



# BREED VALLEY

MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

**TENDER NO.: BV 777/2019**

**SUPPLY AND DELIVERY OF DETERGENTS AND CLEANING MATERIALS FOR THE PERIOD  
ENDING 30 JUNE 2022  
PROCUREMENT DOCUMENT**

**Closing Date and Time: 28 June 2019 – 11:00**

<b>NAME OF TENDERER:</b>	
<b>Total Bid Price (Inclusive of VAT) -</b>	REFER TO PAGES 64-66 FOR PRICING SCHEDULE

**May 2019**

**PREPARED AND ISSUED BY:**

Directorate: Finance:  
Supply Chain Management Unit  
Breede Valley Municipality  
Private Bag X0346, Worcester, 6850

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**

**Mr. Z. Ceza  
Supervisor: Stores**

Tel. Number: **023 348 2710**

<b>Worcester</b> <b>Supply Chain Management Unit; 23 Baring Street; Worcester; 6850</b> <b>Tel: 023 348 2951; Fax: 086 445 0476</b>
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TENDER DETAILS						
TENDER NUMBER:	BV 777/2019					
TENDER TITLE:	SUPPLY AND DELIVERY OF DETERGENTS AND CLEANING MATERIALS FOR THE PERIOD ENDING 30 JUNE 2022					
CLOSING DATE:	FRIDAY, 28 JUNE 2019	CLOSING TIME:	11:00			
CLARIFICATION & SITE MEETING:	DATE:	N/A	TIME:	N/A	COMPULSORY:	N/A
SITE MEETING ADDRESS:	N/A					
CIDB GRADING REQUIRED:	N/A	LEVEL AND CATEGORY:	N/A			
BID BOX NO:	N/A	SITUATED AT: 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 opening of 390mm x 85mm, the tender should be delivered during office hours.				
OFFER TO BE VALID FOR:	120	DAYS FROM THE CLOSING DATE OF BID.				

TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)			
NAME OF TENDERER:			
NAME OF CONTACT PERSON:			
PHYSICAL ADDRESS:		POSTAL ADDRESS:	
TELEPHONE NO:		FAX NO.	
E-MAIL ADDRESS:			
CSD Registration no.		WCSD Registration no.	

DATE:	
SIGNATURE OF TENDERER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	

PLEASE NOTE:
1. Tenders that are deposited in the incorrect box will not be considered.
2. Tender box deposit slot is 390 mm x 85 mm.
3. Mailed, telegraphic or faxed tenders will not be accepted.
4. If the bid is late, it will not be accepted for consideration.
5. 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	Z. Ceza	023 348 2710
	H. Arnoldus	023 348 2701
2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS	W. Bells	023 348 2954
	L. Plaatjies	023 348 2967

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# **BREED VALLEY**

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

<b>1. CHECKLIST</b>
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**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.	<b>Authority to Sign a Bid</b> - Is the form duly completed and is a <b>certified copy</b> of the <b>resolution</b> attached?	Yes	No
2.	<b>Authority to sign for a Joint venture - Bid</b> - Is the form duly completed and is a <b>certified copy</b> of the <b>resolution</b> attached?	Yes	No
3.	<b>MBD 1</b> (Terms and Conditions of bidding - Tax Compliance Status) - Is a <b>VALID</b> Tax Clearance Certificate or a valid SARS verification pin attached?	Yes	No
4.	<b>MBD 4</b> (Declaration of Interest) - Is the form duly completed and signed?	Yes	No
5.	<b>MBD 6.1</b> (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a <b>CERTIFIED</b> copy of the <b>B-BBEE Certificate</b> , the <b>original B-BBEE Certificate</b> or a sworn affidavit attached?	Yes	No
6.	<b>MBD 8</b> (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No
7.	<b>MBD 9</b> (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No
8.	<b>MBD 15</b> (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the <b>Identity numbers, residential addresses</b> and <b>municipal account numbers</b> of <b>ALL</b> members, partners, directors, Affidavit confirming of residential address or renting of business premises or rental agreement, etc. provided on the form as requested?	Yes	No
9.	<b>MBD16</b> (Key Performance Indicators) - Is the form duly completed and signed?	Yes	No
10.	<b>OHASA</b> (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid <b>Letter of Good Standing</b> from the Compensation Commissioner attached?	Yes	No
11.	<b>Indemnity</b> - Is the form duly completed and signed?	Yes	No
12.	<b>Schedule 1</b> - Is the documents of incorporation and professional registration attached?	Yes	No
13.	<b>Schedule 2</b> – Is the copies if identity attached?	Yes	No
14.	<b>Schedule 3</b> - Is the certificate of banking details completed?	Yes	No
15.	<b>Schedule 4</b> - Is the South African Bureau of Standards (SABS) compliance certification, for each tendered item, attached?	Yes	No
16.	<b>Specifications</b> - Is the form duly completed and signed?	Yes	No
17.	<b>Schedule of Work Experience of Tenderer</b> - Is the form duly completed and signed?	Yes	No
18.	<b>Pricing Schedule</b> - Is the form duly completed and signed?	Yes	No
19.	<b>MBD 7.1</b> (Contract form – Goods/Works) - Is the form duly completed and signed?	Yes	No
20.	<b>DATA BASE REGISTRATION</b> - Is the form duly completed and signed? Are <b>ALL</b> the supporting documents attached?	Yes	No
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

## 2. TENDER NOTICE & INVITATION TO TENDER

**TENDER NO. BV 777/2019**

### **SUPPLY AND DELIVERY OF DETERGENTS AND CLEANING MATERIALS FOR THE PERIOD ENDING 30 JUNE 2022**

The Breede Valley Municipality invites tenders for the supply and delivery of detergents and cleaning materials for the period ending 30 June 2022.

