



BERGRIVIER MUNICIPALITY

TENDER NO: 8/3/1-2026 (MN3-2026)

**APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN, PRINTING, E-MAIL AND
DISTRIBUTION OF THE MUNICIPALITY'S MONTHLY SERVICE ACCOUNTS FROM DATE OF
APPOINTMENT UNTIL 30 JUNE 2029**

PROCUREMENT DOCUMENT

| | | | |
|---|--------------|--------------|---------------|
| NAME OF TENDERER: | | | |
| Total Bid Price (Inclusive of VAT) | | | |
| B-BBEE LEVEL | | | |
| MUNICIPAL AREA: | | | |
| PLEASE REFER TO PAGE 60 AND TICK AS APPROPRIATE: SMME | MICRO | SMALL | MEDIUM |

FEBRUARY 2026

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Mr. Martin Crous
Manager: Income

Tel (W): 022 913 6000
Email: crousm@bergmun.org.za



BERGRIVIER MUNICIPALITY

TENDER 8/3/1-2026 / MN3-2026 APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN, PRINTING, E-MAIL AND DISTRIBUTION OF THE MUNICIPALITY'S MONTHLY SERVICE ACCOUNTS FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029

TENDERS are hereby invited from service providers for the appointment of a service provider for the design, printing, e-mail and distribution of the municipality's monthly service accounts from date of appointment until 30 June 2029, as set out in the specifications.

Bids, in sealed envelopes, clearly marked **"Tender No 8/3/1-2026 / MN3-2026: Appointment of a service provider for the design, printing, e-mail and distribution of the Municipality's monthly service accounts from date of appointment until 30 June 2029"**, must be placed in the tender box at the Municipal Offices, 13 Kerk Street, Piketberg no later than **12:00 on Tuesday, 10 March 2026**, when the bids will be opened in public. **Bids addressed to any municipal official in his/her personal capacity will not be considered and will immediately be disqualified. It is the bidder's responsibility to make sure that bids are being placed in the tender box by courier companies. The Municipality will not be held accountable for any bids not being placed in the tender box by courier companies.**

Documents and specifications that contain the minimum requirements are available on Bergrivier Municipality's website (www.bergmun.org.za) free of charge or on request at a **non-refundable fee of R70.00** from Mr. Coellin Julius at tel. no. (022) 913 6036 or email: juliusc@bergmun.org.za during office hours. All technical enquiries can be addressed to Mr. Martin Crous at tel. no. (022) 913 6000 or e-mail: crousm@bergmun.org.za.

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

A compulsory clarification meeting will be held on Tuesday, 17 February 2026 at 14h00 at the Bergrivier Municipal Offices, 13 Kerk Street in Piketberg, 7320. Doors will be closing promptly at 14h10 and no entry allowed after specified time.

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

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

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

**MUNICIPAL OFFICES
13 CHURCH STREET
PIKETBERG
7320**

**ADV. HANLIE LINDE
MUNICIPAL MANAGER**

MN3/2026

06 February 2026



BERGRIVIER MUNICIPALITY

TENDER 8/3/1-2026 / MK3-2026: AANSTELLING VAN 'N DIENSVERSKAFER VIR DIE ONTWERP, DRUKWERK, E-POS EN VERSPREIDING VAN DIE MUNISIPALITEIT SE MAANDELIKSE DIENSREKENINGE VANAF DIE DATUM VAN AANSTELLING TOT 30 JUNIE 2029

TENDERS word hiermee aangevra vanaf diensverskaffers vir die aanstelling van 'n diensverskaffer vir die ontwerp, drukwerk, e-pos en verspreiding van die munisipaliteit se maandelikse diensrekeninge vanaf die datum van aanstelling tot 30 Junie 2029, soos uiteengesit in die spesifikasies.

