug-23	532,42	80	412,56	66
Sep-23	590,28	66	402,24	63
Oct-23	302,82	76	404,26	87
Nov-23	304,58	83	395,43	84
Dec-23	297,58	85	453,20	93
Monthly Average	421	92	422	81

**1.6.3 Operating Hours**

The Transfer Stations are open to the public from 08h00 to 18h00 Monday to Friday for all waste types and 10h00 to 14h00 on Saturdays for all allowable waste types.

The Bergrivier Municipality reserves the right to review these operating times depending on public demand.

The Highlands Landfill Site is open on Monday to Saturday from 08h00 to 17h00.

The Vredenburg Landfill Site is open on Monday to Saturday from 08h00 to 17h00.

**1.6.3.1 Peak Waste Loads**

Peak waste loads occur in Bergrivier as a result of weekend visitors and influx of holiday tourists. These quantities are also affected by seasonal workers in the area.

The Contractor must take cognizance of the peak loads and provide sufficient capacity to service the transfer stations as specified.

**1.6.4 Contractor’s Resources**

Note that the Contractor is required to provide all plant, staff, tools, equipment, consumables, fuel, etc. for the Operation, in terms of this document.

The Contractor must state in the Schedules at the time of tendering, the number, designation and qualifications of all staff to be employed, and the number and description of each of the various types of plant and equipment to be utilised on the Site for the purpose of executing the Contract. The Contractor to provide a basic method statement as to how the work will be carried out.

The Contractor will be permitted to vary this establishment during the course of the Contract only after written application has been made to, and written permission received from, the Engineer. He shall ensure that the Engineer is, at all times, in possession of an up-to-date register of all staff, labour, plant and equipment employed. Any deviation from the provisions of this Clause, especially the removal of plant and equipment without prior approval, will be regarded in a serious light.

**1.6.6 Recycling Rights**

The Contractor will only be permitted to recycle material from the waste stream after approval from Engineer.

**1.6.7 Operation**

The operation of the haulage contract shall include, but not be limited to, the activities listed below.

**1.6.7.1 Technical details and provision of containers and haulage vehicles**

The Contractor shall provide:

- Roll-on, 30 m³ steel containers, which are robustly built for use for the loading, transport and unloading of municipal solid waste, and which can withstand coastal conditions. The sides must be minimum 3 mm thick and suitably braced, and the floors, minimum 4 mm thick and suitably braced. Cross bracing is not acceptable as it restricts loading. All doors, hinges and lock must be industrial standard and robustly constructed. All mechanisms

must comply with industry standards for roll-on containers and haulage vehicles and must be interchangeable with all other containers within the contract.

- Tie-down cleats must be provided on all sides of the container. Cleats must be located at a distance of at least 300 mm from the top of the container to allow for the overlap of covers.
- Two 10 m<sup>3</sup> low profile hook-lift containers plus one spare for builder's rubble for the full Contract period, as required Transfer Stations for use for builder's rubble. The containers must of robust design and kept neat, clean and serviceable at all times while on hire.
- The appropriate truck and trailer combinations preferably, suitable to transport (1 + 2) x 30 m<sup>3</sup> containers with an axle configuration which does not exceed the maximum allowable legal loads for public roads.
- Skid steer loader or equivalent to assist with housekeeping around bins when loading.
- For every container in transit, heavy duty shade cloth-type (or similar) covers which tie onto the cleats on the side of the containers must be provided. This is to ensure that no litter leaves the containers while in transit.

All containers must be kept in a good condition at all times, with particular reference to, inter alia, the wheels at the bottom of the container, and the door, hinges and other door mechanisms. The Contractor shall ensure that the truck and trailer combinations are reliable and driven by appropriately trained and licensed, drivers. Trucks and trailers shall conform to all traffic requirements and road ordinances and shall be operated and maintained in such a way as to provide safe transportation of all containers between the Transfer Stations and the Landfill site.

