

TENDER NO.: BV 839/2019

RENDERING OF HYGIENE CLEANSING SERVICES FOR THE PERIOD ENDING 30 JUNE 2022 PROCURMENT DOCUMENT

Closing Date and Time: 15 November 2019 - 11:00

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT):	

October 2019

PREPARED AND ISSUED BY:	CONTACT FOR ENQUIRIES REGARDING SPECIFICATIONS:
Directorate: Finance:	I. Roos
Supply Chain Management Unit Breede Valley Municipality Private Bag X0346, Worcester, 6850	Manager: Administration and Support Services
Filvate Bay A0340, Wordester, 0030	Tel. Number: 023 348 2618



Worcester

Supply Chain Management Unit; 23 Baring Street; Worcester; 6850 Tel: 023 348 2951; Fax: 086 445 0476

TENDER DETAILS								
TENDER NUMBER:	BV 839/ 2019							
TENDER TITLE:	RENDER 2022	RING OF HYGIEN	E CLEANS	SING SER	VICES FOR	THE PERIOD END	ING 30 JUNE	
CLOSING DATE:	FRIDAY, 2019	15 NOVEMBER	CLOSING	TIME:		11:00		
CLARIFICATION & SITE MEETING:	DATE:	WEDNESDAY, 23 OCTOBER 2019	TIME:		11:00	COMPULSORY:	YES	
SITE MEETING ADDRESS:		TEE ROOM NO. STREET, WORC		T BOAR	DROOM), 1	FT FLOOR, CIVIC	CENTRE, 30	
CIDB GRADING REQUIRED:	N/A	LEVEL AND CATE	EGORY:	N/A				
BID BOX NO:	N/A	The bid box (outsi	de the office er documen	– green te	ender box) is go the size of the	23 Baring Street, Word enerally open 24 hours deposit opening of 390	a day, 7 days	
OFFER TO BE VALID FOR:	90	DAYS FROM THE	CLOSING	DATE OF I	BID.			
TENDERER DETAILS (Please	indicate po	stal address for all	correspon	dence rele	evant to this s	pecific tender)		
NAME OF TENDERER:								
NAME OF CONTACT PERSON:								
PHYSICAL ADDRESS:			POSTA ADDRE		· -			
TELEPHONE NO:				FAX NO.				
E-MAIL ADDRESS:								
CSD Registration no.				WCSD Registrati no.	tion			
DATE:								
SIGNATURE OF TENDERER:	UO DID IC C	IONED						
CAPACITY UNDER WHICH TH	IIS RID IS S	IGNED:						
DI EACE NOTE.								

PLEASE NOTE:

- Tenders that are deposited in the incorrect box will not be considered.
 Tender box deposit slot is 390 mm x 85 mm.
 Mailed, telegraphic or faxed tenders will not be accepted.

- 4. If the bid is late, it will not be accepted for consideration.
- Bids may only be submitted on the Bid Documentation provided by the Municipality.

ENQUIRIES MAY BE DIRECTED TO:		CONTACT PERSON	TEL. NUMBER		
1.	TECHNICAL ENQUIRIES	I. Roos	023 348 2618		
2.	ENQUIRIES REGARDING BID PROCEDURES &	W. Bells	023 348 2954		
	COMPLETION OF BID DOCUMENTS	L. Plaatjies	023 348 2967		



PAGE

CONTENTS

		NUMBER
PART A – A	ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY	4
1.	CHECKLIST	5
2.	TENDER NOTICE & INVITATION TO TENDER	6
3.	AUTHORITY TO SIGN A BID	7
4.	GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT	11
5.	GENERAL CONDITIONS OF TENDER	19
6.	MBD 1 - TERMS AND CONDITIONS OF BIDDING - TAX COMPLIANCE STATUS	25
7.	MBD 4 – DECLARATION OF INTEREST	27
8.	MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)	30
9.	MBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – PURCHASES/SERVICES (80/20)	31
10.	SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE	37
11.	SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL	38
12.	MBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	39
13.	MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION	41
14.	MBD 15 - CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES	43
15.	MBD 16 – KEY PERFORMANCE INDICATORS	44
16.	SECTION 37(2) OF THE INDEMNITY	45
17. SCHED	ULE 1 - DOCUMENTS OF INCORPORATION AND PROFESSIONAL REGISTRATION	46
18. SCHED	ULE 2 – IDENTITY DOCUMENTS	47
19. SCHED	ULE 3 – CERTIFICATE OF BANK DETAILS	48
PART B – S	SPECIFICATIONS AND PRICING SCHEDULE	49
1. SPECIFI	CATIONS	50
2. SCHEDU	JLE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS	55
3. SCHEDU	JLE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS	56
4. PRICING	AND SCHEDULE	57
5. MBD 7.2	- CONTRACT FORM - SUPPLY AND DELIVERY OF GOODS/ RENDERING OF SERVICES	69
6. DECLAR	ATION BY TENDERER	72
PART C – I	DATABASE REGISTRATION	73



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





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:

1.	Authority to Sign a Bid - Is	s the form duly completed and is a cert	Yes	No			
2.	Authority to sign for a Joint venture - Bid - Is the form duly completed and is a certified copy of the resolution attached?					No	
3.	MBD 1 (Terms and Conditions of bidding - Tax Compliance Status) - Is a VALID Tax Clearance Certificate or a valid SARS verification pin attached?					No	
4.	MBD 4 (Declaration of Intere	est) - Is the form duly completed and si	gned?		Yes	No	
5.	MBD 5 (Declaration for proc signed?	curement above R10 million (vat include	ed) - Is the form duly completed	d and	Yes	No	
6.	•	s claim form for purchases/services) - Is B-BBEE Certificate, the original B-B	, ,	J	Yes	No	
7.	MBD 8 (Declaration of Past	Supply Chain Practices) - Is the form d	luly completed and signed?		Yes	No	
8.	MBD 9 (Certificate of Indepe	endent Bid Determination) - Is the form	duly completed and signed?		Yes	No	
9.	MBD 15 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, Affidavit confirming of residential address or renting of business premises or rental agreement, etc. provided on the form as requested?				Yes	No	
10.	MBD16 (Key Performance Indicators) - Is the form duly completed and signed?				Yes	No	
11.	Indemnity - Is the form duly completed and signed?				Yes	No	
12.	Schedule 1 - Is the documents of incorporation and professional registration attached?				Yes	No	
13.	Schedule 2 – Is the copies	of identity attached?			Yes	No	
14.	Schedule 3 - Is the certifica	ite of banking details completed?			Yes	No	
15.	Specifications - Is the form	duly completed and signed?			Yes	No	
16.	Schedule of Work Experie	nce of Tenderer - Is the form duly com	pleted and signed?		Yes	No	
17.	Pricing Schedule - Is the fo	orm duly completed and signed?			Yes	No	
18.	Form of Offer - Is the form duly completed and signed?				Yes	No	
19.	DATA BASE REGISTRATION - Is the form duly completed and signed? Are ALL the supporting documents attached?				Yes	No	
SIGNAT	URE		NAME (PRINT)			•	
CAPAC	CAPACITY DATE						
NAME (DF FIRM						



MUNICIPALITY

2. TENDER NOTICE & INVITATION TO TENDER

TENDER NO. BV 839/2019

RENDERING OF HYGIENE CLEANSING SERVICES FOR THE PERIOD ENDING 30 JUNE 2022

The Breede Valley Municipalities invites tenders for the rendering of hygiene cleansing services for the period ending 30 June 2022.

Interested service providers can collect bid documents from the Supply Chain Management Offices, Stofberg House, 23 Baring Street, Worcester. Documents are downloadable from the municipal website and the e-tender publication portal, as from Monday, 14 October 2019, free of charge. Documents may also be collected during office hours Mondays to Fridays 08h00 – 13h00 and 13h30 - 15h00. A non-refundable fee of R 230-00 (Two Hundred and Thirty Rand) for each set of documents, payable by bank guaranteed cheque made out in favour of the Breede Valley Municipality, is required on collection of the bid documents. Cash deposits and EFT's will also be accepted. Please note: The R230 is only payable if you collect the documents in hard copy from our offices

ELIGIBILTY CRITERIA

Only those service providers who satisfy the following eligibility criteria are eligible to submit tenders:

- i. Experienced and specialising in the rendering of hygiene services, and can demonstrate to have successfully completed three projects in excess of R100,000 (each) during the past five years (proof to be submitted with tender or to be provided in the schedule of completed contracts); and
- ii. Comply with the Occupational Heath and Safety Act and regulations and are in Good Standing with the Compensation Commissioner

Any enquiries regarding the bidding procedure or the issue of bid documents shall be directed to the Supply Chain Management Unit, for attention of Mr. Wilfred Bells, at telephone number 023 348 2954, or Fax number 086 445 0476, or e-mail address: wbells@bvm.gov.za. Any enquiries regarding technical information shall be directed to the Manager Administration & Support Services, Mrs. Ivy Roos, at telephone number 023 348 2618 or e-mail address: iroos@bvm.gov.za.

A compulsory clarification meeting with representatives of the Employer will take place on Wednesday, 23 October 2019, starting times at 11:00. Prospective tenderers shall meet in the Committee Room no.2 (Smart Boardroom), Civic Centre (1st floor) 30 Baring street, Worcester. Service Providers who arrive 15 minutes later than the mentioned starting time will not be allowed into the meeting and / or site inspection. Service Providers who wish to purchase a tender document on the day of the clarification meeting must ensure that they do so prior to 9:00. If not, tender documents shall be issued again after the clarification meeting. Please note: The Municipality prefer that Senior Company Staff members or Contract Managers attend the compulsory clarification meeting as the Scope of Works, the Design and the Tender Specifications will be discussed in detail along with the Execution phase expectations and possible amendments. It remains the Bidder's responsibility to familiarize themselves with and fully understand the tender specifications to be able to submit a responsive tender.

Tender offers, in properly sealed envelopes and clearly marked on the outside with the corresponding bid number and description, must timeously be placed in the tender box at Breede Valley Municipality, Supply Chain Management Unit, Stofberg House, 23 Baring Street, Worcester, by not **later than 11h00 on Friday, 15 November 2019**. Telephonic, telegraphic, telex, facsimile, electronic or e-mailed, bids will not be accepted. If the bid is late, it will not be accepted for consideration.

The Employer does not bind itself to accept the lowest or any tender and reserves the right to accept any tender or any part thereof, which may result in the acceptance of more than one tender, whichever the case may be. The Employer shall apply the Municipal Supply Chain Management Policy as adopted in terms of Section 111 of the Municipal Financial Management Act, 2003 (Act No 56 of 2003) and relevant regulations. All eligible bids received shall be evaluated in terms of the Employer's Supply Chain Management Policy and the Preferential Procurement Framework Act. The 80/20 preference point system shall be applicable. No bids will be considered from persons in the service of the state.