Tenders, in verseëelde koeverte en duidelik buite-op gemerk **"Tender 8/3/1-2026 / MK3-2026: Aanstelling van 'n diensverskaffer vir die ontwerp, drukwerk, e-pos en verspreiding van die munisipaliteit se maandelikse diensrekeninge vanaf die datum van aanstelling tot 30 Junie 2029"**, moet in die tenderbus by die Munisipale Kantore, Kerkstraat 13, Piketberg geplaas word teen nie later as 12:00 op **Dinsdag, 10 Maart 2026**, waarna tenders in die openbaar oopgemaak sal word. 'n Bod dokument wat aan enige munisipale amptenaar in sy/haar persoonlike hoedanigheid gerig word, sal nie oorweeg word nie en sal onmiddellik gediskwalifiseer word. Dit is die diensverskaffer se verantwoordelikheid om seker te maak dat 'n Bod dokument deur die koerier maatskappye in die tenderbus geplaas word. Die Munisipaliteit sal nie aanspreeklik gehou word vir enige Bod dokument wat nie deur die koerier maatskappye in die tenderbus geplaas word nie.

Tender dokumente en spesifikasies is verkrygbaar op Bergrivier Munisipaliteit se webtuiste (**www.bergmun.org.za**) teen geen tenderfooi, of 'n harde kopie verkrygbaar teen 'n **nie-terugbetaalbare tenderfooi van R70.00** by Mnr. Coellin Julius by tel. no. (022) 913 6121 of e-pos: **juliusc@bergmun.org.za**, gedurende kantoorure. Alle tegniese navrae moet gerig word aan Mnr. Martin Crous by tel. no. (022) 913 6000 of e-pos: **crousm@bergmun.org.za**.

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

n Verpligte terreinvergadering is geskeduleer vir Dinsdag, 17 Februarie 2026, by die Bergrivier Munisipale Kantore, 13 Kerk Straat te Piketberg, 7320. Deure sal oopmaak 14h00 en sluit 14h10. Toegang gaan geweier word na die spesifieke tyd.

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

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

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

**MUNISIPALE KANTORE
KERKSTRAAT 13
PIKETBERG
7320
MK3-2026**

**ADV. HANLIE LINDE
MUNISIPALE BESTUURDER**

06 Februarie 2026



BERGRIVIER MUNICIPALITY

| | | | | | | |
|--|--|------------------------------------|---------------|--------------|-------------|------------|
| TENDER DETAILS | | | | | | |
| TENDER NUMBER: | TENDER 8/3/1-2026 MN3-2026 | | | | | |
| TENDER TITLE: | APPOINTMENT OF SERVICE PROVIDER FOR THE DESIGN, PRINTING, E-MAIL AND DISTRIBUTION OF THE MUNICIPALITY'S MONTHLY SERVICE ACCOUNTS FOR A PERIOD ENDING 30 JUNE 2029 | | | | | |
| CLOSING DATE: | 10 MARCH 2026 | | CLOSING TIME: | 12h00 | | |
| SITE MEETING: | DATE: | 17 FEBRUARY 2026 | TIME: | 14H00 | COMPULSORY: | YES |
| SITE MEETING ADDRESS: | Bergrivier Municipal Offices, 13 Kerk Street in Piketberg, 7320 | | | | | |
| <i>NB: Please note that no latecomers will be allowed.</i> | | | | | | |
| <i>For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be disqualified</i> | | | | | | |
| CIDB GRADING REQUIRED: | NO | LEVEL AND CATEGORY: | N/A | | | |
| BID BOX: | SITUATED AT: BERGRIVIER Municipal Building, 13 Church Street, BERGRIVIER. The bid box is generally open 24 hours a day, 7 days a week. | | | | | |
| OFFER TO BE VALID FOR: | 120 DAYS | DAYS FROM THE CLOSING DATE OF BID. | | | | |

| | | | |
|--|----------------|-----------------|--|
| TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender) | | | |
| NAME OF TENDERER: | | | |
| NAME OF CONTACT PERSON: | CELL PHONE NO: | | |
| PHYSICAL ADDRESS: | | POSTAL ADDRESS: | |
| | | | |
| | | | |
| TELEPHONE #: | | FAX NO. | |
| E-MAIL ADDRESS: | | | |