Only manufactures / suppliers/ distributors, and who meet the conditions as set out in the tender, are encouraged to participate in this tender. Interested service providers can collect bid documents from the Supply Chain Management Offices, Stofberg House, 23 Baring Street, Worcester. Documents may be collected from Friday, 24 May 2019 during office hours Mondays to Fridays 08h00 – 13h00 and 13h30 - 15h00. A non-refundable fee of R 230-00 (Two Hundred and Twenty-Eight 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.

#### **ELIGIBILITY CRITERIA**

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

- i. Whose products are certified/ compliant with the applicable South African Bureau of Standards (SABS) (proof of certification must be submitted with the tender)

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](mailto:wbells@bvm.gov.za). Any enquiries regarding technical information shall be directed to the Supervisor Stores, Mr. Ceza, at telephone number 023 348 2710 or e-mail address: [zceza@bvm.gov.za](mailto:zceza@bvm.gov.za). Alternatively, the Storekeeper, Mr. Arnoldus, can be contacted at 023 348 2701 or email address: [harnoldus@bvm.gov.za](mailto:harnoldus@bvm.gov.za).

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, 28 June 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 12/2019

**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 <b>section 1</b> below
2	Close Corporation (CC)		Please complete <b>section 2</b> below
3	Sole Proprietor		Please complete <b>section 3</b> below
4	Partnership		Please complete <b>section 4</b> below
5	Consortium, Club, Trust, etc.		Please complete <b>section 5</b> below
6	Joint Venture		Please complete <b>section 6</b> 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 (name and surname)			
Capacity			
Name and surname of delegated 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:		WITNESS 2:	

**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

2.2.2. Member with majority shareholding but only if such shareholding is more than 50%; or

2.2.3. Company Secretary.

PARTICULARS OF RESOLUTION BY THE MEMBERS OF THE CLOSE CORPORATION			
Date resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated 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) & NATURAL PERSON**

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

**OR**

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

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



**4. PARTNERSHIP**

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

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

Full name of partner	Signature

SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**5. CONSORTIUM / CLUB / TRUST / ETC.**

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

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

Full Name of consortium member	Role of consortium member	% Participation	Signature

SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**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)**

Name of firm			
Address			Tel. No.
Signature		Designation	

**2. 2<sup>nd</sup> PARTNER**

Name of firm			
Address			Tel. No.
Signature		Designation	

**3. 3<sup>rd</sup> PARTNER**

Name of firm			
Address:			Tel. No.
Signature		Designation	

**4. 4<sup>th</sup> PARTNER**

Name of firm			
Address:			Tel. No.
Signature		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.

#### 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.

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- 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.

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**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.

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**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.

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15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. PAYMENT**

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

**17. PRICES**

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

**18. VARIATION ORDERS**

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

**19. ASSIGNMENT**

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

**20. SUBCONTRACTS**

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. DELAYS IN THE SUPPLIER'S PERFORMANCE**

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

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

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be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## 25. FORCE MAJEURE

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

## 26. TERMINATION FOR INSOLVENCY

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

## 27. SETTLEMENT OF DISPUTES

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

## 28. LIMITATION OF LIABILITY

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- 28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

## 29. GOVERNING LANGUAGE

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

## 30. APPLICABLE LAW

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

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**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)*

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<b>5. GENERAL CONDITIONS OF TENDER</b>
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**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 bid 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.

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- 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

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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
- d) 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
- e) The Official order number of Breede Valley Municipality is compulsory – non-compliance – no payment
- f) 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

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**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**<sup>1</sup> 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 a 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 120 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.

**<sup>1</sup> 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.

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**16. SIGNING OF CONTRACT**

The Bidder **must complete and sign the form of offer** 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 guarantee.
  - \* 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 disqualified.

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**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](mailto: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.

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**MUNISIPALITEIT**



**MUNICIPALITY**

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

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	BV 777/2019	CLOSING DATE:	28 JUNE 2019	CLOSING TIME:	11:00
DESCRIPTION	SUPPLY AND DELIVERY OF DETERGENTS AND CLEANING MATERIALS FOR THE PERIOD ENDING 30 JUNE 2022				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
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 opening of 390mm x 85mm, the tender should be delivered during office hours.					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	<b>REFER TO PAGES 64-66 FOR PRICING SCHEDULE</b>	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	SUPPLY CHAIN MANAGEMENT	DEPARTMENT	SCMU: EXPENDITURE AND LOGISTICS		
CONTACT PERSON	WILFRED BELLS	CONTACT PERSON	Z. CEZA		
TELEPHONE NUMBER	023 348 2954	TELEPHONE NUMBER	023 348 2710		
FACSIMILE NUMBER	086 445 0476	FACSIMILE NUMBER			
E-MAIL ADDRESS	wbells@bvm.gov.za	E-MAIL ADDRESS	zceza@bvm.gov.za		

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MUNICIPALITY

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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

<b>3.1.</b>	<b>Full name of bidder or his or her representative</b>																		
<b>3.2.</b>	<b>Identity number</b>																		
<b>3.3.</b>	<b>Position occupied in the company (director, shareholder<sup>3</sup> etc.)</b>																		
<b>3.4.</b>	<b>Company registration number</b>																		
<b>3.5.</b>	<b>Tax reference number</b>																		
<b>3.6.</b>	<b>VAT registration number</b>																		
<b>3.7.</b>	<b>Are you presently in the service of the state?</b>	<b>YES</b>		<b>NO</b>															
3.7.1.	If so, furnish particulars:																		
<b>3.8.</b>	<b>Have you been in the service of the state for the past twelve months?</b>	<b>YES</b>		<b>NO</b>															
3.8.1.	If so, furnish particulars:																		

<sup>2</sup> MSCM Regulations: “in the service of the state” means to be –

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

<sup>3</sup> “Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.14.	Please provide the following information on ALL directors / shareholders / trustees /members below:		
full name and surname	identity number	personal income tax number	Provide State <sup>4</sup> employee number <i>(Only to be completed if in the service of the State)</i>

**NB:**

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

**4. DECLARATION**

I, the undersigned (name) \_\_\_\_\_,

certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

<sup>4</sup> **MSCM Regulations: “in the service of the state” means to be –**

1. a member of –
  - i. any municipal council;
  - ii. any provincial legislature; or
  - iii. 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;
4. 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.