**Contractors must provide, with their Tender, details of the containers they intend using.**

1.6.7.2 Operation

The Contractor shall:

- Remove full containers from the Transfer Station bays and immediately replace with empty containers. Sufficient time must be allowed between container transfers, to enable the Transfer Station Operating staff to clean out and wash down the container bays.
- Load full containers onto the truck and trailer units and properly secure the container covers before the containers are transported or stored.
- Perform housekeeping around bins area.
- Deliver the containers by road to the landfill sites, weigh in over the weighbridge and tip the contents of the waste containers as indicated by the landfill site Operator.
- When required, periodically weigh the truck trailer and empty containers on the return trip over the weighbridge at the landfill in order to confirm the payload.
- To provide the capacity to remove containers from the Transfer Stations within 3 hours of being notified during working hours.
- Provide the capacity to transport containers on public holidays and after hours if required. The Contractor should expect to work for an additional 2 hours outside normal working hours for approximately 30 days of the year. Records of overtime shall be submitted to the Engineer for approval, on a weekly basis.
- Provide the capacity to replace the truck or trailer within 6 hours in the case of a mechanical breakdown.
- Keep accurate records of all trips, time and distance travelled, quantities of waste handled (including volume, category and registration detail of each vehicle) the number of containers transported and on site at the end of each working day (and whether full, half-full etc.) accidents, breakdowns and stoppages.
- Ensure that the operation continues in all weather conditions.

- Ensure that containers are adequately covered during storage and transport in order to prevent odours, flies, windblown litter etc.
- Prevent odour, flies and rodents (by cleaning and washing the containers and ensuring that they are hygienic and free of waste, by spraying with appropriate biodegradable detergent and disinfectant – cleaning must take place before leaving the disposal site).
- Reduce noise (by ensuring that all plant silencers, etc. are in good working order) and by limiting the operations to the prescribed hours.
- Ensure that vehicle wheels are washed, if necessary, by the landfill site Operator, before leaving the Disposal Site.
- Observe the Site rules for both Transfer Stations and Disposal Sites.

#### 1.6.7.4 Maintenance

The Contractor shall:

- Ensure that containers and vehicles are kept in a clean and good condition at all times. This with particular reference to, inter alia, the wheels at the bottom of the container, and the door, hinges and other door mechanisms.
- Clean out and wash all containers after tipping.
- Ensure that all containers are neatly stored in the storage area provided, when not in use.
- Repair any damages to the Transfer Station infrastructure caused by the loading or off-loading of containers.

### 1.7 MEASUREMENT AND PAYMENT

#### 1.7.1 Basic Principles and Method of Measurement

The Contract has been so structured as to provide for a 3 years' contract period.

The estimated quantity of waste is based on the quantities measured over the weighbridges in 2023.

Variability in the waste quantities can, however, be expected due to peak loads during holiday/season periods and improvements in the quantity of recycled material.

The Contractor shall be paid monthly based on the actual number of full containers, registered at the weighbridge at the landfill site. Regular audits on the measuring system may be carried out by, or on behalf of, the Employer, the Financial Managers or the Local Councils.

#### 1.7.2 Scheduled items

##### 1.7.2.1 Contractual requirements

The unit of measurement shall be the month.

The Tendered rate shall include full compensation for, inter alia, costs of providing sureties, insurance of plant, public liability insurance, unemployment insurance, the cost of compliance with the requirements of the Workmen's Compensation Act, complying with statutes and by-laws etc., the costs of continuing to meet these obligations and any other costs of a time-related nature.

##### 1.7.2.2 Haulage and offloading of containers

The unit of measurement shall be the full container (30 m<sup>3</sup>) as recorded and weighed at the weighbridge of the Landfill Site.

The Tendered rate shall include full compensation for, inter alia, the following:

- Costs of providing, establishing, commissioning and maintaining adequate facilities, plant, tools, labour and equipment to enable the Operation to proceed in terms of the Contract and shall include the costs of furniture, tools, equipment, storage facilities, communications, security and access facilities, sanitation, the wages of supervisory staff and transport costs incurred in connection with such staff.
- Costs of providing, operating, managing, emptying and storing containers and transport plant and transporting containers, to, and from, the landfill sites.
- Costs for the control of nuisances (by covering full, and cleaning empty, containers).
- Costs of the Contractor's company and head office overhead costs and costs of all other obligations.
- Costs of liaison with Transfer Station and Landfill Site, Contractors.
- Costs of keeping all detailed daily records.
- Costs of all consumables for the operation and the keeping of detailed records.
- Costs of dealing with reasonable complaints from members of the public.
- Costs of complying with specifications.