Breede Valley Municipality
Private Bag X3046
WORCESTER

D. MCTHOMAS
MUNICIPAL MANAGER
SC 20/2019

Reference No:	BV 839/2019	Page 6 of 73



3. AUTHORITY TO SIGN A BID

TYPE OF ENTERPRISE (Please indicate with an "X" and complete the indicated section below)

1	Company (Pty) Ltd. & Ltd.	Please complete section 1 below
2	Close Corporation (CC)	Please complete section 2 below
3	Sole Proprietor	Please complete section 3 below
4	Partnership	Please complete section 4 below
5	Consortium, Club, Trust, etc.	Please complete section 5 below
6	Joint Venture	Please complete section 6 below

1. COMPANIES - (PTY) LTD. & LTD.

- 1.1. If a bidder is a **COMPANY ((Pty) Ltd. OR Ltd.)**, 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.
- 1.2. A valid resolution must be signed by:
 - 1.2.1. Majority directors; or
 - 1.2.2. Chairman of the Board; or
 - 1.2.3. Company Secretary

PARTICULARS OF RESOLUTION BY THE BOARD OF DIRECTORS OF THE COMPANY					
Date resolution was taken					
Resolution signed by (nan	ne and surname)				
Capacity					
Name and surname of dele	egated authorised signatory				
Capacity					
Specimen signature					
Full name and surname of	ALL director(s)				
Is a copy of the resolution	attached?	YES		NO	
SIGNED ON BEHALF OF COMPANY / CC:		DATE:			
PRINT NAME:					
WITNESS 1:		WITNES	S 2:		

Reference No:	BV 839/2019	Page 7 of 73
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2. CLOSE CORPORATION (CC)

- 2.1. 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.
- 2.2. A valid resolution must be signed by:

	2.2.1. Majority members; or						
,							
2.2.3. Company Secretary.							
-	PARTICULARS OF RESOLUTION BY THE MEMBERS OF THE CLOSE CORPORATION						
Date resolution was taken							
Resolution signed by (nam	ne and surname)						
Capacity							
Name and surname of dele	egated authorised signatory						
Capacity							
Specimen signature							
Full name and surname of	ALL director(s) / member (s)						
Is a copy of the resolution	attached?		YES			NO	
SIGNED ON BEHALF OF COMPANY / CC:			DATE:				
PRINT NAME:							
WITNESS 1:			WITNESS	2:			
3. SOLE PROPRIETOR	(SINGLE OWNER BUSINESS) & I	JTAN	JRAL PERS	SON			
I.	the undersi,	aned	hereby co	nfirm	that I am the	sole owne	r of the business
trading as		J	,				
OR							
l,	I,, the undersigned, hereby confirm that I am submitting this bid in my capacity as natural person.						
SIGNATURE:		[DATE:				
PRINT NAME:							
WITNESS 1:		١	WITNESS 2:				

Reference No:	BV 839/2019	Page 8 of 73
---------------	-------------	--------------



4. PARTNERSHIP	. PARTNERSHIP							
We, the undersigned partners in the business trading as								
hereby authorize Mr / M	hereby authorize Mr / Ms to sign this bid as well as any contract resulting							
from the bid and any o	ther docume	nts and correspondence in c	onnection with	h this bid and /or	contract for and on behalf of the			
abovementioned partne	rship.							
The following particulars in	respect of	every partner must be furnis	shed and sig	ned by every par	tner:			
	Full nam	e of partner			Signature			
SIGNED ON BEHALF OF PARTNERSHIP:			DATE:					
PRINT NAME:								
WITNESS 1:			WITNESS 2	2:				
5. CONSORTIUM / CLUB	/ TRUST / E	TC.						
We, the undersigned co	nsortium par	tners, hereby authorize						
(Name of entity) to act a	s lead conso	ortium partner and further auth	orize Mr / Ms					
to sign this offer as well	as any cont	ract resulting from this bid and	l any other do	cuments and corr	espondence in connection with this			
bid and / or contract for	and on beha	If of the consortium.						
The following particulars in	respect of	each consortium member m	ust be provid	ded and must be	signed by each member:			
Full Name of consortium	member	Role of consortium men	mber %	6 Participation	Signature			
SIGNED ON BEHALF OF PARTNERSHIP:			DA	ATE:				
PRINT NAME:								
WITNESS 1:			W	ITNESS 2:				

Reference No:	BV 839/2019	Page 9 of 73
---------------	-------------	--------------



6.	JOINT VENTURE We, the undersigned, are submitting this bid 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 bid offer and any contract resulting from it on our behalf.								
1.	LEAD PARTNER (Whom the Municipality shall hold liable for the purpose of the tender)								
Nam	ame of firm								
Addı	ress								
			Tel. No.						
Signature Designation									
2.	2. 2 nd PARTNER								
Nam	ne of firm								
Add	ress								
			Tel. No.						
Sign	ature		Designation						
3.	3rd PARTNER								
Nam	ne of firm								
Add	ress:								
			Tel. No.						
Sign	ature		Designation						
4.	4th PARTNER								
Nam	ne of firm								
Add	ress:		Tel. No.						
Sign	nature		Designation						

NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid.

A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

Reference No:	BV 839/2019	Page 10 of 73
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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.
- 1.19. "Manufacture" means the production of products in a factory using labour, 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.

		INITIAL	
Reference No:	BV 839/2019		Page 11 of 73



MUNICIPALITY

- 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

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.
- 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.

			INITIAL	
		ı		
Reference No:	BV 839/2019			Page 12 of 73



MUNICIPALITY

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.
- 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.

			INITIAL	
Reference No:	BV 839/2019			Page 13 of 73



MUNICIPALITY

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:
 - 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.

			INITIAL	
Reference No:	BV 839/2019			Page 14 of 73



MUNICIPALITY

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 tha 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.

			INITIAL	
Reference No:	BV 839/2019			Page 15 of 73



MUNICIPALITY

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 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 of subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference 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

	INITIAL	
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Reference No: BV 839/2019 Page 16 of 73



MUNICIPALITY

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.
- 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 willful 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.

			INITIAL	
Reference No:	BV 839/2019			Page 17 of 73



MUNICIPALITY

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.

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)

			II	NITIAL		
Reference No: BV 839/2019 Page 18	Poforonco No:	BV 930/2010			Page 18 o	f 72



5. GENERAL CONDITIONS OF TENDER

1. GENERAL

- 1.1. All bids must be submitted in **handwriting** on the official forms supplied (**not to be re-typed**)
- 1.2. No alterations /corrections to the information in the document (including pricing) may be performed by erasing or using masking fluid / tape (Tipp-Ex or similar) on any submitted page or by pasting another page over it with glue.
- 1.3. Alterations/corrections may only be executed as follows:
 - 1.3.1. Strike a line through the incorrect information, write the corrected information as appropriate (under, above or next to the information to be corrected), and initial at every alteration/correction.
 - 1.3.2. Bid submissions with material alterations / corrections not in compliance with the requirements as described above, will be rejected.
 - 1.3.3. All alterations to the pricing schedule / Bill of Quantities (BoQ) and / or any pricing not in accordance with clause 1.3.1 above, will be rejected.

2. PRICING

- 2.1. The unit rates and prices offered by the bidder must **exclude VAT**. The bidded rates and amounts shall however **include** all levies and other taxes and duties on all items to which they apply.
- 2.2. Rates and prices offered by the bidder must be written onto the pricing schedule or form of offer of this document by hand, completed in full and signed by the duly authorised signatory.
- 2.3. All prices shall be quoted in South African currency.
- 2.4. Bidders, registered for Value Added Tax (VAT), shall add/include VAT in their final total of the bided amount.
- 2.5. Bid prices must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) which may be required for the execution of the bidder's obligations in terms of the Contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
- 2.6. All bid prices will be final and binding.
 - 2.6.1. A bid will not be invalidated if the amount in words and the amount in figures do not correspond,
 - 2.6.2. Where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply-
- 2.7. **Ratification of incorrect entries:** Arithmetic errors shall be corrected during the evaluation and the corrected amount shall be considered for evaluation, subject to communication confirmation to the bidder, excluding changes to rates/tariffs of goods or services, provided that such changes does not allow any bidder a second or unfair advantage.

3. FORWARD EXCHANGE RATE COVER

- 3.1. In the event of price(s) based on the exchange rate, the successful bidder(s) will be required to obtain exchange rate cover in order to protect the Municipality against exchange rate variations.
- 3.2. The bidder must provide proof of forward exchange rate cover within 14 days after an order was placed.
- 3.3. If proof that forward exchange rate cover was taken out within 14 days after the order was placed but is not submitted to the Municipality along with the invoice, the contract price adjustment will not be accepted and the contract may be cancelled.

4. SUBMITTING A BID:

- 4.1. Sealed bids, with the "Bid Number and Title" clearly endorsed on the envelope, must be deposited in the relevant bid box as indicated in the notice of the bid, on or before the closing date and time of the bid.
- 4.2. The bid boxes are at the Breede Valley Municipal SCM offices, 23 Baring Street, Worcester.

			INITIAL	
Reference No:	BV 839/2019			Page 19 of 73



MUNICIPALITY

- 4.3. A specific bid box is provided for each bid to be deposited into and no bid will be considered which, subsequent to the closing date and time for that specific bid, is found in another box.
- 4.4. The bid box deposit slot is 390 mm x 85 mm.
- 4.5. Mailed, telegraphic, e-mailed or faxed bids will not be accepted.

5. BID OPENING

- 5.1. Bids shall be opened in public at the Breede Valley Municipal SCM offices as soon as possible subsequent to the closing time for the receipt of bids.
- 5.2. The Municipality will record in a register (which is open to public inspection) and publish on its website, the details of bids received by the closing date and time.
- 5.3. Any bid received after the appointed time for the closing of bids **shall not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

6. BIDS WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

- 6.1. Relevant specifications;
- 6.2. Value for money;
- 6.3. Capability to execute the contract; and
- 6.4. PPPFA & associated regulations.

7. TEST FOR RESPONSIVENESS:

- 7.1. A Bids will be considered non-responsive if:
 - 7.1.1. the bid is not in compliance with the specifications;
 - 7.1.2. the bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document; and/or
 - 7.1.3. the bidder has failed to clarify or submit any supporting documentation within 2-5 business days of being requested to do so in writing.
- 7.2. The Municipality reserves the right to accept or reject:
 - 7.2.1. any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract. The MUNICIPALITY shall not accept or incur any liability to a bidder for such cancellation and/or rejection, and will only provide written reasons for such action upon receipt of a written request to do so;
 - 7.2.2. a bid offer which does not, in the Municipality's opinion, materially and/or substantially deviate from the terms, conditions and specifications of the bid document.
 - 7.2.3. the whole bid or part of a bid or any item or part of any item, or to accept more than one bid (in the event of a number of items being offered), and the Municipality is not obliged to accept the lowest or any bid.
- 7.3. The bidder shall declare ALL the Municipal account numbers for which the enterprise or the proprietors or directors in their personal capacity/capacities is/ are responsible or co-responsible for;.
 - 7.3.1. The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any municipal rates and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amount at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

8. INCORRECT INFORMATION

Where a contract has been awarded on the strength of the information furnished by the bidder which after the conclusion of the relevant agreement, is proven to have been incorrect, the municipality may, in addition to any other legal remedy it has or may

			INITIAL	
Reference No:	BV 839/2019			Page 20 of 73



MUNICIPALITY

have, recover from the contractor all costs, losses or damages incurred or sustained by the municipality as a result of the award of the contract.