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

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

**1. GENERAL CONDITIONS**

- 1.1. The following preference point systems are applicable to all bids:
  - 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
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5. Failure on the part of a bidder to submit 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) 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**

**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:

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- 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**

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>B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1</b>	
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)	YES		NO	
If yes, indicate:				
what percentage of the contract will be subcontracted?	%			
the name of the sub-contractor?				
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			
TYPE OF ENTERPRISE (Tick applicable box)	Partnership / Joint Venture / Consortium		
	One person business / sole proprietor		
	Company ((Pty) Ltd. / Ltd.)		
	Close Corporation (CC)		
Describe principal business activities			
Company Classification (Tick applicable box)	Manufacturer		
	Supplier		
	Professional service provider		
	Other service providers, e.g. transporter, etc.		
Total number of years the company/firm has been in business			

**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 OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			

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**FOR INFORMATION PURPOSES ONLY**


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


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**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 **OR A CERTIFIED COPY** 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.

**9. SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name</b>																					
<b>Surname</b>																					
<b>Identity number</b>	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																				

Hereby declare under oath as follows:

**1.** The contents of this statement are to the best of my knowledge a true reflection of the facts.

**2.** I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Legal Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

**Definition of "Black People"**  
 As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 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 citizenship by naturalization prior to that date

**3.** I hereby declare under oath that:

The enterprise is		% black owned
The enterprise is		% black woman owned

Based on the financial statements / management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million Rand);

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

<b>Level One</b>	100% black owned (135% B-BBEE procurement recognition)	
<b>Level Two</b>	More than 51% black owned (125% B-BBEE procurement recognition)	
<b>Level Four</b>	Less than 51% black owned (100% B-BBEE procurement recognition)	

**4.** The entity is an empowering supplier in terms of the dti Codes of Good Practice.

**5.** I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

**6.** The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent signature:		Commissioner of Oaths stamp
Date:		
Commissioner of Oaths signature		
Date		

**10. SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL**

I, the undersigned,			
Full name			
Surname			
Identity number			
Hereby declare under oath as follows:			
7.	The contents of this statement are to the best of my knowledge a true reflection of the facts.		
8.	I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:		
	Enterprise legal name		
	Trading name		
	Registration number		
	Enterprise physical address		
	Type of entity (CC, (Pty) Ltd., Sole Proprietor, etc.)		
	Nature of business		
	Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 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 citizenship by naturalization prior to that date	
9.	I hereby declare under oath that:		
	The enterprise is	% black owned	As per amended code series 100 of the amended Codes of Good Practice issued under section 9(1) of B-BBEE Act no. 53 of 2003 as amended by Act n. 46 of 2013
	The enterprise is	% black woman owned	
	The enterprise is	% Black designated group owned	
	Based on the financial statements / management accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (ten million rands) and R50,000,000 (fifty million rands),		
	Please confirm on the table below the B-BBEE level contributor, <b>by ticking the applicable box.</b>		
	<b>Level One</b>	100% black owned (135% B-BBEE procurement recognition)	
	<b>Level Two</b>	At least 51% black owned (125% B-BBEE procurement recognition)	
10.	I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.		
11.	The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.		
	Deponent signature:		Commissioner of Oaths stamp
	Date:		
	Commissioner of Oaths signature		
	Date:		

**11. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector?  <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	<b>Yes</b>	<b>No</b>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <i>(To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	<b>Yes</b>	<b>No</b>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	<b>Yes</b>	<b>No</b>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<b>Yes</b>	<b>No</b>

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

**5. CERTIFICATION**

I, the undersigned (full name), \_\_\_\_\_, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

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

1. This Municipal Bidding Document (MBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>5</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - 3.1. take all reasonable steps to prevent such abuse;
  - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION:**

In response to the invitation for the bid made by:

**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

<sup>5</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

<sup>6</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**13. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

**DECLARATION IN TERMS OF PARAGRAPH 38(1)(d)(i) OF THE SUPPLY CHAIN MANAGEMENT POLICY OF THE BREEDE VALLEY MUNICIPALITY (To be signed 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 of \_\_\_\_\_ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

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

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

**Further details of the bidder's director(s) / shareholder(s) / partner(s) / member(s), etc.:**

Director / partner / member	Physical residential address of the director / partner / member	Municipal account number(s)

**PLEASE NOTE:**

1. Copies of all municipal accounts, not older than 3 months, to be submitted with the bid.
2. If the entity or any of its directors/shareholders/partners/members, etc. rents/leases premises a copy of the rental/lease agreement is to be submitted with this bid.

Signature	Position	Date

<p style="text-align: center;"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20____</p> <p>by the deponent, who has acknowledged that he/she knows and understands the contents of this affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p><b>COMMISSIONER OF OATHS:-</b></p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p style="text-align: center;"><b>Apply official stamp of authority on this page:</b></p>
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**14. MBD 16 – KEY PERFORMANCE INDICATORS**

1. 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.	Acceptable quality of work(s) performed / goods delivered		
1.4.	OTHER:		
	(a)		
	(b)		
	(c)		
	(d)		
	(e)		
<p>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.</p> <p>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.</p>			
SIGNATURE			NAME (PRINT)
CAPACITY			DATE
NAME OF FIRM			
WITNESS 1			WITNESS 2

**15. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993**

**INTRODUCTION**

In terms of section 16(1) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) the Chief Executive Officer is responsible as far as is reasonably practicable to ensure that the duties of his employer as contemplated in the Act are properly discharged. This responsibility is also, in terms of section 37(2) of the Act, extended to include a mandatary that performs work on behalf of the employer on his/her premises.