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

| | |
|--|--|
| PLEASE NOTE: | |
| 1. Tenders that are deposited in the incorrect box will not be considered. | |
| 2. Mailed, telegraphic or faxed tenders will not be accepted. | |
| 3. If the bid is late, it will not be accepted for consideration. | |
| 4. Bids may only be submitted on the Bid Documentation provided by the Municipality. | |
| 5. All figures & signatures must be completed in an original format | |

| | | | |
|---|---------------------------|---------------------|-------------------------------|
| ENQUIRIES MAY BE DIRECTED TO: | CONTACT PERSON | TEL. NUMBER | EMAIL ADDRESS |
| 1. TECHNICAL ENQUIRIES | Mr. Martin Crous | 022 913 6000 | crousm@bergmun.org.za |
| 2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS | Mr. Coellin Julius | 022 913 6000 | juliusc@bergmun.org.za |



BERGRIVIER MUNICIPALITY

CONTENTS

PAGE NUMBER

| | | |
|--|--|-------|
| 1. | TENDER NOTICE & INVITATION TO TENDER | 1-4 |
| PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY | | 6 |
| 2. | CHECKLIST | 7 |
| 3. | AUTHORITY TO SIGN A BID..... | 8-9 |
| 4. | CERTIFICATE OF AUTHORITY FOR JOINT VENTURES | 10 |
| 5. | GENERAL CONDITIONS OF TENDER | 11-21 |
| 6. | MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS | 22-23 |
| 7. | MBD 4 – DECLARATION OF INTEREST | 24-26 |
| 8. | MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES 80/20..... | 27-34 |
| 9. | MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES..... | 35-36 |
| 10. | MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION | 37-38 |
| 11. | MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES..... | 39 |
| 12. | COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993) | 40 |
| 13. | FORM OF INDEMNITY | 41 |
| PART B – SPECIFICATIONS AND PRICING SCHEDULE | | 42-50 |
| 14. | SCHEDULE FOR PLANT AND EQUIPMENT..... | 51 |
| 15. | SCHEDULE FOR SUBCONTRACTORS..... | 52 |
| 16. | SCHEDULE FOR WORK EXPERIENCE..... | 53-54 |
| 17. | FORM OFFER | 55-56 |
| 18. | PRICING SCHEDULE | 57 |
| 19. | DECLARATION BY TENDERER..... | 58 |
| 20. | CASE NUMBER 937/2012 DR JS MOROKA MUNICIPALITY VS. BERTRAM (PTY) LIMITED..... | 59 |
| 21. | SMME Status..... | 60 |



BERGRIVIER MUNICIPALITY

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



BERGRIVIER MUNICIPALITY

1. CHECKLIST

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

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

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

| | | | |
|--------------|--|--------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

| | | | |
|---------------|-----------------------|---------------|--------------|
| Reference No: | T 8/3/1-2026 MN3-2026 | INITIAL | Page 7 of 60 |
|---------------|-----------------------|---------------|--------------|



BERGRIVIER MUNICIPALITY

2. AUTHORITY TO SIGN A BID

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

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

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

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

2. COMPANIES AND CLOSE CORPORATIONS

2.1. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

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

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



BERGRIVIER MUNICIPALITY

3. PARTNERSHIP

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

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

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

4. CONSORTIUM

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

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

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



BERGRIVIER MUNICIPALITY

3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. _____

authorized signatory of the Company/Close Corporation/Partnership (name) _____

_____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

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

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

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

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



BERGRIVIER MUNICIPALITY

4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.



BERGRIVIER MUNICIPALITY

- 1.19. "Manufacture" means the production of products in a factory using labor materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.



BERGRIVIER MUNICIPALITY

- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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



BERGRIVIER MUNICIPALITY

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

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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



BERGRIVIER MUNICIPALITY

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

15. Warranty

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

16. Payment

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

17. Prices

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

18. Variation orders

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

19. Assignment

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



20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to



BERGRIVIER MUNICIPALITY

provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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



BERGRIVIER MUNICIPALITY

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

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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



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)



BERGRIVIER MUNICIPALITY

5. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **"TENDER NUMBER: 8/3/1-2026 MN3-2026"** clearly endorsed on the envelope, must be deposited in the **TENDER BOX** at the offices of the Bergrivier Municipality, Kerk Street, Piketberg 7320.
2. The tender must be lodged by the Tenderer in the tender box in the Main Entrance, Bergrivier Municipal Offices, Kerk Street, Piketberg 7320.