9. WITHDRAWAL OF BID DURING AND AFTER THE SCM PROSES:

- 9.1. When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, prior to the award of the bid, of which Breede Valley Municipality holds the right to accept or reject with or without a claim for any damages.
- 9.2. When a bidder withdraws or cancels the contract after award of the bid to the particular winner of the bid, the awarded bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

10. INVOICES

All invoices must be forwarded to either one of the following addresses:

i. Physical Address: SCM Offices (Breede Valley Municipality)

23 Baring Street, Worcester, 6850

ii. Postal Address: Breede Valley Municipality

Private bag X0346 Worcester, 6850

iii. Electronic address: invoice@bvm.gov.za

10.1. Legal requirements for invoices

10.1.1. Please ensure that your tax invoices complies with the requirements as stipulated by SARS (VAT Act No 89 of 1991), i.e.:

10.1.1.1. Ordinary invoice (not VAT Registered)

- a) The word 'INVOICE' in a prominent place
- b) Official invoice number and date of transaction
- c) Trade name, legal name, registration number (if any) and address of supplier
- The Official order number of Breede Valley Municipality is compulsory non-compliance no payment
- e) The Municipality's name and postal address (Private Bag X3046, Worcester,6850)
- f) Accurate description of goods and / or services supplied / provided.
- g) Unit of measurement of goods or services supplied
- h) Price

10.1.1.2. VAT/Tax invoice (VAT registered) An example of a valid Tax Invoice is attached as Annexure C.

- a) Word 'TAX INVOICE 'in a prominent place
- b) Trade, legal name and registration number(if any) of supplier
- c) Address and VAT number of supplier
- d) The official invoice number and date of invoice
- The Official order number of Breede Valley Municipality is compulsory non-compliance no payment
- The Municipality's name and postal address (Private Bag X3046, Worcester, 6850) and VAT registration number (4850193659)
- g) Accurate description of goods and / or services supplied / provided.
- h) Unit of measurement of goods or services supplied
- i) Price and VAT amount

		INITIAL	
Reference No:	BV 839/2019		Page 21 of 73



MUNICIPALITY

11. PAYMENT TERMS

- 11.1. It is the policy of the Breede Valley Municipality to pay all creditors by means of electronic bank transfers.
- 11.2. Creditors will be paid within 30 days after receipt of an invoice and statement for the month in question, detailing all invoices during that month and reflecting the total amount due by the Municipality. In exceptional circumstances, the Municipality may, at its discretion, deviate from the above.
- 11.3. In order to qualify for a weekly payment, a supplier must be registered as a **Survivalist Enterprise / Micro Enterprise**¹ on the Municipality's supplier database. It must however be noted, that a weekly payment is not a right in terms of this Policy. Survivalist and Micro enterprises may request such payments which may then be made at the discretion of the Municipality. These weekly payments will be reviewed after a period of 12 months of doing business with the Municipality, as it may be assumed that the enterprise will, by that stage be self-sustainable. It is the obligation of the supplier to arrange earlier payments with the creditors department.

12. PRECEDENCE OF TERMS AND CONDITIONS

- 12.1. Precedence of terms and conditions in documentation during the bidding process and after award, resulting in an formal agreement:
 - 12.1.1. The following precedence will apply to documentation and legislation during the bidding process and after award of a bid to a bidder:
 - 12.1.1.1. Municipal Financial Management Act 56 of 2003
 - 12.1.1.2. Municipal Supply Chain Management Regulations
 - 12.1.1.3. Supply Chain Management policy
 - 12.1.1.4. Specifications of the bid document
 - 12.1.1.5. Special Conditions of Contract
 - 12.1.1.6. General Conditions of Contract
 - 12.1.1.7. Service Level Agreements/ Service Delivery Agreements
 - 12.1.1.8. Memorandum of Understanding/ Memorandum of Agreements

13. PERIOD OF VALIDITY

Bids, whether for a part of or for the whole of the bid, shall remain valid for the period of 90 days.

14. AUTHORITY TO SIGN DOCUMENTS (Schedule 1)

The Bidder shall provide proof that the bid was completed and signed by an authorized person and shall duly complete Schedule A in this regard. Failure to duly complete this statement may subject the bid to prejudice or rejection.

15. SCHEDULE OF CLIENTS (Schedule 14)

The Bidder shall furnish satisfactory evidence of clients to whom he has supplied a service, material and / or equipment of a similar nature as described in this document. For this purpose, the Bidder shall duly complete the "Schedule of clients" bound into this document. Failure to complete this Schedule may prejudice the bid as being submitted by an inexperienced Bidder and therefore subject the bid to rejection.

1 SURVIVALIST ENTERPRISES / MICRO ENTERPRISES ARE DEFINED AS FOLLOWS:

Survivalist enterprises are generally defined as businesses set up by people unable to find a paid job or get into an economic sector of their choice. Income generated from these activities usually falls far short of even a minimum income standard, with very little capital invested, virtually no skills training in the particular field and only limited opportunities for growth into a viable business. This category is characterised by poverty and the attempt to survive.

Micro enterprises are very small businesses, often involving only the owner, some family members and at the most one or two paid employees. They usually lack 'formality' in terms of business licenses, value-added tax (VAT) registration, formal business premises, operating permits and accounting procedures. Most of them have a limited capital base and only rudimentary technical or business skills among their operators. However, many micro enterprises advance into viable small businesses. Earning levels of micro enterprises differ widely, depending on the particular sector, the growth phase of the business and access to relevant support.

			INITIAL	
Reference No:	BV 839/2019			Page 22 of 73



MUNICIPALITY

16. SIGNING OF CONTRACT

The Bidder <u>must complete and sign the form of offer</u> as contained in the bid document, failing to sign these pages shall render the bid "non-responsive". Should a Bidder withdraw his bid during the period of its validity then he shall be liable for and pay to the MUNICIPALITY all expenses incurred in calling for new bids, as well as the difference between his bid and any less favourable bid accepted.

17. ADDITIONAL INFORMATION

Only information given formally in writing to the Bidder by the MUNICIPALITY during the bid period will be regarded as binding on the Contract. Verbal information, given during the site inspection (where applicable) or at any other time prior to the award of the Contract, will not be regarded as binding on the Contract.

18. FINANCIAL INVESTIGATION

Bidder(s) must be prepared to furnish the following documentation at own cost within 7 (seven) days of being called upon to do so:

- 18.1. Audited financial statements for the past three financial years plus a certified financial statement covering the period from the end of the last financial year to date. If audited statements are not readily available, provisional certified statements must be submitted. Such certified statements must be accompanied by:
 - * A resolution of the board of directors authorizing the signatory to certify such statements;
 - * An extract of the relevant memorandum and article(s) of association from which it is clear that the company is empowered to issue such statement.
- 18.2. In the event of the company's contractual obligations being guaranteed by another company or other companies, the following must be furnished:
 - * A resolution of the board of directors of the backing company/companies granting authority for such guarantee.
 - * An extract from the relevant memorandum and article(s) of association of the backing company/companies from which it is clear that the company/companies is/are empowered to issue such quarantee.
 - * Details of the relevant guarantee, i.e. period of validity, to what extent guaranteed, the source of funds and the precise nature of the company's obligations.
 - * Audited financial statements in respect of the backing company/companies on the same basis as set out in paragraph 22.1.
- 18.3. A list of all major shareholders indicating the percentage shareholding of each.
- 18.4 Cash-flow details reflecting anticipated receipts and expenditure during the contract period, in respect of:
 - (a) the specific contract; and
 - (b) all other contracts.

19. COMPULSORY DOCUMENTATION

19.1 Income Tax Clearance Certificate

A valid original Income Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid original Income Tax Clearance Certificate for the bidder on record. The onus is on the bidder to ensure that the Municipality has an original Income Tax Clearance Certificate on record and obtain written confirmation from the Supply Chain Management Unit of the Municipality. The letter of confirmation must be included in the tender documents. If the South African Revenue Services (SARS) cannot provide a valid original Income Tax Clearance Certificate, the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.

19.2 Construction Industry Development Board (CIDB)

When applicable, a certified copy of the bidder's registration and grading certificate with the CIDB must be included with the tender. Failure to do so will result in the disqualification of the tender.

19.3 Municipal Rates, Taxes and Charges

- (a) A certified copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.
- (b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be disgualified.

		INITIAL	
eference No:	BV 839/2019		Page 23 of 73



MUNICIPALITY

20. SITE / INFORMATION MEETINGS

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings.

21. SAMPLES

Samples, if requested, are to be provided to the Municipality with the tender document and are not returnable.

22. ESTIMATED QUANTITIES

If tenders are called for specified quantities based on estimates, council reserves the right to adjust quantities according to demand and financial capacity, and will not be held liable to perform on the estimated quantities.

23. CONTRACT

The successful bidder will be expected to sign the agreement of this bid document within 7 (seven) days of the date of notification or the final award by the Breede Valley Municipality that his/her bid has been accepted. The signing of the relevant sections of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

24. STAMP AND OTHER DUTIES

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

25. PRICE ESCALATIONS

For multi-year tenders, bidders must indicate percentage price escalations in accordance with the Consumer Price Index (CPIX) for the outer years. The onus will be on the successful bidder to formally communicate any price escalations (consumer or industry related) prior to the date of escalation, or use the average escalation of twelve (12) months prior to the current escalation. The price escalations needs to be communicated to scm@bvm.gov.za. Failure to communicate the price escalations will be for the account of the bidder.