### 1.7.3 Penalties

The events of requirements for which penalties shall be applied, and the corresponding amounts of the penalties, are as follows:

- Failure by the Service Provider to timeously provide sufficient containers or adequate transport;  
R 3 000 for first occurrence, escalating by R 1 500 for each further occurrence to a maximum of R 10 500 per occurrence.
- Failure by the Service Provider to adequately cover containers during transportation.  
R 3 000 for first occurrence, escalating by R 1 500 for each further occurrence to a maximum of R 10 500 per occurrence, plus the full cost for clearing the litter caused as a result of default in this regard.
- Any proven deviation from the operation.  
R 3 000 for first occurrence, escalating by R 1 500 for each further occurrence to a maximum of R 10 500 per occurrence.
- Unacceptable attendance to all reasonable complaints from the public (direct or channelled through the Engineer) within 8 working hours of occurrence:  
R 3 000 for first occurrence, escalating by R 1 500 for each further occurrence to a maximum of R 10 500 per occurrence.
- Not caring and maintaining the Site including all buildings and structures, access roads, entrance road, berms and storm water drainage channels, fences, and gates.  
R 3000 for first occurrence, escalating by R 1 500 for each further occurrence to a maximum of R10 500 per occurrence, plus the cost of repairing the damage caused.
- Employer reserves the right to terminate the Contract if the Service Provider is in breach of Contract and fails to rectify such breach of Contract after a second written warning was issued to the Service Provider without the necessary remedial action being taken.
- The Contract Price shall be subject to contract price adjustment and the rates and prices tendered in the bill of quantities shall be adjusted monthly.

### 1.7.4 Penalties

Where applicable, in terms of the foregoing, the value of the invoices submitted shall be adjusted in accordance with the following Contract Price Adjustment formula:

$$F = (1 - x) \left( \frac{aLt}{L_o} + \frac{bPt}{P_o} + \frac{cMt}{M_o} + \frac{dFt}{F_o} - 1 \right)$$

Where:

The value of "x" is 0,15.

The values of the coefficients are:

a = 0,15      b = 0,35      c = 0,15      d = 0,35

“L” is the Labour Index and shall be the Consumer Price Index – Indices and percentage changes according to area for the Western Cape, Secondary Urban Areas, appearing in the Statistical News Release P0141 (Table 14) of STATSSA.

“P” is the Plant Index and shall be the Trucks Index as published in the Statistical News Release P0142.1 (Table 12) of STATSSA.

“M” is the Materials Index and shall be the Tyres and Tubes Index as published in Statistical News Release P0142.1 (Table 12) of STATSSA.

“F” is the Fuel Index and shall be the Diesel at wholesale level Index – Coast as published in Statistical News Release P0142.1 (Table 12) of STATSSA.

The suffix “o” denotes the base indices applicable to the base month as stated in the Contract Data.

The suffix “t” denoted the current indices applicable to be month in which the last day of the period falls to which the relevant monthly statement relates.

**The base month for this tender is JUNE 2024.**

**ELIGIBILITY CRITERIA**

\* **Proof of Contactable References is required, as indicated below, and must accompany each proposal. Proof to be in the form of a reference letter.**

**3.1: ORGANISATION AND STAFFING**

The tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff. The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association/ joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The tenderer must attach his / her organization and staffing proposals to this page. Should no organogram and layout be attached, the offer will be deemed as non-responsive.

**3.2: PLANT AND EQUIPMENT**

The availability of Plant and Equipment required for the rendering of the services as well as the Tenderer's capability to provide sufficient standby Plant and Equipment during times of break-downs will be evaluated. The Plant and Equipment as listed under Schedule 19 will be used Bidder may provide list of additional plant and equipment on a company letterhead. Contractor to have the following as a minimum:

- Truck and trailer combination: Two plus one (one to be for standby should there be breakdowns).
- Minimum of 12 x 30m<sup>3</sup> skips to be available for the tender (six in use and 6 to replace the full skips).
- Skid steer loaded or equivalent for housekeeping purposes.

Bidder to provide proof of ownership or proof of hiring company.

**3.3: EXPERIENCE OF TENDER**

Tenderers should very briefly describe his or her experience in this regard and attach this to this schedule. Tenderers should have a minimum of three similar tenders within the **last five years** with reference letters to comply. Should the tenderer not attach or meet the criteria, the tender will be deemed as non-responsive.

The description should be put in tabular form with the following headings:

Employer, contact person and telephone number	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed

**PRICING SCHEDULE:**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>SECTION A : PRELIMINARY AND GENERAL</b>				
1.	Contractual requirements (For both sites)	Month	36		
	<b>SECTION B: TRANSPORT OF 30 M<sup>3</sup> CONTAINERS</b>				
2.1	From Piketberg Transfer Station to Highlands Landfill	No	2950*		
2.2	From Velddrif Transfer Station to Vredenburg Landfill	No	3300*		
<b>NET TENDER SUM</b>					
ADD: 20% of Net Tender Sum as provision for Escalation					
<b>GROSS TENDER SUM</b>					
ADD: 15% of the Gross Tender Sum for Value Added Tax (VAT)					
<b>GRAND TOTAL</b>					

(\*) – The amounts in 2.1 and 2.2 are estimated over a three-year period based on the number of loads in 2023.