PLEASE NOTE:

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



BERGRIVIER MUNICIPALITY

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

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

8 Service Level Agreement

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

9 Centralised Supplier Database

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

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za Registration on the CSD will be compulsory in order to conduct business with the Bergrivier MUNICIPALITY. Registration on CSD can be done by contacting 022 913 6000 Mrs. Revedy-Levern Hendricks

Centralized Supplier Database (CSD) No. MAAA.....



BERGRIVIER MUNICIPALITY

6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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

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

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

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



BERGRIVIER MUNICIPALITY

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



BERGRIVIER MUNICIPALITY

7. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

| | | | | | | | | | | | | | |
|--------|--|-----|--|----|--|--|--|--|--|--|--|--|--|
| 3.1. | Full Name of bidder or his or her representative | | | | | | | | | | | | |
| 3.2. | Identity Number | | | | | | | | | | | | |
| 3.3. | Position occupied in the Company (director, shareholder ² etc.) | | | | | | | | | | | | |
| 3.4. | Company Registration Number | | | | | | | | | | | | |
| 3.5. | Tax Reference Number | | | | | | | | | | | | |
| 3.6. | VAT Registration Number | | | | | | | | | | | | |
| 3.7. | Are you presently in the service of the state? | YES | | NO | | | | | | | | | |
| 3.7.1. | If so, furnish particulars: | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| 3.8. | Have you been in the service of the state for the past twelve months? | YES | | NO | | | | | | | | | |
| 3.8.1. | If so, furnish particulars: | | | | | | | | | | | | |

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

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

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



BERGRIVIER MUNICIPALITY

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



BERGRIVIER MUNICIPALITY

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

NB:

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

4. DECLARATION

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

| | | | |
|-------------------|--|------|--|
| SIGNATURE | | DATE | |
| NAME OF SIGNATORY | | | |
| POSITION | | | |

³ MSCM Regulations: "in the service of the state" means to be –

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

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

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

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

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

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

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

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

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

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

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

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

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



BERGRIVIER MUNICIPALITY

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

1.3.1 The points for this bid are allocated as follows:

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



BERGRIVIER MUNICIPALITY

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

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

2. GENERAL DEFINITIONS

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

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

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

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

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

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



BERGRIVIER MUNICIPALITY

a human being.

“EME” means

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

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

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

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

(2) who is a female; and / or

(3) who has a disability:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Rural area” means-

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

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

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

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

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

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

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

excluding direct sales and disposal of assets through public auctions;

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



BERGRIVIER MUNICIPALITY

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

3. ADJUDICATION USING A POINT SYSTEM

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

3.6 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid



BERGRIVIER MUNICIPALITY

4 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

6. DECLARATION WITH REGARD TO EQUITY

6.1 Name of firm :

6.2 VAT registration number :

6.3 Company registration number :

6.4 TYPE OF FIRM

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

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....



BERGRIVIER MUNICIPALITY

6.6 COMPANY CLASSIFICATION

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

6.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account No:

Stand No:

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

.....

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

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

*Indicate YES or NO

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

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



BERGRIVIER MUNICIPALITY

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

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

WITNESSES

1.

2.

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....
.....



BERGRIVIER MUNICIPALITY

9. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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



BERGRIVIER MUNICIPALITY

| | | | |
|-------|--|------------|-----------|
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes | No |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes | No |
| 4.5.1 | If so, furnish particulars: | | |

5. CERTIFICATION

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

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

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



BERGRIVIER MUNICIPALITY

10. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

BERGRIVIER MUNICIPALITY

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

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

⁴ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



BERGRIVIER MUNICIPALITY

- 5.1. has been requested to submit a bid in response to this bid invitation;
 - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁵ 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 | | | |

⁵ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**BERGRIVIER MUNICIPALITY****11. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES****DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)**