A “mandatary” is defined in the said Act as: - *“Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user”*

In terms of Section 37(2), read with section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatary. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatary regarding the arrangements and procedures between them to ensure compliance by the mandatary with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the management of Breede Valley Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is in the process of being executed will be conducted and if found not to be in compliance with the said agreement, a notice of non-compliance will be issued. All work will be stopped, reasons for non-compliance must be given including the corrective action that will be taken to rectify the situation must be stipulated.

<b>COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)</b>	
<p><b>Breede Valley Municipality</b> has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.</p> <p>In order to enter into this agreement, the following information is needed regarding the above-mentioned:</p>	
Contractor’s registration number with the office of the Compensation Commissioner:	
<p><b>NOTE:</b>  <b>A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing to be handed in, in this regard.</b></p>	

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

**WRITTEN AGREEMENT**

This is a written agreement between

**BREEDE VALLEY MUNICIPALITY**

And

\_\_\_\_\_

(Name of the MANDATARY)

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I,

\_\_\_\_\_  
,

representing the MANDATARY do hereby acknowledge that

(mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with the Municipality should I, for whatever reason, be unable to perform in terms of this Agreement.

SIGNED ON BEHALF OF MANDATORY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			

SIGNED ON BEHALF OF THE MUNICIPALITY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			

**16. INDEMNITY**

Given by (name of company) \_\_\_\_\_  
 of (registered address of company) \_\_\_\_\_  
 a company with limited liability registration number \_\_\_\_\_  
 registered in terms of Laws of the Republic of South Africa (hereinafter the contractor), represented by (name of representative)  
 \_\_\_\_\_  
 in his capacity as (designation) \_\_\_\_\_  
 of the contractor, and duly authorised by a resolution dated \_\_\_\_\_/20\_\_\_\_\_.

**WHEREAS** the contractor entered into a contract with the municipality dated \_\_\_\_\_/20\_\_\_\_\_.

**AND WHEREAS** the Municipality requires an indemnity from the contractor.

**NOW THEREFORE** the contractor hereby indemnifies and holds harmless the Municipality in respect of all loss and/or damage that may be incurred or sustained by the contractor 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:	

**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

**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)





**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 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.

DETAILS OF FIRM/INSTITUTION	
Name	
Address	

DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS:	
NAME OF BANK	
NAME OF BRANCH	
ACCOUNT NO	
BRANCH CODE	
TYPE OF ACCOUNT	

1 = Cheque Account	2 = Transmission Account	3 = Savings Account
4 = Bond Account	5 = (Not in use)	6 = Subscription Share Account

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.

AUTHORISED SIGNATURE			
INITIALS AND SURNAME			
TELEPHONE NUMBER		DATE	

FOR BANK USE ONLY	
<p>I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct:</p>          <p>_____                      AUTHORISED SIGNATURE</p>	<p><b>OFFICIAL DATE STAMP</b></p>          

**20. SCHEDULE 4 – APPLICABLE SOUTH AFRICAN BUREAU OF STANDARDS (SABS) COMPLIANCE  
CERTIFICATION**

The Bidder must attach to this application a **certified** copies of the applicable South African Bureau of Standards (SABS) compliance certificate for each item tendered on.

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# **BREED VALLEY**

MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

## **PART B – SPECIFICATIONS AND PRICING SCHEDULE**

<b>1. SPECIFICATIONS</b>
--------------------------

**TERMS OF REFERENCE****1. INTRODUCTION**

The Contract entails the supply and delivery of detergents and cleaning materials to the Breede Valley Municipality. The Breede Valley Municipality herewith extends this invitation to call for tenders from existing manufacturers/ suppliers/ distributors, with proven and credible track record in supply and delivery of detergents and cleaning materials, who meet the conditions as set out in the tender.

**2. BACKGROUND**

The Breede Valley Municipality's Main Store implemented a recurring project for the supply and delivery of detergents and cleaning materials, for the municipality's own use and distribution to internal department for functional purposes. The Municipality intends to procure the average quantities of detergents and cleaning materials, as per detailed specifications, over the period of the contract, which is can be broken down as follow:

- i. Year 1 (2018/19) – date of final award 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.

During the year, the municipal stores shall procure Minimum Order Quantities (MOQ's) on an "as and when needed" basis and to maintain stock levels.

The municipality reserves the right to amend the quantities at its discretion in order to meet the budget limitations or operational requirements.

**3. ELIGIBILITY CRITERIA**

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

- i. Whose products are certified/ compliant with the applicable South African Bureau of Standards (SABS) (proof of certification must be submitted with the tender)

**4. PURPOSE**

The objective of this bid is to appoint suitable manufacturers/ suppliers/ distributors to supply and delivery of detergents and cleaning materials.

**5. GENERAL****5.1. Deliveries:**

- a) Delivery must take place within 10 working days (2 weeks) of placing an official order where lead times have not been indicated on the tender document.
- b) Delivery address will be indicated on the official order as one of the following:
  - Municipal Main Store, 1 Mark Street, Worcester
- c) Delivery of products must **include the off-loading** thereof at the supplier's own risk and cost to the designated delivery addresses as indicated above.
- d) Bidders must supply and ensure their own labour for the offloading of the products at the designated Municipal stores.
- e) Delivery must take place on normal business days between 08h00 and 15h00.
- f) The Municipality will place orders as and when required during the contract period.
- g) An official order must be issued before any delivery may be made to the Municipality.
- h) It is required that the delivery takes place with an official delivery note and that the invoice is submitted on completion of performance.
- i) It will be required from the supplier to keep stock of products or to ensure that full delivery takes place

according to the order quantities. Non-compliance will lead to breach of contract.