26. Copyright of this document is vested in the Breede Valley Municipality.

INITIAL	

Reference No: BV 839/2019 Page 24 of 73



MUNICIPALITY

6. MBD 1 - TERMS AND CONDITIONS OF BIDDING - TAX COMPLIANCE STATUS

YOU ARE HEREBY INVITED TO BID FO	R REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)								
BID NUMBER: BV 839/2019	CLOSING DA	ME: 11:00							
DESCRIPTION RENDERING OF HY	GIENE CLEANSING SERV	IENE CLEANSING SERVICES FOR THE PERIOD ENDING 30 JUNE 2022							
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).									
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS									
Breede Valley Municipal SCM Offices, 23 Baring Street, Worcester									
The bid box (outside the office – green tender box) is generally open 24 hours a day, 7 days a week. If the tender document exceeds the size of the deposit op of 390mm x 85mm, the tender should be delivered during office hours.									
SUPPLIER INFORMATION	delivered during office flours.								
NAME OF BIDDER									
POSTAL ADDRESS									
STREET ADDRESS					ı				
TELEPHONE NUMBER	CODE			NUMBER					
CELLPHONE NUMBER					1				
FACSIMILE NUMBER	CODE			NUMBER					
E-MAIL ADDRESS									
VAT REGISTRATION NUMBER				Τ					
TAX COMPLIANCE STATUS TCS PIN:			OR CSD No:						
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	☐ Yes		B-BBEE STATUS LEVEL SWORN		□Y	Yes			
[TICK APPLICABLE BOX]	□ No		AFFIDAVIT			□No			
[A B-BBEE STATUS LEVEL VERIFICATI PREFERENCE POINTS FOR B-BBEE]		AFFIDAVIT (FOR E	MES & C	(SEs) MUST BE S	l	-			
ARE YOU THE ACCREDITED			ARE Y	OU A FOREIGN					
REPRESENTATIVE IN SOUTH AFRICA	☐ Yes ☐	□Yes □No		SUPPLIER FOR		☐Yes ☐No			
FOR THE GOODS /SERVICES	[IF YES ENCLOSE PROOF]		THE GOODS /SERVICES /WORKS OFFERED						
/WORKS OFFERED?	III TES ENCEOSET NOC		/WOIN	OITEN	LD!	[II 120, ANOWERT ART B.0]			
						_			
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE			R			
SIGNATURE OF BIDDER	RE OF BIDDER		DATE						
CAPACITY UNDER WHICH THIS BID IS SIGNED			·						
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:							
DEPARTMENT	SUPPLY CHAIN MANAGEMENT					NAGER: ADMINISTRATION AND PPORT SERVICES			
CONTACT PERSON						ROOS			
TELEPHONE NUMBER	023 348 2954					3 348 2618			
FACSIMILE NUMBER	086 445 0476			IILE NUMBER					
E-MAIL ADDRESS	wbells@bvm.gov.za		E-MAIL	ADDRESS	iroc	iroos@bvm.gov.za			

		INITIAL	
Reference No:	BV 839/2019		Page 25 of 73

Page 26 of 73

MUNISIPALITEIT

Reference No:

BV 839/2019



MUNICIPALITY

1.	BID SUBMISSION:						
		E STIPULATED TIME TO THE CORRECT ON.	ADDRES	S. LATE BIDS WILL NOT			
1.2.	ALL BIDS MUST BE SUBMITTED OF	N THE OFFICIAL FORMS PROVIDED-(NO	T TO BE	RE-TYPED) OR ONLINE			
1.3.	PREFERENTIAL PROCUREMENT F	PREFERENTIAL PROCUREMENT POLIC EGULATIONS, 2017, THE GENERAL CO SPECIAL CONDITIONS OF CONTRACT.					
2.	TAX COMPLIANCE REQUIREMENTS						
2.1		NCE WITH THEIR TAX OBLIGATIONS.					
2.2		MIT THEIR UNIQUE PERSONAL IDENTIF I OF STATE TO VIEW THE TAXPAYER'S					
2.3		LIANCE STATUS (TCS) CERTIFICATE OF PROVISION, TAXPAYERS WILL NEED T WWW.SARS.GOV.ZA.					
2.4	FOREIGN SUPPLIERS MUST COMP	PLETE THE PRE-AWARD QUESTIONNAIF	RE IN PAR	RT B:3.			
2.5	BIDDERS MAY ALSO SUBMIT A PR	NTED TCS CERTIFICATE TOGETHER W	ITH THE I	BID.			
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY M SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.							
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATAS (CSD), A CSD NUMBER MUST BE PROVIDED.							
3.	QUESTIONNAIRE TO BIDDING FOR	EIGN SUPPLIERS					
3 1	IS THE ENTITY A RESIDENT OF TH	E REPUBLIC OF SOUTH AFRICA (RSA)?		☐ YES ☐ NO			
	DOES THE ENTITY HAVE A BRANC	, ,		☐ YES ☐ NO			
-	DOES THE ENTITY HAVE A PERMA						
	DOES THE ENTITY HAVE ANY SOU			☐ YES ☐ NO			
-	IS THE ENTITY LIABLE IN THE RSA			☐ YES ☐ NO			
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.							
		BOVE PARTICULARS MAY RENDER THE STAT		/ALID.			
SIGN	NATURE		DATE				
NAM	IE OF SIGNATORY						
POS	ITION						
NAM	IE OF COMPANY						
		INI	ITIAL				



MUNICIPALITY

7. MBD 4 - DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state².
- 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:

	Full name of bidder or his or her representative								
3.2.	Identity number								
3.3.	Position occupied in the company (director, shareholder ³ 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	3	NO	
3.7.1.	If so, furnish particulars:								
3.8.	Have you been in the service of the state for the	past twel	ve mo	nths?		YES	3	NO	
3.8. 3.8.1.	Have you been in the service of the state for the If so, furnish particulars:	past twel	ve mo	nths?		YES	3	NO	

- (a) a member of
 - any municipal council;
 - any provincial legislature; or ii.
 - the National Assembly or the National Council of Provinces;
- (b) a member of the board of directors of any municipal entity;
- an official of any municipality or municipal entity; 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);
- a member of the accounting authority of any national or provincial public entity, or
- an employee of Parliament or a provincial legislature.

[&]quot;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.

Reference No: BV 839/2019 Page 2	27 of 73
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² MSCM Regulations: "in the service of the state" means to be –

BREEDE VALLEY MUNICIPALITY - MUNICIPALITY - MANDALA

MUNISIPALITEIT

MUNICIPALITY

3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES	NO	
3.9.1.	If so, furnish particulars:			
3.10.	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?	YES	NO	
3.10.1.	If so, furnish particulars:			
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES	NO	
3.11.1.	If so, furnish particulars:			
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES	NO	
3.12.1.	If so, furnish particulars:			
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES	NO	
3.13.1.	If so, furnish particulars:			

Reference No: BV 839/2019 Page 28 of 7	Reference No:	BV 839/2019	Page 28 of 73
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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 ⁴ employee number (Only to be completed if in the service of the State)		
•	PLEASE ATTACH CERTIFIED COPY PLEASE PROVIDE PERSONAL INC MEMBERS, ETC.			REHOLDERS / TRUSTEES /		
. DEC	CLARATION					
I, the	e undersigned (name)			,		
certi	fy that the information furnished in pa	aragraph 3 above is correc	t.			
l acc	cept that the state may act against me	e should this declaration p	rove to be false.			
SI	GNATURE		DATE			
N/	AME OF SIGNATORY					
PC	DSITION					
N/	AME OF COMPANY					

- MSCM Regulations: "in the service of the state" means to be -
- 1. a member of –
 - any municipal council;

 - any provincial legislature; or the National Assembly or the National Council of Provinces;
- 2.a member of the board of directors of any municipal entity;
- 3.an official of any municipality or municipal entity;
- 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);
- 5.a member of the accounting authority of any national or provincial public entity; or
- 6.an employee of Parliament or a provincial legislature.

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Reference No:	BV 839/2019	Page 29 of 73



MUNICIPALITY

8. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1.	Are you by law req	uired to prepare annual financial statements for audi	iting?	YES		NO	
	1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.						
2.		outstanding undisputed commitments for municip other service provider in respect of which payment is		YES		NO	
		d commitments for multis overdue for more th			s toward	ds a	
3.		een awarded to you by an organ of state during the s of any material non-compliance or dispute concerr		YES		NO	
	3.1. If yes, furnish	n particulars					
4.	portion and whether to be transferred or	<u>'</u>		YES		NO	
	i.1 If yes, furnish	particulars					
CEF	RTIFICATION						
	e undersigned (nam ished on this declar	e) ation form is correct.	, certify	/ that	the	inform	ation
Lac	cept that the state m	nay act against me should this declaration prove to b	e false.				
SIGI	NATURE	DATE					
NAM	ME (PRINT)						
CAP	ACITY						
NAM	ME OF FIRM						

Reference No:	BV 839/2019	Page 30 of 73



MUNICIPALITY

9. MBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – PURCHASES/SERVICES (80/20)

NR.

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to all bids:
 - 1.1.1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - 1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:
 - 1.3.1. Price: and
 - 1.3.2. B-BBEE Status Level of Contribution.
- 1.4. The maximum points for this bid are allocated as follows:

	POINTS
Price	80
B-BBEE status level of contribution	20
Total points for Price and B-BBEE must not exceed	100

- 1.5. Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an original sworn affidavit confirming annual turnover and level of black ownership in the case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1. **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3. **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4. **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5. **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- 2.6. "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration:
- 2.7. **"consortium or joint venture"** 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;
- 2.8. "contract" means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9. "EME" means an Exempted Micro Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1)

Reference No:	BV 839/2019	Page 31 of 73
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MUNICIPALITY

of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- 2.10. "Firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11. "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12. "non-firm prices" means all prices other than "firm" prices;
- 2.13. "person" includes a juristic person;
- 2.14. "QSE" means a Qualifying Small Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.15. **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17. **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.18. "**trust**" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19. **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1. The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3. Points scored must be rounded off to the nearest 2 decimal places.
- 3.4. In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

Where

4.1. 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 $Ps = 80 \left(1 - \frac{Pt - P\min}{P\min}\right)$ Or $Ps = 90 \left(1 - \frac{Pt - P\min}{P\min}\right)$

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration Pmin = Comparative price of lowest acceptable bid.

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

Reference No: BV 839/2019 Page 32 of 7	Reference No:	No: BV 839/2019	Page 32 of 73
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MUNICIPALITY

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

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

- 5.2. A bidder who qualifies as an EME in terms of the B-BBEE Act must submit an original sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3. A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6. Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1		
B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate		
Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)		

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

7. SUB-CONTRACTING

Will any portion of the contract be sub-contracted? (Tick applicable box)				NO	
If yes, indicate:					
what percentage of the contract will be subcontracted?			9,	6	
the name of the sub-contractor?					

Reference No:	BV 839/2019	Page 33 of 73



MUNICIPALITY

the B-BBEE status level of the sub-contractor?				
whether the sub-contractor is an EME? (Tick applicable box)	YES		NO	

8. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of Enterprise		
VAT registration number		
Company registration number		
	Partnership / Joint Venture / Consortium	
TYPE OF ENTERPRISE	One person business / sole proprietor	
(Tick applicable box)	Company ((Pty) Ltd. / Ltd.)	
	Close Corporation (CC)	
Describe mainsinal business settivities		
Describe principal business activities		
	Manufacturer	
Company Classification	Supplier	
(Tick applicable box)	Professional service provider	
	Other service providers, e.g. transporter, etc.	
Total number of years the company/firm has been in business		

Reference No:	BV 839/2019	Page 34 of 73
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MUNICIPALITY

10. MUNICIPAL INFORMATION

Name of municipality where business is situated	
Registered municipal account number	
Stand number	
Total number of years the company/firm has been in business	

11. DECLARATION

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 6 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- 11.1. The information furnished is true and correct;
- 11.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 11.3. In the event of a contract being awarded as a result of points claimed as shown in paragraph 6, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 11.4. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - 11.4.1. disqualify the person from the bidding process;
 - 11.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 11.4.3. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - 11.4.4. restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - 11.4.5. forward the matter for criminal prosecution.

SIGNATURE O BIDDER(S):	-		
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			

Reference No:	BV 839/2019	Page 35 of 73
		1

FOR INFORMATION PURPOSES ONLY

PLEASE NOTE THE FOLLOWING REQUIREMENTS REGARDING VALIDATION OF B-BBEE SCORE.