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

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

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

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

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

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

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

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

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



BERGRIVIER MUNICIPALITY

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

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

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

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

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

NOTE:

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

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



BERGRIVIER MUNICIPALITY

13. FORM OF INDEMNITY

INDEMNITY

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

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

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

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



PART B – SPECIFICATIONS AND PRICING DATA



BERGRIVIER MUNICIPALITY

CONTRACT SPECIFICATIONS

1. SCOPE

The Bergrivier Municipality requires:

- A service provider for the **design, printing, e-mail and distribution** of the Municipality's monthly service accounts, inclusive of an enclosed double-sided A4 newsletter.
- Handling the inclusion of advertising material on the monthly accounts as and when needed.

DETAILS OF THE CONTRACT

A. Volume of accounts

- This tender is based on approximately **17 500** consumer accounts per month.

B. Turnaround times

- It will be required that samples be approved before the printing of statements,
- Turnaround time is 48 hours (excluding weekends and public holidays)
- Turnaround time starts from the time that the sample statements is approved.
- The statements must be delivered to the Cape Town Post Office, or any other place as directed by Bergrivier Municipality from time to time. **The postage of Municipal accounts can be stopped at any given time as determine by Council, and alternatives methods for the delivery of accounts may be explored.**

C. Colour laser printing

- The stationary must be litho printed in full colour duplex,
- The variable data supplied by the Municipality must be laser printed in black in simplex or duplex.

D. Stationary

- The account must be printed on A4 80 gsm paper.

E. Mail processing

- Account must be folded, perforated and sealed to DL one step mailer.

F. Newsletter

- The Municipal newsletter must be printed and inserted in the monthly accounts.

G. PAMMS Certificate

- The successful tenderer is responsible for the obtaining and renewal of a PAMMS certificate for the Municipality. This must be submitted to the Municipality within 7 days after obtained.



BERGRIVIER MUNICIPALITY

H. Advertising on account

- The successful tenderer will handle all matters relating to advertising and will pay a monthly royalty for the advertising space. Royalty fee must clearly be stipulated in the tender, per month.
- The advertising space at the back of the accounts is 18 cm x 11 cm
- No advertising on the outside of the mailer
- The tenderer will be responsible for:
 - i. Sourcing and selecting of advertising company
 - ii. Planning and sourcing print material
 - iii. Printing the advertisement on accounts
 - iv. Administration
- Advertising material must be approved by the Municipality
- Royalties for additional advertising inserts will be handled occasionally.

2. EVALUATION SCHEDULE

Bidders must categorically confirm in the allocated space whether they comply with the requirements or not by stating yes or no. If NO alternative solutions must clearly be stated.

All schedules must be marked clearly at the back of the tender. The Municipality accepts no responsibility if documents cannot be found in the tender.

2.1 The tenderer must ensure that sufficient control measures are in place to:

| | | |
|---|--|--|
| A | Reduce human intervention in the generation, printing and distributing of statements. | |
| B | Ensure data integrity of supplied client account details. | |
| C | Ensure that quality processes are in place to prevent mistakes from impacting on clients and the confidentiality of information. | |

2.2 The tenderer must enhance Bergrivier Municipality's customer service through:

| | | |
|---|--|--|
| A | Flexible generation, storage, retrieval, e-mail and printing of statements; | |
| B | Different options to distribute statements and other correspondence in media of choice as determined by the Municipality from time to time | |
| C | Utilisation of Bergrivier Municipality's customised stationery which provides a logical layout of client account information; | |
| D | Flexible enough to combine additional information with the current statements should the need arise in future, as well as the inclusion of pre-printed inserts as well as personalised communications; | |
| E | Collation of various documents; | |
| F | Prompt change of form overlays and layouts; and | |



BERGRIVIER MUNICIPALITY

| | | |
|---|--------------------------|--|
| G | High quality of printing | |
|---|--------------------------|--|