- j) Breede Valley Municipality reserves the right to make use of other suppliers, where the supplier is in breach of contract, regarding delivery lead times and/or when emergencies arises, and the supplier do not carry stock. The difference in expenditure will be for the original contract holder.

### 5.2. Pricing:

- a) All items on the Pricing Schedule, where detailed specifications apply, are listed under **TECHNICAL (PRODUCT) SPECIFICATIONS**, and are cross referenced to the Pricing Schedule. In cases where a product does not have extensive specifications, the item specifications are listed with the item on the Pricing Schedule.
- b) All fields must be completed for the pricing schedule to be considered.
- c) Tenderers must furnish unit prices for the listed products only.
- d) All prices must include delivery **and off-loading** at the Main Store mentioned in **1 (b)** above and **MUST INCLUDE ALL APPLICABLE TAXES**.

### 5.3. Quality and quantities:

- a) **Quality Standards:**
- i. Special brands, where named, are used to indicate the standard of quality desired. Tenderer's equal/similar item will be considered, provided that the Tenderer specifies brand name(s) and submits full specifications. If the full set of specifications of the alternative item is not submitted, the item will not be evaluated and will not be considered for award.
  - ii. In the event the Municipality elects to accept an alternative item purposed to be equal/similar by the Tenderer, acceptance of the item(s) will be conditional on the Municipality's inspection and testing after receipt.
  - iii. If, in the sole judgment of the Municipality, the item is determined not to be equal/similar, the item shall be returned at Tenderer's expense and not be considered for award.
- b) **Quality Tests:** The Municipality may from time to time test the quality of the products. If the municipality suspects that the products offered is of poor quality or sub-standard in nature and extent, the municipality reserves the right to send the product for testing to a laboratory of its choice. Should the laboratory test results confirm the municipality's suspicion, the costs shall be for the bidders account. Hence, non-compliance in terms of quality may result in the termination of the contract.
- c) Quantity projections based on historical data, are provided in all instances where it is possible; otherwise no estimated quantity projection is provided. The products will be ordered throughout the financial year as and when required. The Breede Valley Municipality will not be bound to the estimated quantities as mentioned in the Pricing Schedule.

### 5.4. Information:

- a) Bidders must take note that the tender will be disqualified in the event of a false statement having been made or false information submitted. The complete Supply Chain Management Policy is available for inspection at the Municipal Offices.
- b) The Bidder must be in possession of an official order before any product may be supplied to the Municipality. The Municipality will be under no obligation to perform payments, without an official order.
- c) The tender must be valid for 120 (hundred and twenty) days after closing date.
- d) The contract period will be from date of final award until 30 June 2022 and the agreement will be reviewed on an monthly basis based on, *inter alia*, performance.
- e) Non-compliance with the tender conditions and specifications, could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.

**6. TECHNICAL (PRODUCT) SPECIFICATION****6.1. Minimum Conditions**

- i. Bidders must submit material safety data sheets/ SABS compliance certificates, in terms of each item tendered, with tender document.
- ii. Bidders must supply samples in terms of each item tendered e.g. detergents, insect killer/repellent, etc., **free of charge**, before or on closing date of tender and samples must be handed in at the Municipal Store, 1 Mark Street, Worcester.
- iii. Bidder's name must be clearly affixed to samples.
- iv. The samples of unsuccessful bidders must be collected from the Municipal Store, 1 Mark Street, Worcester within 30 days of notification. The samples will be discarded if not collected within 30 days and the Breede Valley Municipality will not be accountable for any loss suffered by the bidder due to the discarding of the samples.

**6.2.** The Municipality requires various detergents and cleaning materials, for the municipality's own use and distribution to internal department for functional purposes.

**1. ALL PURPOSE CLEANER (STOCK CODE 104240)**

- i. Heavy duty Caustic Degreaser and Decarbonizer.
- ii. Suitable for : high-pressure equipment, foam generators, steam cleaners, etc.
- iii. Appearance : Clear orange/ lime foaming liquid.
- iv. Ortho Dichlorobenzene 60%
- v. SABS 1828/1853 certified
- vi. Concentrated Ratio: 1:100
- vii. Packing : 5 litre container

**2. DISINFECTANT CLEANER – DENE S (STOCK CODE 104242)**

- i. Perfume (PSV 2300) Oil based liquid disinfectant, **CONTAINING NOT LESS THAN 10% Pine Oil**.
- ii. Effective bactericide for broad spectrum of bacteria; elimination of odours.
- iii. Appearance : Yellow Liquid
- iv. Odour : Perfume Scented
- v. SABS 1828/1853 certified
- vi. Concentrated Ratio: 1:20
- vii. Packing : 5 litre container

**3. BLACK DIP (STOCK CODE 104234)**

- i. General purpose black tar disinfectant.
- ii. Suitable for : households, public conveniences, etc.
- iii. Appearance : Clear, dark brown liquid
- iv. SABS 1828/1853 certified
- v. Packing : 5 litre container

**4. BLEACH (STOCK CODE 110170)**

- i. Disinfects and deodorizes in one operation.
- ii. Suitable for : Removal of stains.
- iii. Appearance : Clear Yellowish liquid
- iv. Odour : Chlorine Odour
- v. SABS 1828/1853 certified
- vi. Packing : 1 litre container