1. EMEs

ONLY THE FOLLOWING WILL BE ACCEPTED:

1.1. A VALID ORIGINAL sworn affidavit, confirming annual turnover and level of black ownership (form available in the tender document);

or

1.2. A VALID affidavit / certificate issued by Companies Intellectual Property Commission (CIPC);

or

- 1.3. A VALID ORIGINAL B-BBEE status level verification certificate <u>OR A CERTIFIED COPY</u> thereof, substantiating their B-BBEE rating issued by:
 - 1.3.1. A registered Auditor approved by the Independent Regulatory Board for Auditors (IRBA); or
 - 1.3.2. A verification Agency accredited by the South African National Accreditation System (SANAS).

2. QSEs

ONLY THE FOLLOWING WILL BE ACCEPTED:

2.1. A VALID ORIGINAL sworn affidavit, confirming annual turnover and level of black ownership (form available in the tender document):

or

- 2.2. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:
 - 2.2.1. A registered Auditor approved by IRBA; or
 - 2.2.2. A verification Agency accredited by SANAS.

3. BIDDERS OTHER THAN EMES AND QSEs

- 3.1. The bidder MUST submit either a VALID ORIGINAL B-BBEE status level verification certificate OR A CERTIFIED COPY thereof, substantiating their B-BBEE rating issued by:
 - 3.1.1. A Registered Auditor approved by IRBA; or
 - 3.1.2. A Verification Agency accredited by SANAS.
- 4. WHEN CONFIRMING THE VALIDITY OF CERTIFICATES ISSUED BY AN AUDITOR REGISTERED WITH IRBA, THE FOLLOWING SHOULD BE DETAILED ON THE FACE OF THE CERTIFICATE:
 - 4.1. The Auditor's letterhead with FULL contact details;
 - 4.2. The Auditor's practice number;
 - 4.3. The name and physical location of the measured entity;
 - 4.4. The registration number and, where applicable, the VAT number of the measured entity;
 - 4.5. The date of issue and date of expiry:
 - 4.6. The B-BBEE Status Level of Contribution obtained by the measured entity; and
 - 4.7. The total black shareholding and total black female shareholding.

Reference No:	BV 839/2019	Page 36 of 73
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MUNICIPALITY

	10. SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE													
I, the ι	I, the undersigned,													
Full n	ame													
Surna	Surname													
Identi	y number													
Hereb	y declare under oath a	as follows:												
1.	The contents of this	statement a	re to the	best of	my knov	wledge a	true ref	flection	of the fa	cts.				
2.	I am a member / dire	ector / owne	r of the fo	ollowing	genterpr	ise and	am duly	authoris	sed to a	ct on its	behalf:			
	Enterprise Legal Na	me												
	Trading Name													
	Registration Number	r												
	Enterprise Address													
	Definition of "Black People" of 2013 "Black (a) Who at (b) Who be i. Be ii. Or			the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 3 "Black People" is a generic term which means Africans, Coloureds and Indians – Who are citizens of the Republic of South Africa by birth or descent; or Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date										
3.	I hereby declare und	der oath that	:											
	The enterprise is						% bla	ck owne	ed					
	The enterprise is					% black woman owned								
	Based on the finance, financial year, the			-					n availat	ole on the	e			-
	Please confirm on the	ne table belo	w the B-	BBEE	evel con	tributor,	by ticki	ng the	applical	ole box.				
	Level One	100% blac	k owned	(135%	B-BBEE	procure	ment re	cognitio	n)					
	Level Two	More than	51% bla	ck own	ed (125%	B-BBE	E procu	rement	recognit	ion)				
	Level Four	Less than	51% blac	ck owne	ed (100%	B-BBE	E procur	ement r	ecogniti	on)				
4.	The entity is an emp	owering sup	plier in t	erms of	the dti	Codes o	f Good I	Practice						
5.	I know and understa										d oath a	nd cons	ider the	oath
6.	The sworn affidavit	will be valid	for a peri	iod of 1	2 months	s from th	e date s	igned b	y comm	issioner.				
Deponent signature:									Com	nmission	er of Oa	ths stam	пр	
Date:														
Comm	issioner of Oaths ure													
Date														

Reference No:	BV 839/2019	Page 37 of 73





11. SWORN AFFIDAVIT - B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

I, the ι	ındersigned,													
Full na	ime													
Surna	me													
Identit	y number	mber												
Hereb	y declare under oath a	s follows:	ollows:											
7.	The contents of this	statement a	re to the	e best of	my kno	wledge a	a true re	flection	of the fa	cts.				
8.	I am a member / dire	ector / owne	r of the t	following	genterpr	ise and	am duly	authoris	sed to a	ct on its	behalf:			
	Enterprise legal nam	ie												
	Trading name													
	Registration number													
	Enterprise physical a	address												
	Type of entity (CC, Sole Proprietor, etc.)													
	Nature of business													
	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizen naturalization prior to that date					ians –								
9.	I hereby declare und	er oath that	:											
	The enterprise is		% blad	ck owne	d		A	s per an	nended (code ser	ies 100	of the a	mended	Codes
	The enterprise is				an owned	-					nder sec ed by Ac) of B-BE	BEE Act
	The enterprise is		% Bla	ck desig	nated gr	oup owr	ned '''). 00 01 <i>1</i>	2000 83	amende	ou by Ac	(II. 1 0 (01 20 10	
	Based on the financi	al statemen		-									-	
	(Ett : 11:		_, the ar	nnual To	tal Reve	enue wa	s betwee	en R10,0	000,000	00 (ten	million r	ands) a	nd R50,0	00,000
	(fifty million rands),							-						
	Please confirm on the									ole box.				
	Level One	100% blac								.\				
	Level Two I know and understa	At least 51			•		•			,	and anth	and or	neidar #	ne ooth
10.	binding on my conso	ience and c	n the ov	wners of	the ente	erprise w	hich Í re	present	in this r	natter.		i and co	Jisidei li	ie oain
11.	The sworn affidavit v	vill be valid	for a per	riod of 1	2 month	s from th	ne date s	signed b	y comm	issioner				
Deponent signature:									Com	mission	er of Oa	ths star	mp	
Date:														
Comm	issioner of Oaths ure													
Date														

Reference No:	BV 839/2019	Page 38 of 73
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MUNICIPALITY

12. 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? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
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?	Yes	No

Reference No: BV 839/2019 Page 39



MUNICIPALITY

	4.4.1	If so, fu	rnish particulars:							
	4.5	Was an	v contract between the	e hidder and the municip	vality / municipal antity or	any other organ of				
	4.5		rminated during the pa	contract between the bidder and the municipality / municipal entity or any other organ of ninated during the past five years on account of failure to perform on or comply with the						
	4.5.1	If so, fu	rnish particulars:			<u>'</u>				
5.	CERTIFIC	ATION								
	I, the unde	ersigned (f	full name),				, certify	that the		
	informatio	n furnishe	d on this declaration fo	orm true and correct.						
	I accept th	at, in add	ition to cancellation of	a contract, action may b	e taken against me should	d this declaration prov	e to be fals	e.		
SIC	GNATURE:				NAME (PRINT):					
CA	CAPACITY:			DATE:						
NAME OF FIRM:										



MUNICIPALITY

13. 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).⁵ 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:

BREEDE VALLEY 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:
 - 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

⁵ 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.

Reference No:	BV 839/2019	Page 41 of 73



MUNICIPALITY

- **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 consortium⁶ 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		

Reference No: BV 839/2019 Page 42 of 73

⁶ 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.

Reference No:

BV 839/2019



MUNICIPALITY

Page 43 of 73

14. MBD 15 - CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF PARAGRAPH 38(1)(d)(i) OF	F THE SUPPLY CHAIN MANAGEMENT POLICY OF THE BREEDE VALLEY
MUNICIPALITY (To be signed	d in the presence of a Commissioner of Oaths)

I, _____ (full name and ID no.), hereby acknowledge that the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members/partners to the Breede

Valley 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 best of my personal knowledge, neither the firm nor in the Republic of South Africa, for a period longer	any director/member/partner of said firm is	(na in arrears on any	me of the fir of its munic	rm) and hereby declare, that to the cipal accounts with any municipality	
I further hereby certify that the information set out properly and truthfully complete this schedule may of the contract.					
PHYSICAL BUSINESS ADD	RESS(ES) OF THE TENDERER		MUNICIP	PAL ACCOUNT NUMBER	
Further details of the bidder's director(s) / share	eholder(s) / partner(s) / member(s), etc.:				
Director / partner / member	Physical residential address of the member	e director / part	ner /	Municipal account number(s)	
PLEASE NOTE:					
Copies of all municipal accounts, not olde If the entity or any of its directors/shareh- submitted with this bid.	•		copy of the	rental/lease agreement is to be	
Signature	Position			Date	
	F OATHS, on this	Apply of	Apply official stamp of authority on this page:		
by the deponent, who has acknowledged that he/s of this affidavit, it is true and correct to the best of no objection to taking the prescribed oath, and the his/her conscience.	f his/her knowledge and that he/she has				
COMMISSIONER OF OATHS:-					
Position:					
Address:					
Tel:					



15. MBD 16 - KEY PERFORMANCE INDICATORS

1. KEY	KEY PERFORMANCE INDICATORS (KPIs)					
1.1.	Work(s	performed / goods delivered within timeframes specified				
1.2.	Work(s	performed / goods delivered within financial framework specified				
1.3.	Accept	ble quality of work(s) performed / goods delivered				
1.4.	OTHE					
	(a)					
	(b)					
	(c)					
	(d)					
	(e)					
I / We acknowledge that I / we am / are fully acquainted with the abovementioned Key Performance Indicators (KPIs) applicable to this tender / contract as stipulated by the Municipality and that I / we accept these Key Performance Indicators (KPIs) in all respects. 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 / item(s) specified in the tender document and that the price 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.						
SIGNATURE		NAME (PRINT)				
CAPACITY		DATE				
NAME OF FIRM						
WITNESS	1	WITNESS 2				

Reference No: BV 839/2019 Page 4



MUNICIPALITY

16. SECTION 37(2) OF THE INDEMNITY						
Given by (name of company)						
a company with limited liability registration number						
	n Africa (hereinafter the contractor), represented by (name of representative)					
of the contractor, and duly authorised by a resoluti	on dated/20					
WHEREAS the contractor entered into a contract v	with the municipality dated					
AND WHEREAS the Municipality requires an inde	mnity from the contractor.					
NOW THEREFORE the contractor hereby indemnit	fies and holds harmless the Municipality in respect of all loss and/or damage					
that may be incurred or sustained by the contractor	r 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					
instituted 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 including all legal fees and costs that may be incurred by the					
Municipality in examining, resisting or settling any	such claims.					
SIGNATURE OF CONTRACTOR:						
DATE:						
SIGNATURE OF WITNESS 1:						
DATE:						
SIGNATURE OF WITNESS 2:						
DATE:						



MUNICIPALITY

17. SCHEDULE 1 - DOCUMENTS OF INCORPORATION AND PROFESSIONAL REGISTRATION

The Bidder must attach to this application a **certified** copy of the certificate of incorporation of his / her company, close corporation, trust or, in the case of a joint venture between two or more firms, **certified** copies of the certificates of incorporation of each of the firms of the joint venture. The bidder must also attach a certified copy /copies with regard to any Professional Board or Body

Reference No:	BV 839/2019	Page 46 of 73
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MUNICIPALITY

18. SCHEDULE 2 - IDENTITY DOCUMENTS

The Bidder must attach to this application a **certified** copy /copies of the identity document(s) of the owner(s), shareholder(s) with regard to propriety company, director(s) and / or Manager(s) of his / her company, close corporation, trust, partnership or, in the case of a joint venture between two or more firms, **certified** copies of the identity document(s) of the owner(s), shareholder(s) with regard to propriety company, director(s) and / or Manager(s) of each of the firms of the joint venture. Identity Document for Certificate of Correctness Signatory (Original Certified Copy)

Reference No:	BV 839/2019	Page 47 of 73
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19. SCHEDULE 3 - CERTIFICATE OF BANK DETAILS

The SUPPLIER must complete this Schedule and attach to this page a certified copy of a cancelled cheque \underline{or} have the details certified by the bidder's bank.