2.3 The system must be able to process and format data streams from many of these systems and formats including, but not limited to:

| | | |
|---|--|--|
| A | CSV | |
| B | XML | |
| C | Tab delimited | |
| D | Pipe delimited | |
| E | Comma delimited | |
| F | EBCDIC | |
| G | Flat text files | |
| H | DBF | |
| I | MDB | |
| J | ASCII | |
| K | CR/LF | |
| L | The vendor must have the ability to accept data files electronically. SFTP is the preferred method of sending data due to the additional security inherent in the protocol. Indicate change control measures in place. | |
| M | All printed documents must be done on high quality laser. | |
| N | The solution must be able to convert the current statements into electronically distributable documents i.e. e-mail, fax, sms or web. | |

2.4 Please state YES or NO

| | | |
|---|---|--|
| A | Timeous and accurate transfer of data from Bergrivier Municipality when data is available. Proof of receipt of data must be sent via email within 2 hours after receipt of the data from Bergrivier Municipality. | |
| B | Accurate compilation of statement layout from raw data; | |
| C | Absolute verification and confirmation of successful processing of every mail piece; | |
| D | Timeous processing and logging of process documents at Cape Town SAPO, Proof must be submitted within 12 hours after submission at SAPO | |
| E | Fast, reliable and traceable electronic delivery methods and reports for all electronic delivery methods | |
| F | Dependable disaster recovery processes, and | |
| G | Firm and fixed Service Level Agreements. | |

2.5 (YES or NO) All hardware, software and applications for the required solution must:

| | | |
|---|--|--|
| A | Be flexible to adapt to future needs and trends and security requirements; | |
|---|--|--|



BERGRIVIER MUNICIPALITY

| | | |
|---|--|--|
| B | Have audit trail capabilities; | |
| C | Be scalable in order to handle any growth required in future; | |
| D | Ensure that effective system functionality is in place to enable performance management reporting for the company, per product and per customer. Attached type of reports available. | |

2.6 Experience and human resources (Attach as Annexure "1" to back of Tender)

Bidders should illustrate their experience relevant to the printing and distribution of accounts. Evidence of such experience should include at least the following:

| | |
|---|--|
| A | Schedule of staff available and corporate support. Organogram must be attached |
| B | Details of staff experience, qualifications and technical competence, particularly in respect of staff responsible for rendering the service. CV of all staff must be attached that will be dealing with the Municipality |
| C | Details of the bidder's management and reporting structure and processes. Organogram must be attached |

2.7 Company experience in the field (Attach as Annexure "2" to back of Tender)

| | |
|---|--|
| A | History: Briefly state your company's history. When was your organisation established? Describe the products and services that you have offered to date |
| B | What differentiates your product and service offering from that of your competitors? |
| C | Explain your quality assurance program with regards to the services offered and how it will be beneficial to Bergrivier Municipality's image and client care; |
| D | Vendor Terms and Conditions: Please supply a list of your standard terms and conditions. |
| E | Future Plans: Describe the current and future product / services lifecycle of the solution proposed in this bid. |
| F | Explain in detail your organisational skills and the ability to implement and maintain the proposed solution, i.e., number of trained personnel, skills, certifications etc. |
| G | Please provide information detailing your user support centre with reference to availability, costs and capabilities. Turnaround time on resolving of issues must also clearly be stipulated. |
| H | Customer References: Please supply at least five (5) references of different major customers, or of a similar size to Bergrivier Municipality in South Africa to whom you are currently providing the services and products proposed in this tender. Bergrivier Municipality reserve the right to contact and visit these Municipalities to ensure the implementation is according to our requirements. (Letters must be signed by a duly authorised person, with the authorisation letter attached) No letter older than five (5) years will be accepted. |

2.8 Pre-printed Stationery and stock management (Attach as Annexure "3" to back of Tender)

Please indicate how the pre-printed stationery and stock on hand would be managed with reference to:

| | |
|---|---|
| A | Quality |
| B | Type of forms i.e., cut sheet or continuous |
| C | Pricing and cost structure of different forms |
| D | The minimum volume of pre-printed stationery, envelopes and any other consumables that will be maintained on site at all times; |



BERGRIVIER MUNICIPALITY

| | |
|---|--|
| E | Sudden changes of stationery. Specify the process and timeframes applicable; |
| F | The method of stock control and minimum time frames. |
| G | Turnaround time on stock changes as determine in E & F above. |