- 5. AIR FRESHENER - (STOCK CODE 104085)**
- i. Highly concentrated general purpose liquid detergent with scent.
  - ii. Appearance : Any colour
  - iii. Odour : Scented
  - iv. SABS 1828/1853 certified
  - v. Concentrated Ratio: 1:30
  - vi. Packing : 5 litre container
- 6. DISHWASHER (STOCK CODE 103313)**
- i. Highly concentrated general purpose liquid detergent with lemon scent.
  - ii. Appearance : Thick Green Liquid
  - iii. Odour : Lemon Scented
  - iv. SABS 1828/1853 certified
  - v. Concentrated Ratio: 1:30
  - vi. Packing : 5 litre container
- 7. LAVENDER DISINFECTANT (STOCK CODE 104247)**
- i. Purple liquid disinfectant.
  - ii. Effective bactericide for broad spectrum of bacteria.
  - iii. Appearance : Clear Purple Liquid
  - iv. SABS 1828/1853 certified
  - v. Concentrated Ratio: 1:30
  - vi. Packing : 5 litre container
- 8. PINE DISINFECTANT (STOCK CODE 116745)**
- i. Pine Oil based liquid disinfectant, **CONTAINING NOT LESS THAN 10% Pine Oil.**
  - ii. Effective bactericide for broad spectrum of bacteria; elimination of odours.
  - iii. Appearance : Clear Brown Liquid
  - iv. Odour : Pine Scented
  - v. SABS 1828/1853 certified
  - vi. Concentrated Ratio: 1:100
  - vii. Packing : 5 litre container
- 9. DRAIN CLEANER (STOCK CODE 116698)**
- i. Acid based, liquid drain opener.
  - ii. Appearance : Black Liquid
  - iii. Packing : 5 litre container
- 10. LIQUID FLOOR POLISH (STOCK CODE 116628)**
- i. 20% Solids floor polymer dressing for wooden, tile and vinyl flooring.
  - ii. Appearance : Milky white liquid.
  - iii. SABS 1828/1853 certified
  - iv. Packing : 5 litre container.
- 11. HAND CLEANER GRIT (STOCK CODE 103308)**
- i. Solvent based grit hand cleaner for use on oils, grease and general grime.
  - ii. Contain illuminating paraffin <20%
  - iii. SABS 1828/1853 certified
  - iv. Packing : 5Kg container

- 12. LIQUID HAND SOAP (STOCK CODE 119449)**
- i. Applications: For use in liquid dispensers and dispensing systems.
  - ii. Function : Perfumed Hand Soap
  - iii. Appearance : Thick Coloured Liquid
  - iv. SABS 1828/1853 certified
  - v. Packing : 5 litre container
- 13. GENERAL PURPOSE SURFACE CLEANER (STOCK CODE 104078)**
- i. Detergent containing ammonia for all-in-one cleaning on all surfaces.
  - ii. Appearance : White cream liquid
  - iii. SABS 1828/1853 certified
  - iv. Packing : 5 litre container
- 14. URINAL TABLETS (STOCK CODE 103509)**
- i. Usage : To provide hygiene freshness in all toilet areas.
  - ii. Appearance : Small round coloured tabs
  - iii. SABS 1828/1853 certified
  - iv. Packing : 1 Kg plastic tub with lid
- 15. AUTOMOTIVE WASH & WAX (STOCK CODE 112381)**
- i. High foaming viscous coloured liquid containing a blend of synthetic detergents, wetting agents, corrosion inhibitors and selected waxes.
  - ii. Appearance : Blue liquid
  - iii. Odour : Mild Odour
  - iv. SABS 1828/1853 certified
  - v. Packing : 5 litre container
- 16. LIQUID SOAP – SAFETYSOLVE/ CLEANSOLVE (STOCK CODE 114210)**
- i. Applications: general purpose cleaner.
  - ii. Appearance : Thick Coloured Liquid
  - vi. SABS 1828/1853 certified
  - vii. Concentrated Ratio: 1:60
  - viii. Packing : 5 litre container
- 17. FLOOR SEAL (STOCK CODE 116627)**
- i. Applications: For use on wooden floors.
  - ii. Appearance : White Liquid
  - iii. SABS 1828/1853 certified
  - iv. Packing : 5 litre container
- 18. DRAIN CLEANING POWDER (STOCK CODE 116697)**
- i. Acid based, powdered drain opener.
  - ii. Packing : 5 Kg plastic tub with lid
- 19. SOAP TOILET (STOCK CODE 119448)**
- i. Packing : 100g bar



- 20. SOAP SUNLIGHT (STOCK CODE 119446)**
- i. Highly concentrated general purpose soap with lemon scent.
  - ii. Appearance : block shaped
  - iii. Odour : Lemon Scented
  - iv. Packing : 500g bar
- 21. STRIP-IT AMONIATED (STOCK CODE 119915)**
- i. Applications: For use in cleaning stubborn dirt on floor and tile surfaces.
  - ii. Appearance : Clear Liquid
  - iii. SABS 1828/1853 certified
  - iv. Concentrated Ratio: 1:10
  - v. Packing : 5 litre container
- 22. TAR REMOVER ODB (STOCK CODE 120028)**
- i. Applications: For use in removing tar from surfaces.
  - ii. Appearance : Clear Liquid
  - iii. SABS 1828/1853 certified
  - iv. Packing : 5 litre container
- 23. FURNITURE POLISH (STOCK CODE 116624) – Aerosol 275ml Odourless**
- 24. WINDOWLENE/ WINDEX (STOCK CODE 123102) - 750ml**
- 25. SUPER MULTI INSECTS DEADLY KILLING ACTION (STOCK CODE 101071) - 300ml (insect repellents and pest control) odourless 300ml**
- 26. AIR FRESHENER (STOCK CODE 101105) - aerosol sprays 300ml**
- 27. FEATHER DUSTERS (STOCK CODE 104391) – long handle wooden 1.8m**
- 28. FEATHER DUSTERS (STOCK CODE 104390) – short handle wooden 0.5m**
- 29. TOILET CLEANER - 500ml (Toilet Duck or Similar) – (NON-STOCK)**
- 30. 24HR TOILET BOWL CREAM CLEANER - 750ml - (NON-STOCK)**
- 31. CONTROL – MONO BLUE OR EQUIVALENT (STOCK CODE 120028)**
- i. Applications: For use in cleaning mobile toilets.
  - ii. Appearance : Blue Liquid
  - iii. SABS 1828/1853 certified
  - iv. Packing : 25 litre container

**7. DELIVERIES AND OFF- LOADING**

The required goods are to be delivered to the Breede Valley Municipality Main Stores, 1 Mark Street, Worcester. The tendered prices shall include delivery and off-loading costs.