CREDIT ORDER INSTRUCTION

_																										
	It is the policy of the Breede Valley Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.																									
DETA	LS OF FIRM/INST	ITUT	TIOI	N																						
Name																										
Addres	SS																									
DETA	ILS OF MY/OUR B	ANK	Α	CCOU	NT A	RE A	S F	FOLLO	DWS:		<u> </u>														 <u>'</u>	
NAME	OF BANK																		Τ					Τ		
NAME	OF BRANCH																									
ACCOL	JNT NO																									
BRANC	CH CODE																							•	•	
TYPE (OF ACCOUNT																_									
1 =	Cheque Account					2 =	=	Trans	missi	on A	ccou	nt				3 =	: {	Savings Account								
4 =	Bond Account					5 =	=	(Not i	n use	use) 6 = Sub					Subso	criptio	n Sh	are	Accou	unt						
I/we undo and deta I/we furth	I/we hereby request and authorise the Breede Valley Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account. I/we understand that a payment advice will be supplied by the Breede Valley Municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment. I/we further undertake to inform the Breede Valley Municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days notice by prepaid registered post.																									
AUTHO	RISED SIGNATURE																									
INITIAL	S AND SURNAME																									
TELEPI	HONE NUMBER												DATE													
FOR E	FOR BANK USE ONLY																									
instructio	eby certify that the details in is correct:	s of our	r clie	ents bank	K acco	unt as i	indic	cated on	the cre	editor	der	OFF	ICIAL I	DATE	STAM	P										

Page 48 of 73



PART B - SPECIFICATIONS AND PRICING SCHEDULE



1. SPECIFICATIONS

TERMS OF REFERENCE

1. INTRODUCTION

The Contract entails the rendering of hygiene cleansing services for the period 1 March 2020 to 30 June 2022, to the Breede Valley Municipality (BVM). The BVM herewith extends this invitation to call for tenders from experienced and qualified service providers, who meet the eligibility criteria set out in the conditions of the tender.

2. BACKGROUND

Breede Valley Municipality are bound to ensure a safe and healthy working environment in terms of the provision of relevant Occupational and Health Legislation. It was therefore decided to rent the necessary equipment/ services in order to deliver proper hygiene services throughout the Breede valley Municipality's areas of jurisdiction.

3. PURPOSE

The objective of this bid is to appoint a specialized hygiene service provider to provide and install the necessary hygiene equipment in toilet facilities at various sites, supply and service all disposable units at all female toilets, give all toilets an ablution hygiene treatment.

4. ELIGIBILTY CRITERIA

Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

- i. Experienced and specialising in the rendering of hygiene services, and can demonstrate to have successfully completed three projects in excess of R100,000 (each) during the past five years (proof to be submitted with tender or to be provided in the schedule of completed contracts); and
- ii. Comply with the Occupational Heath and Safety Act and regulations and are in Good Standing with the Compensation Commissioner.

5. GENERAL

5.1 Contract period

The contract period will commence on 1 March 2020 to 30 June 2022.

5.2 Delivery Address, installation and/ or commissioning

The building and location where the services/equipment is required are as follows:

5.2.1 De Doorns

- 1. 4 La Rochelle Hexvallei (people centre)
- 2. 4 La Rochelle Hexvallei (municipal building)
- 3. 19 Retief Street (traffic centre)

5.2.2 Touwsriver

- 1. Main Road (Touwsriver Library)
- 2. Touwsriver Swimming pool

5.2.3 Worcester

- 1. 30 Baring Street (main building)
- 2. 23 Baring Street (supply chain & tourism)
- 3. 45 Baring Street (revenue offices old ABSA building)
- 4. 46 Baring Street (new SCMU building)
- 5. C/O van Huysteen and Grey Street (Esselen library)

Reference No: BV 839/2019	Page 50 of 73
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MUNICIPALITY

- 6. Van Huysteen Avenue (housing office)
- 7. Baring Street (Waterloo library)
- 8. 53 Baring Street (finance planning & HR offices)
- 9. Mtwazt Street (Zweletemba library)
- 10. Krone Street (parks & recreation offices)
- 11. Rawsonville Road (Nekkies conference centre)
- 12. Robertson Road (Traffic department)
- 13. C/O Pelikan & Sandpiper Street (Avian park library)
- 14. Worcester Fire Station
- 15. Worcester swimming pool
- 16. Worcester Fairbairn stores
- 17. 1 Mark Street (Electrical Department)

5.2.4 Rawsonville

- 1. Rawsonville (Municipal Building)
- 2. Rawsonville (Goudini Library)

6. SCOPE OF THE SERVICES

The service scope is to undertake the hygiene cleansing services at the Breede Valley Municipality and the installation of new equipment, reporting directly to the designated official.

A need was determined to procure equipment/ services for the following areas, namely:

		Quantity per area						
Equipment/ Service	Worcester	Rawsonville	De Doorns	Touwsrivier	Total			
Hand towel	8	-	-	-	8			
dispensers								
Liquid soap	21	-	4	1	26			
dispensers								
Sanitary bins	67	11	11	8	98			
Automated air	42	5	-	-	47			
fresheners								
Toilet sanitizers	78	8	24	2	112			
Toilet seat sanitizers	59	11	5	1	80			
Ablution hygiene	190	28	56	19	293			
treatment								
Microbust dispensers	12	-	-	-	12			
	3	-	-	-	3			

7. TECHNICAL REQUIREMENTS

7.1. DUTIES OF SERVICE PROVIDER

- 1) Empty and disinfect all sanitary bins in female bathrooms and cleaning of all wall bins in all bathrooms on a weekly basis and dispose thereof in an orderly fashion.
- 2) Maintenace to defects and faults to be done within 16 working hours from date of submission of request.

7.2. REMUNERATION

- 1) The service provider shall be paid for services rendered on a 30-day account, which will be paid on a monthly basis upon presentation of an original tax invoice and statements within the period prescribed by the municipal procurement policies.
- 2) The service provider shall present such invoice and statements on or before the 25th of every month.
- 3) The tender price must include labour, transport and all cleaning materials.

Reference No:	BV 839/2019	Page 51 of 73



7.3. REPORTING REQUIREMENTS

- 1) The Service provider shall report to the Area manager / site owner or his delegate
- 2) The operational staff of the municipality will do inspections on quality and standard of service rendered.
- 3) The Service provider shall supply a monthly summarized written report to the municipality on specific problems. Suggestions improved methods and all other pertaining to the agreement.

7.4. CONTRACT PERIOD

- 1) The contract will be for the period from 1 March 2020 until 30 June 2022
- 2) The tender price must be firm from 1 March 2020 until 30 June 2020; thereafter the percentage for escalation based on CPIX (**Consumer Price Index**) may be added, every 12 months, for the remainder of the contract period.

7.5. COMPANY EXPERIENCE

- 1) Experienced and specialising in the rendering of hygiene services, and can demonstrate to have successfully completed three projects in excess of R100,000 (each) during the past five years (proof to be submitted with tender or to be provided in the schedule of completed contracts)
- 2) Failure to submit the required proof for similar rendered projects, will lead of the tender to be non responsive and will be excluded for further evaluation.
- 3) Monthly cleaning schedule
- 4) Project plan with final outputs and identified timeframe.

7.6. EQUIPMENT AND PRODUCTS

- 1) Approved cleaning material and equipment for effective and efficient delivery of services
- 2) Submit a list of the material to be used or a certificate of compliance for the cleaning products.

8. CONTRACT DURATION

It is envisage commencement date for the required services is from 1 March 2020. This multi-year tender, hence, the tender will run over 3 financial years, ending June 2022, broken down as follow's

i. Year 1 (2019/20) - 1 March 2020 until 30 June 2020

ii. Year 2 (2020/21) - 1 July 2020 until 30 June 2021; and

iii. Year 3 (2021/22) 1 July 2021 until 30 June 2022.

9. PERFORMANCE MEASUREMENT

Performance measurement shall be adequately addressed and agreed upon within a Service Level Agreement to be concluded with the department.

10. PENALTIES

The penalties shall be adequately addressed and agreed upon, based on the performance measurement, within a Service Level Agreement to be concluded with the department.

These penalties shall be applicable, should the successful bidders fail to adhere to the conditions of contract and shall be deducted from the invoice monthly.

Reference No: BV	839/2019	Page 52 of 73
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11. ADDITIONAL CONDITIONS/ REQUIREMENTS

- Service providers are required to supply and install new hygiene equipment and provide hygiene treatments as per specification.
- Service providers are required to supply new hygiene equipment and service all disposable units of all sites at least twice (2 times) a month and replace with clean/ fresh units.
- Service providers are required to provide an ablution hygiene treatment for each toilet unit at least once (1 time) a month.
- The municipality reserves the right to approve cleaning materials, equipment, pesticides and chemicals prior to the use thereof.
- Municipality reserves the right to request the successful service provider to undergo a security vetting process.
- Hygiene services to be rendered during official working hours from 08:00am to 16:30pm from Mondays to Thursdays and from 08:00am to 15:00 on Fridays, excluding weekends and public holidays.
- Service provider shall comply with the Health and Safety Act, and other applicable regulations.
- The successful contractor shall at all times practice safe working habits and create safe working conditions
 for his/ her workers. Protective clothing shall be worn when executing work. The municipality shall be
 indemnified against any loss, injury to employees and damage to own property while executing the works.
- The contract shall be subject to the signing of a Service Level Agreement (SLA).
- That payment will be on a monthly basis, subject to the inspection of the user department, and upon presentation of a tax invoice with the period prescribed by the municipal procurement policy.
- The average quantities, as per pricing schedule, are required, in which the municipality will put in orders for various quantities of the goods, as and when the need arise.
- The total tender amount for year 1 will be used in the evaluation and adjudication of this tender. The application of price escalations will be in accordance with the Consumer Price Index (CPIX) for the outer years. The annual price increase must be equal to CPI (related to the area) per annum as from date of implementation. The onus is on the bidder to formally communicate (submit) price escalations together with supporting evidence prior to implementation thereof. The annual price increase shall be based on the previous year's average CPI indices (1 May to 30 May). Failure to communicate the price escalations before or on date of implementation, the prices shall remain the same until such time the increases in submitted, and the additional costs incurred will be for the bidder's own account. The price escalations need to be communicated to scm@bvm.gov.za.
- The tender shall run over the period from 1 March 2020 until 30 June 2022, in which the prices must remain fixed from 1 March 2020 until 30 June 2022. Thereafter, the percentage increase in price will be affected on the first day of the new financial year, which is 1 July 2020 until 30 June 2022.
- Bidders **MUST** cast their prices for all the items listed in the schedule of quantities. The tender shall be evaluated and awarded as a whole to one successful supplier.
- The municipality reserves the right to amend the quantities at its discretion in order to meet the budget limitations.
- Failure to comply with the minimum conditions/ requirements stated in this tender document shall result in automatic disqualification