**Please note the following:**

1. Bergrivier Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.



**BERGRIVIER MUNICIPALITY**

**14. SCHEDULE OF PLANT AND EQUIPMENT**

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

<b>1. DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.</b>			
<b>QUANTITY</b>	<b>DESCRIPTION</b>	<b>SIZE</b>	<b>CAPACITY</b>

Attach additional pages if more space is required.

<b>2. DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, OR ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.</b>			
<b>QUANTITY</b>	<b>DESCRIPTION,</b>	<b>SIZE</b>	<b>CAPACITY</b>

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule ( <i>If nil, enter NIL</i> )	
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## BERGRIVIER MUNICIPALITY

### 15. SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Bergrivier Municipality that it is our intention to employ the following Subcontractors for work in this contract:

SUBCONTRACTORS				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			
Number of sheets appended by the tenderer to this schedule ( <i>If nil, enter NIL</i> )				

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**BERGRIVIER MUNICIPALITY**

**16. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS**

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Attach additional pages if mores space is required.Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)						
SIGNATURE				NAME (PRINT)		
CAPACITY				DATE		
NAME OF FIRM						



**BERGRIVIER MUNICIPALITY**

**17. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS**

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

COMPLETED CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if mores space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--



## BERGRIVIER MUNICIPALITY

### 18. FORM OF OFFER AND ACCEPTANCE

**NOTE:**

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. **NO** correction fluid/tape may be used.
  - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
3. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
  - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

	INDICATE WITH AN 'X'							
Are you/is the firm a registered VAT Vendor	YES				NO			
If "YES", please provide VAT number								

**1. OFFER**

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works;  
**TENDER 8/3/22-2024 MN107-2024**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

**2. THE ALL-INCLUSIVE RATE/AMOUNT OFFERED IS:**

<b>In figures:</b>	R	
<b>In words:</b>		

2.1. This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)		
Name(s)		
Capacity		
Name of tenderer:		
Name of witness:	<i>(Insert name and address of organization)</i>	Date
Signature of witness:		



## BERGRIVIER MUNICIPALITY

### 3. ACCEPTANCE

- 3.1. By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
- 3.2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- 3.3. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Signature(s):		
Name(s):		
Capacity:		
<b>For the Employer:</b>	<b>Bergrivier Municipality, Kerk Street, Piketberg, 7320</b>	
Name of witness:		Date:
Signature of witness:		



## BERGRIVIER MUNICIPALITY

### 19. PRICING SCHEDULE

- NOTE:**
1. Only firm prices will be accepted. Non-firm prices will not be considered.
  2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
  3. Document **MUST** be completed in non-erasable black ink.
  4. **NO** correction fluid/tape may be used.
    - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
  5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
    - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding **AND** including VAT) must reflect the same amount.

I / We \_\_\_\_\_ (full name of Bidder) the undersigned in my capacity as \_\_\_\_\_ of the firm \_\_\_\_\_ hereby offer to BERGRIVIER Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the BERGRIVIER Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

	INDICATE WITH AN 'X'			
Are you/is the firm a registered VAT Vendor	YES		NO	
If "YES", please provide VAT number				

**Please note the following:**

3. BERGRIVIER Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
4. Only firm prices will be accepted and non-firm prices will not be considered.



**BERGRIVIER MUNICIPALITY**

**20. DECLARATION BY TENDERER**

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of \*my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	



## BERGRIVIER MUNICIPALITY

### SUPPLY CHAIN MANAGEMENT

Enquiries: Mr. S. Wilschut

Ref: 6/1/1

Tel: (022)913 6000

Fax: (022)913 1380

E-mail: wilschuts@bergmun.org.za

### All Service Providers (SP's) and potential bidders

Dear Sir/Madam

#### **Incomplete documentation in terms of bidding processes.**

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

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

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

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

Adv. Hanlie Linde  
**Municipal Manager**

**19 April 2024**



## BERGRIVIER MUNICIPALITY

### SMME STATUS

98 No. 41970

GOVERNMENT GAZETTE, 12 OCTOBER 2018

#### SCHEDULE

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

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

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

Initial 