The Bidder must comply and plan according to the delivery lead time of 10 working days (2 weeks). Bidders may indicate to the client his delivery periods / -time frames to which he shall adhere after the placement of official order. The delivery period after placement of an order clearly in terms of lead time, rate of dispatch and completion of contract. (Departures from this requirement shall be as mutually agreed upon between himself and the relevant municipal official(s) placing such order). **However, deliveries shall be strictly within 10 working days (2 weeks) after the receipt of order.**

In addition, the delivery and offloading of all items will be the responsibility of the successful bidder. The municipality reserves the right to cancel an official order and return all goods, at no cost to the municipality, if the successful bidder does not comply with this requirement. Breede Valley Municipality will not be held liable for any damage to items prior to signing for goods received of the delivery.

**8. PERFORMANCE MEASURES**

8.1. Delivery of the goods **MUST** be within **10 working days (2 weeks) after the receipt of order**. 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. Vendor/supplier performance will be monthly measured on the following key performance areas;

- Time of deliverance of product from official order.
- Quality in relationship with the specified product specifications required in this tender.
- Full quantities as per requested by official order.
- Cost of product prices in line with the agreed tender prices awarded.

**9. PENALTIES**

9.1. 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 (implemented with an official order) and without prejudice to his other rights, be entitled to claim damages from the supplier. If the product quantities of the official order quantities cannot be procured from another vendor/supplier, the late deliveries will be penalized with 1% of the value of the order for every day late and will be deducted from the relevant payment of the Municipality.

9.2. Upon detection of poor-quality products/ defect goods received, the purchaser shall, without cancelling the contract, be entitled to return such goods delivered later at the supplier's expense and risk, to be replaced. Should the bidder fail to replace such goods, the bidder shall forfeit payment of such goods or the total cost of the poor-quality products/ defect goods received shall be reimbursed to the purchaser.

**10. TERMINATION**

- 10.1. If either party wish to terminate the contract prior to the expiry date, 30 days notification to this effect must be submitted in writing, giving details of the reason.
- 10.2. Either party may terminate the contract if the other party has become bankrupt or insolvent.
- 10.3. Breede Valley Municipality may terminate the contract if the Contractor is notified that he/she has:
  - 10.3.1. Substantially failed to comply with the contract obligations;
  - 10.3.2. Substantially hindered the service delivery of Breede Valley Municipality;
  - 10.3.3. Substantially broken the Health and Safety Regulations or applicable Acts, Laws or Statutory Requirements;
  - 10.3.4. Failed to stop defaulting within three weeks of the notification;
  - 10.3.5. The Contractor has assigned the Contract to another service provider without the prior approval of the Breede Valley Municipality.
- 10.4. Continued poor performance and not adhering to deadlines, may be used by the Municipality as grounds to terminate the contract.

**11. ADDITIONAL REQUIREMENTS/CONDITIONS**

All service providers must adhere to the following conditions:

- Bidders to cast prices/ rates which must remain fixed for at least 120 days from date of tender closing, to allow for a competitive bidding process and in turn for the for the municipality to make a successful award.
- Bidders are at liberty to cast prices any item or all, as listed in the schedule of quantities. The tender will be evaluated and awarded per item.
- The Municipality reserves the right NOT to order any item, should the need do not materialize.
- The Municipality reserves the right to amend the quantities at its discretion in order to meet the budget limitations and/ or operational requirements.
- Payments will be done on a monthly basis (30-day account from statement), subject to the deliver note and upon presentation of a valid 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.
- **Failure to comply with the minimum conditions/ requirements stated in this tender document shall result in automatic disqualification**

**12. PRICING CONDITIONS**

- 12.1. The pricing structure or schedule has been designed for bidders to cast their rates for each individual item in terms of the goods required, which must remain fixed and firm for the year under consideration. Bidders are at liberty to cast prices any item or all, as listed in the schedule of quantities. The tender will be evaluated and awarded per item. Should preferred service provider fail to provide the required service as per the award, the municipality reserve the right to go to the bidder with the second highest number of points.
- 12.2. Service providers are urged to take into account all the necessary costs of delivery the goods to the client when casting their prices i.e. (administration, telephone, transportation, 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.
- 12.3. Year 1 shall mean the period: from date of award 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.
- 12.4. All prices shall be quoted in South African currency and be **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.
- 12.5. The tender must be valid for 120 (hundred and twenty) days after closing date.
- 12.6. Tender rates must be submitted on the Pricing Schedule. No deviations from the current pricing structure will be permitted.
- 12.7. The tendered rates 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 (CPI)** for the outer years. The annual price increase must be equal to CPI 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](mailto:scm@bvm.gov.za).
- 12.8. The quantities are an estimation and shall only be used for the purpose of calculating a totals in terms of each line item. The municipality is not bound to the quantities in the tender document, hence 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.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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

**Note: Current contracts shall mean contracts secured however pending delivery to clients. The following is a statement of similar work successfully executed by myself / ourselves:**

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact 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				
Email		Email				
Name		Name				
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Name		Name				
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Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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SIGNATURE	NAME (PRINT)
CAPACITY	DATE
NAME OF FIRM	

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

Note: completed contracts shall mean contracts already delivered on. The following is a statement of similar work successfully executed by myself / ourselves:

COMPLETED CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
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Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**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 are at liberty to cast prices any item or all listed. Tender will be evaluated and awarded per item.
  4. Council reserves the right to award to one successful service provider or a panel of service providers.
  5. **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.
  6. 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								

I / We \_\_\_\_\_  
 (full name of Bidder) the undersigned in my capacity as \_\_\_\_\_  
 of the firm \_\_\_\_\_  
 hereby 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:

## MUNISIPALITEIT



## PRICING SCHEDULE:

- Bidders must cast their prices/ rates for the supply and delivery of detergents and cleaning materials, as per attached specification and pricing schedule below.
- The rate shall remain fixed for the duration of the financial year. No other price adjustments, other than the percentage price escalations in accordance with the Consumer Price Index (CPIX) for the outer years disclosed in the tender pricing schedule, shall be allowed.
- Council reserves the right to award to one successful service provider or a panel of service providers.

## SCHEDULE OF QUANTITIES - YEAR 1

Item No	Stock Code	Item Description	Unit	Average Quantity per year	Unit Price (incl. all applicable taxes)	Manufacturer
SUPPLY AND DELIVERY OF DETERGENTS AND CLEANING MATERIALS						
1.	104240	ALL PURPOSE CLEANER	Per 5 Litre	670		
2.	104242	DISINFECTANT CLEANER – DENE S	Per 5 Litre	815		
3.	104234	BLACK DIP	Per 5 Litre	975		
4.	110170	BLEACH	Per Litre	1049		
5.	104085	AIR FRESHENER	Per 5 Litre	246		
6.	103313	DISHWASHER	Per 5 Litre	1870		
7.	104247	LAVENDER DISINFECTANT	Per 5 Litre	1465		
8.	116745	PINE DISINFECTANT	Per 5 Litre	3195		
9.	116698	DRAIN CLEANER	Per 5 Litre	60		
10.	116628	LIQUID FLOOR POLISH	Per 5 Litre	1445		
11.	103308	HAND CLEANER GRIT	Per 5 Kg	51		



## MUNISIPALITEIT



Item No	Stock Code	Item Description	Unit	Average Quantity per year	Unit Price (incl. all applicable taxes)	Manufacturer
12.	119449	LIQUID HAND SOAP	Per 5 Litre	1050		
13.	104078	GENERAL PURPOSE SURFACE CLEANER	Per 5 Litre	1370		
14.	103509	URINAL TABLETS	Per Kg	716		
15.	112381	AUTOMOTIVE WASH & WAX	Per 5 Litre	610		
16.	114210	LIQUID SOAP - SAFETYSOLVE/ CLEANSOLVE	Per 5 Litre	605		
17.	116627	FLOOR SEAL	Per 5 Litre	25		
18.	116697	DRAIN CLEANING POWDER	Per 5Kg	3		
19.	119448	SOAP TOILET	each	799		
20.	119446	SOAP SUNLIGHT	each	2672		
21.	119915	STRIP-IT AMONIATED	Per 5 Litre	665		
22.	120028	TAR REMOVER ODB	Per 5 Litre	195		
23.	116624	FURNITURE POLISH	each	1004		
24.	123102	WINDOWLENE/ WINDEX	each	297		
25.	101071	SUPER MULTI INSECTS DEADLY KILLING ACTION	each	1460		
26.	101105)	AIR FRESHENER	each	1979		
27.	104391	FEATHER DUSTERS	each	31		

MUNISIPALITEIT



Item No	Stock Code	Item Description	Unit	Average Quantity per year	Unit Price (incl. all applicable taxes)	Manufacturer
28.	104390	FEATHER DUSTERS	each	50		
29.		TOILET CLEANER	each	Rate only		
30.		24HR TOILET BOWL CREAM CLEANER	each	Rate only		
31.	120028	CONTROL - MONO BLUE OR EQUIVALENT	Per 25 Litre	Rate only		

*Please note: That all items with “rate only” shall not be taken into consideration when calculating the totals, and shall not be considered during evaluation and adjudication of tenders.*

*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.*

**Please note:** *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.*

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			

**5. MBD 7.1. – CONTRACT FORM - PURCHASE OF GOODS/SERVICES**

**NB:**

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). The form must be signed in the original so that the successful bidder and the purchaser will be in possession of a signed contracts for their respective records.
2. NO correction fluid/tape may be used.
  - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

**PART 1 (To be completed by the BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **BREEDE VALLEY MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number \_\_\_\_\_ at the price(s), as per pricing schedule.
2. 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 time of bid.
3. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    1. Invitation to bid
    2. Tax clearance certificate
    3. Pricing schedule(s)
    4. Technical Specification(s)
    5. Preference claims in terms of the Preferential Procurement Regulations 2017
    6. Declaration of interest
    7. Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
4. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
5. 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.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

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

**CONTRACT FORM - PURCHASE OF GOODS/SERVICES**

**PART 2 (To be completed BREDE VALLEY MUNICIPALITY)**

1. I, \_\_\_\_\_,  
in my capacity as \_\_\_\_\_,  
accept your bid under reference number \_\_\_\_\_,  
dated \_\_\_\_\_,  
for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.
4. I confirm that I am duly authorized to sign this contract.

SIGNED AT \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

<b>TO BE COMPLETED BY THE BREDE VALLEY MUNICIPALITY</b>		
SIGNATURE:		<b>OFFICIAL STAMP:</b>
NAME (PRINT):		
WITNESS 1:		
WITNESS 2:		

<b>6. DECLARATION BY TENDERER</b>
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I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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



# BREEDE VALLEY

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## PART C – DATABASE REGISTRATION

<b>A</b>	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 NUMBER			
NAME OF FIRM			
SIGNATURE		CAPACITY	
NAME (PRINT)			

<b>B</b>	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			