Reference No:	BV 839/2019	Page 53 of 73
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11. PRICING CONDITIONS

- The pricing structure or schedule has been designed for bidders to cast their rates for each individual item, failure to adhere to this requirement shall lead to automatic disgualification.
- 11.2. The pricing structure or schedule has been designed for bidders to cast their rates for each individual item in terms of the services required, which must remain fixed and firm for each year under consideration. Bidders must/ shall indicate their prices for each and every item, failure to adhere to this requirement shall lead to automatic disgualification. The tender will be evaluated and awarded as a whole.
- 11.3. Service providers are urged to take into account all the necessary costs of bringing the services to the client when casting their prices i.e. (labour, cleaning material, protective clothing, transport, administration, telephone, etc.). The municipality shall at any given stage during the evaluation of tenders, conduct verification checks in order to ensure that unrealistically low tenders are eliminated not to participate further on price. No further price adjustments shall be accommodated, other than the ones agreed upon according this tender.
- 11.4. Year 1 shall mean the period: from 1 March 2020 to 30 June 2020. Year 2 shall mean 1 July 2020 to 30 June 2021. Year 3 shall mean 1 July 2021 to 30 June 2022.
- 11.5. All prices shall be quoted in South African currency and be **INCLUSIVE** of **ALL APPLICABLE TAXES**. However, those bidders who are registered for VAT shall account for VAT at 15% in order to obtain the Grand Total. Those bidders who are NOT registered for VAT may NOT impose VAT to the municipality.
- 11.6. The tender must be valid for 90 (ninety) days after closing
- 11.7. Tender rates must be submitted on the Pricing Schedule. No deviations from the current pricing structure will be permitted.
- The total tender amount for year 1 will be used in the evaluation and adjudication of this tender. The application of price escalations will be in accordance with the **Consumer Price Index (CPIX)** for the outer years. The annual price increase must be equal to CPI (related to the area) per annum as from date of implementation. The onus is on the bidder to formally communicate (submit) price escalations together with supporting evidence prior to implementation thereof. The annual price increase shall be based on the previous year's average CPI indices (1 May to 30 May). Failure to communicate the price escalations before or on date of implementation, the prices shall remain the same until such time the increases in submitted, and the additional costs incurred will be for the bidder's own account. The price escalations needs to be communicated to scm@bvm.gov.za.

SIGNATURE	NAME (PRINT)	
CAPACITY	DATE	
NAME OF FIRM		



MUNICIPALITY

2. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

		CURRENT CONTRA	стѕ		
EMPLOYER Contact Person (Name, Tel, Fax, (Name, Tel, Fax, Email)		Person (Name, Tel, Fax, Email)	NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE AWARDED
Name	Name				
Tel	Tel				
Fax	Fax				
Email	Email				
Name	Name				
Tel	Tel				
Fax	Fax		1		
Email	Email				
Name	Name				
Tel	Tel				
Fax	Fax		1		
Email	Email		1		
Name	Name				
Tel	Tel				
Fax	Fax				
Email	Email				
Name	Name				
Tel	Tel				
Fax	Fax				
Email	Email				
Name	Name				
Tel	Tel		1		
Fax	Fax		1		
Email	Email		1		
Name	Name				
Tel	Tel		1		
Fax	Fax		1		
Email	Email		1		

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						

<u> </u>		
Reference No:	BV 839/2019	Page 55 of 73



MUNICIPALITY

3. 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,	• • • • • • • • • • • • • • • • • • • •	nct 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						
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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		

Reference No:	BV 839/2019	Page 56 of 73



MUNICIPALITY

4. PRICING AND SCHEDULE

NOTE:

- 1. Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.
- 2. Document MUST be completed in non-erasable black ink
- 3. Bidders must cast prices for all items, as listed in the schedule of quantities. The tender will be evaluated and awarded as a whole
- 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.

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

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

Reference No: BV 839/2019 Page 57 of 73



PRICING SCHEDULE:

The prices cast must include all installation costs, labour, cleaning materials, protective clothing, transport, etc, all related costs of bringing the service to council, without any hidden costs.

Bidders MUST cast their prices/ rates for each item. failure to cast prices/ rates for each item shall result in automatic disqualification.

The rate shall remain fixed for the duration of the financial year. No other price adjustments, other than the prices and percentage increases disclosed in the tender pricing schedule, shall be allowed

SCHEDULE OF QUANTITIES - YEAR 1

Worcester

Site 1: 30 Baring Street (main building)

Item No.	Item Description	Unit of measurement	Rate per service per month (including all applicable taxes)	Estimated Quantity per month	Amount (including all applicable taxes)
1.	Ablution hygiene treatment	Per service		74	
2.	Sanitary bins	Per service		15	
3.	Toilet sanitizers	Per service		22	
4.	Automated air fresheners	Per service		15	
5.	Toilet seat sanitizers	Per service		12	
6.	Microbust dispensers	Per service		12	
	•	Su	b Total (to be carried forward to	the summary)	

Site 2: 23 Baring Street (supply chain & tourism)

Item No.	Item Description	Unit of measurement	Rate per service per month (including all applicable taxes)	Estimated Quantity per month	Amount (including all applicable taxes)
1.	Sanitary bins	Per service		4	
2.	Toilet sanitizers	Per service		6	

Reference No:	BV 839/2019	Page 58 of 73	
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Site 3: 45 Baring Street (revenue offices – old ABSA building)

Item No.	Item Description	Unit of measurement	Rate per service per month (including all applicable taxes)	Estimated Quantity per month	Amount (including all applicable taxes)
1.	Ablution hygiene treatment	Per service		10	
2.	Sanitary bins	Per service		2	
3.	Toilet sanitizers	Per service		5	
4.	Toilet seat sanitizers	Per service		2	
		Su	b Total (to be carried forward to th	ne summary)	

Site 4: 46 Baring Street (new SCMU building)

Item No.	Item Description	Unit of measurement	Rate per service per month (including all applicable taxes)	Estimated Quantity per month	Amount (including all applicable taxes)
1.	Ablution hygiene treatment	Per service		9	
2.	Sanitary bins	Per service		4	
3.	Toilets sanitizers	Per service		7	
4.	Toilet seat sanitizers	Per service		7	
5.	Liquid soap dispensers	Per service		3	
6.	Hand towel dispensers	Per service		3	

Site 5: C/O van Huysteen and Grey Street (Esselen library)

Item No.	Item Description	Unit of measurement	Rate per service per month (including all applicable taxes)	Estimated Quantity per month	Amount (including all applicable taxes)
1.	Ablution hygiene treatment	Per service		4	
2.	Sanitary bins	Per service		2	
3.	Toilet sanitizers	Per service		2	
4.	Toilet seat sanitizers	Per service		2	

Reference No:	BV 839/2019	Page 59 of 73	
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Site 6: Van Huysteen Avenue (housing office)

Item No.	Item Description	Unit of measurement	Rate per service per month (including all applicable taxes)	Estimated Quantity per month	Amount (including all applicable taxes)
1.	Ablution hygiene treatment	Per service		8	
2.	Sanitary bins	Per service		2	
3.	Toilet sanitizers	Per service		4	
4.	Toilet seat sanitizers	Per service		1	
		Su	b Total (to be carried forward to	the summary)	

Site 7: Baring Street (Waterloo library)

Item No.	Item Description	Unit of measurement	Rate per service per month (including all applicable taxes)	Estimated Quantity per month	Amount (including all applicable taxes)
1.	Ablution hygiene treatment	Per service		8	
2.	Sanitary bins	Per service		3	
3.	Toilet seat sanitizers	Per service		2	
		Sub	Total (to be carried forward to t	he summary)	

Site 8: 53 Baring Street (finance planning and HR offices)

Item No.	Item Description	Unit of measurement	Rate per service per month (including all applicable taxes)	Estimated Quantity per month	Amount (including all applicable taxes)
1.	Liquid soap dispensers	Per service		2	
2.	Ablution hygiene treatment	Per service		16	
3.	Sanitary bins	Per service		4	
4.	Toilet sanitizers	Per service		9	
5.	Toilet seat sanitizers	Per service		2	
	•	Sub	Total (to be carried forward to the	ne summary)	

Reference No:	BV 839/2019	Page 60 of 73
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Site 9: Mtwazt Street (Zweletemba library)

Item No.	Item Description	Unit of measurement	Rate per service per month (including all applicable taxes)	Estimated Quantity per month	Amount (including all applicable taxes)
1.	Ablution hygiene treatment	Per service		7	
2.	Sanitary bins	Per service		1	
3.	Toilet seat sanitizers	Per service		1	
		Sub	Total (to be carried forward to th	ne summary)	

Site 10: Krone Street (parks and recreation offices)

Item No.	Item Description	Unit of measurement	Rate per service per month (including all applicable taxes)	Estimated Quantity per month	Amount (including all applicable taxes)
1.	Hand towel dispensers	Per service		5	
2.	Liquid soap dispensers	Per service		5	
3.	Sanitary bins	Per service		3	
4.	Automated air fresheners	Per service		5	

Site 11: Rawsonville Road (Nekkies conference centre)

Item No.	Item Description	Unit of measurement	Rate per service per month (including all applicable taxes)	Estimated Quantity per month	Amount (including all applicable taxes)
1.	Sanitary bins	Per service		8	
2.	Toilet sanitizers	Per service		5	
3.	Toilet seat sanitizers	Per service		4	
4.	Automated air fresheners	Per service		8	

Reference No:	BV 839/2019	Page 61 of 73	
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Site 12: Robertson Road (Traffic department)

Item No.	Item Description	Unit of measurement	Rate per service per month (including all applicable taxes)	Estimated Quantity per month	Amount (including all applicable taxes)
1.	Ablution hygiene treatment	Per service		33	
2.	Sanitary bins	Per service		5	
3.	Toilet sanitizers	Per service		3	
4.	Toilet seat sanitizers	Per service		5	

Site 13: C/O Pelikan & Sandpiper Street (Avian park library)

Item No.	Item Description	Unit of measurement	Rate per service per month (including all applicable taxes)	Estimated Quantity per month	Amount (including all applicable taxes)
1.	Ablution hygiene treatment	Per service		7	
2.	Sanitary bins	Per service		3	
3.	Toilet sanitizers	Per service		3	
4.	Toilet seat sanitizers	Per service		3	
		Sub	Total (to be carried forward to th	e summary)	



Site 14: Worcester Fire Station

Item No.	Item Description	Unit of measurement	Rate per service per month (including all applicable taxes)	Estimated Quantity per month	Amount (including all applicable taxes)
1.	Sanitary bins	Per service		6	
		Sub 7	Γotal (to be carried forward to th	e summary)	

Site 15: Worcester swimming pool

Item No.	Item Description	Unit of measurement	Rate per service per month (including all applicable taxes)	Estimated Quantity per month	Amount (including all applicable taxes)
1.	Sanitary bins	Per service		5	
		Sub 7	Total (to be carried forward to th	e summary)	

Site 16: Worcester Fairbairn stores

Item No.	Item Description	Unit of measurement	Rate per service per month (including all applicable taxes)	Estimated Quantity per month	Amount (including all applicable taxes)
1.	Automated air fresheners	Per service		5	
2.	Toilet sanitizers	Per service		2	
3.	Hand sanitizers	Per service		3	
4.	Liquid soap dispensers	Per service		3	



Site 17: Mark Street (Electrical Department

Item No.	Item Description	Unit of measurement	Rate per service per month (including all applicable taxes)	Estimated Quantity per month	Amount (including all applicable taxes)
1.	Automated air fresheners	Per service		9	
2.	Toilet sanitizers	Per service		10	
3.	Toilet seat sanitizers	Per service		14	
4.	Liquid soap dispensers	Per service		8	
5.	Sanitary bins	Per service		10	
6.	Ablution hygiene treatment	Per service		14	
		Su	b Total (to be carried forward to	the summary)	

De Doorns

Site 18: 4 La Rochelle Hexvallei (people centre)

Item No.	Item Description	Unit of measurement	Rate per service per month (including all applicable taxes)	Estimated Quantity per month	Amount (including all applicable taxes)
1.	Ablution hygiene treatment	Per service		10	
2.	Sanitary bins	Per service		2	
3.	Toilet sanitizers	Per service		6	
4.	Toilet seat sanitizers	Per service		1	



Site 19: 4 La Rochelle Hexvallei (municipal building)

Item No.	Item Description	Unit of measurement		Rate per service per month (including all applicable taxes)	Estimated Quantity per month	Amount (including applicable taxes)	all
1.	Liquid soap dispensers	Per service			1		
2.	Ablution hygiene treatment	Per service			36		
3.	Sanitary bins	Per service			6		
4.	Toilet sanitizers	Per service			18		
5.	Toilet seat sanitizers	Per service			2		
		5	Sub Total (to be c	arried forward to th	e summary)		

Site 20: Retief Street (traffic centre)

Item No.	Item Description	Unit of measurement	Rate per service per month (including all applicable taxes)	Estimated Quantity per month	Amount (including all applicable taxes)
1.	Ablution hygiene treatment	Per service		10	
3.	Sanitary bins	Per service		3	
4.	Toilet seat sanitizers	Per service		2	



Touwriver

Site 21: Main Road (Touwsriver library)

Item No.	Item Description	Unit of measurement	Rate per service per month (including all applicable taxes)	Estimated Quantity per month	Amount (including all applicable taxes)
1.	Liquid soap dispensers	Per service		1	
2.	Ablution hygiene treatment	Per service		19	
3.	Sanitary bins	Per service		8	
4.	Toilet sanitizers	Per service		2	
5.	Toilet seat sanitizer	Per service		9	
		Su	b Total (to be carried forward to t	the summary)	

Site 22: Touwriver Swimming pool

Item No.	Item Description	Unit of measurement	Rate per service per month (including all applicable taxes)	Estimated Quantity per month	Amount (including all applicable taxes)
2.	Sanitary bins	Per service		2	
		Sub	Total (to be carried forward to th	e summary)	

Rawsonville

Site 23: Rawsonville (Municipal Building)

Item No.	Item Description	Unit of measurement	Rate per service per month (including all applicable taxes)	Estimated Quantity per month	Amount (including all applicable taxes)
1.	Ablution hygiene treatment	Per service		25	
2.	Sanitary bins	Per service		9	
3.	Toilet seat sanitizers	Per service		8	
4.	Automated air fresheners	Per service		9	

Reference No:	BV 839/2019	Page 66 of 73
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Site 24: Rawsonville (Goudini Library)

Item No.	Item Description	Unit of measurement	Rate per service per month (including all applicable taxes)	Estimated Quantity per month	Amount (including all applicable taxes)
1.	Ablution hygiene treatment	Per service		3	
2.	Sanitary bins	Per service		2	
3.	Toilet seat sanitizers	Per service		2	
4.	Automated air fresheners	Per service		1	
	Sub Total (to be carried forward to the summary)				



MUNICIPALITY

SUMMARISED PRICING (BOQ) SCHEDULE

Site No.	Area	Site Description	Subtotal carried forward from
1.	Worcester	30 Baring Street (main building)	
2.	Worcester	23 Baring Street (supply chain & tourism)	
3.	Worcester	45 Baring Street (revenue offices – old ABSA building)	
4.	Worcester	46 Baring Street (new SCMU building)	
5.	Worcester	C/O van Huysteen and Grey Street (Esselen library)	
6.	Worcester	Van Huysteen Avenue (housing office)	
7.	Worcester	Baring Street (Waterloo library)	
8.	Worcester	53 Baring Street (finance planning and HR offices)	
9.	Worcester	Mtwazt Street (Zweletemba library)	
10.	Worcester	Krone Street (parks and recreation offices)	
11.	Worcester	Rawsonville Road (Nekkies conference centre)	
12.	Worcester	Robertson Road (Traffic department)	
13.	Worcester	C/O Pelikan & Sandpiper Street (Avian park library)	
14.	Worcester	Worcester Fire Station	
15.	Worcester	Worcester swimming pool	
16.	Worcester	Worcester Fairbairn stores	
17.	Worceste	1 Mark Street (Electrical Department)	
18.	De Doorns	4 La Rochelle Hexvallei (people centre)	
19.	De Doorns	4 La Rochelle Hexvallei (municipal building)	
20.	De Doorns	19 Retief Street (traffic centre)	
21.	Touwsrivier	Main Road (Touwsriver Library)	
22.	Touwsrivier	Touwsriver Swimming pool	
23.	Rawsonville	Rawsonville (Municipal Building)	
24	Rawsonville	Rawsonville (Goudini Library)	
		Grand Total	

The quantities in the pricing schedule above represents estimated averages based on the previous year hence can vary due to operational reasons. The actual quantities ordered and delivered shall depend on the needs and budget limitations of the municipality. Thus, the municipality reserves the right to amend the quantities at its discretion in order to meet budget limitations.

<u>Please note:</u> The calculation for the total shall be based on the average quantities per year and shall be used for evaluation purposes and adjudication purposes only.

NB The Grand total is to be carried forward to the front page

Price escalations will be calculated in accordance with the Consumer Price Index (CPIX) for the outer years.

SIGNATURE	NAME (PRINT)	
CAPACITY	DATE	
NAME OF FIRM		

Reference No:	BV 839/2019	Page 68 of 73



5. MBD 7.2 - CONTRACT FORM - SUPPLY AND DELIVERY OF GOODS/ RENDERING OF SERVICES

NOTE:

- 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
 contract for their respective records.63
- 2. NO correction fluid/tape may be used.
- 3. 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.

PART 1 (to be completed by the TENDERER)

- I hereby undertake to render services described in the attached bidding documents to Breede Valley Municipality, in accordance with the requirements and task directives / proposals specifications stipulated in Tender Number BV779/2019
 RENDERING OF HYGIENE CLEANSING SERVICES FOR THE PERIOD ENDING 30 JUNE 2022, at the price(s) quoted, as per pricing schedule. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:

Bidding documents, viz

- (a) Invitation to bid
- (b) Tax clearance certificate
- (c) Pricing schedule(s)
- (d) Filled in task directive/proposal
- (e) Preference claims in terms of the Preferential Procurement Regulations 2017
- (f) Declaration of interest
- (g) Special Conditions of Contract; and
- (h) General Conditions of Contract.
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

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

Reference No: BV 839/2019 Page 69 of 7	Reference No:	BV 839/2019	Page 69 of 73
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Reference No:

BV 839/2019



MUNICIPALITY

Page 70 of 73

CONTRACT FORM - SUPPLY AND DELIVERY OF GOODS/ RENDERING OF SERVICES

PART 2 (to be completed by BREEDE VALLEY MUNICIPALITY)

1.	l.,			
	in	my	capacity	as
	,			
		d under reference number		
		ng of services indicated hereunder and/or furt		
2.	An official orde	er indicating service delivery instructions is for	thcoming.	
3.		make payment for the services rendered in /) days after receipt of an invoice.	accordance with the terms and cor	nditions of the contract,
4.	I confirm that I	am duly authorised to sign this contract.		
SIGI	NED AT	on this	day of	20
TC	BE COMPLETI	ED BY THE BREEDE VALLEY MUNICIPALI	тү	
SIG	GNATURE:		OFFICIAL STAMP:	
NA	ME (PRINT):			
WI	TNESS 1:			
WI	TNESS 2:			
		•		



MUNICIPALITY

2. ACCEPTANCE

- 2.1. By signing this part of this form of offer and acceptance, the employer identified below accepts the bidder'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 bidder's offer shall form an agreement between the employer and the bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
- 2.2. Deviations from and amendments to the documents listed in the bid data and any addenda thereto listed in the returnable schedules as well as any changes to the terms of the offer agreed by the bidder 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.
- 2.3. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the bid documents and the receipt by the bidder 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:			
For the employer:	Breede Valley Municipality 23 Baring Street Worcester		
Name of witness:			
Signature of witness:		Date:	



MUNICIPALITY

6. 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 <i>domicillium citandi et executandi</i> (physical address at which legal proceedings may be instituted) in the Republic at:					
		-			
	onsibility for the proper execution and fulfi as the principal liable for the due fulfillmen	· ·	ns and conditions devolving in me / us		
price quoted cover all	nfirm I / we satisfied myself / ourselves as the work / items specified in the tender do ract and that I / we accept that any mistak	ocuments and that the	price(s) cover all my / our obligations		
	nfirm that my / our offer remains binding alidity period indicated and calculated from		, ,		
SIGNATURE		NAME (PRINT)			
CAPACITY DATE					
NAME OF FIRM					
WITNESS 1		WITNESS 2			

Reference No: BV 839/2019 Page 72 of	Reference No:	BV 839/2019	Page 72 of 73
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PART C - DATABASE REGISTRATION

A	If you are a bidder, DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Breede Valley Municipality, COMPLETE THIS SECTION, however if your organization's circumstances changed, without notifying Breede Valley Municipality, section B shall apply.					
SCM	DATABASE REGISTRATION NU	MBER				
NAME OF FIRM						
SIGNATURE			CAPACITY			
NAM	E (PRINT)					

В	If you are a bidder, NOT DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Breede Valley Municipality, it is compulsory to complete and attach the following forms:
1	Database Registration Form
2	
3	
4	
5	
6	
7	

Reference No:	BV 839/2019	Page 73 of 73
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