2.9 Electronic Data Transfer and Processing Ability. Indicate the Database used (Attach as Annexure "4" to back of Tender)

| | |
|---|--|
| A | Describe your process, formats and ability to receive files electronically. A Diagram must be included in the Annexure |
| B | What is your ability to process raw data? Please specify data formats and processes. |
| C | What is your electronic distribution ability? Please elaborate. |
| D | What is your ability to handle bulk e-mail data? Please elaborate on your volume ability. |
| E | Please indicate what data security measures are in place. |
| F | Please specify your backup access control measures on data and servers, which include off site back ups and data recovery sites. |
| G | Please specify access control measures on data and servers |
| H | Policy forms, Security, Discretion, Best practices on Paragraph E, F & G must be indicated and attached |

2.10 Imaging Capabilities and disaster recovery (Attach as Annexure "5" to back of Tender)

| | |
|---|---|
| A | Give a brief description of your laser imaging equipment in respect of printing speed, volumes and type of laser imaging. |
| B | Describe your quality control process to insure continuous high-quality imaging. |
| C | Please supply details regarding your backup and redundancy capabilities. |
| D | Please describe your total disaster recovery and business resumption processes. Proof of the disaster recovery processes must be attached, as well as an example of a data recovery done. Indicate also if and when you did a data recovery and the time to do this. |

2.11 Mail processing and the South African Post Office (Attach as Annexure "6" to back of Tender)

| | |
|---|--|
| A | Give a brief description of your mail processing equipment with specific reference to different methodologies, capacities and volumes. |
| B | Please describe your mailing insert capabilities with reference to form sizes and maximum inserts per DL one step mailer. |
| C | Please supply a brief description of your quality control processes |
| D | Please describe in detail the process to ensure that multiple page statements are always collated and inserted correctly per consumer |
| E | Please describe how quantities are controlled i.e. number of statements printed equals number of statements posted |
| F | Please describe the mail handling and sorting process to ensure that the customer receives the maximum rebate from the South African Post Office |
| G | Please supply information regarding timeous delivery, checks and balances regarding posted mail and the method of invoicing i.e. SAPO direct to customer or via service provider |



BERGRIVIER MUNICIPALITY

| | |
|---|--|
| H | Any other method wat can be determined by the Municipality |
|---|--|

- a. Service Level Agreements (Attach as Annexure "7" to back of Tender)

PLEASE ATTACH A PRO FORMA SLA TO THE BACK OF THIS TENDER

Please describe how Service Level Agreements will be applied in general and also with specific reference to:

| | |
|---|---|
| A | Quality standards |
| B | Turnaround times on fixed print to post jobs |
| C | Turnaround times on urgent ad hoc print to post jobs and the process of logging such jobs with reference to minimum lead times, min/max volumes, additional costs etc |
| D | Confidentiality, integrity and security of data and printed forms |
| E | Applicable non-performance penalties. This must be realistic as time delays cost the Municipality to lose income on account payments and interest |
| F | Security of data in terms of the POPI Act. Measures must be in place to secure the data, and evidence of these measures must be submitted. |
| G | The Municipality remains the sole owner of the data supplied to the service provider |
| H | The Municipality is the sole owner of all data, and this may not be shared with any other person/institution. |



BERGRIVIER MUNICIPALITY

PRICING SCHEDULE

| Product | Amount Per 1000 (Year 1) | Proposed increase for year 2 (in %) ** | Proposed increase for year 3 (in) ** |
|---|--------------------------------|---|--|
| Initial set-up costs | | | |
| List cleaning (for PAMMS certificate) List of issues must be provided with every certificate in order to be corrected by Municipality | | | |
| Paper/Mailer (A4) cost – Included in Litho printing | | | |
| Litho Printing & Storage – Statements | | | |
| Laser Printing & Formatting (Variables – Simplex) | | | |
| Laser Printing & Formatting (Variables – Duplex) | | | |
| Newsletter (1xA4 page) Full colour both sides | | | |
| Additional Inserts (A4, print, Fold & Insert) Black | | | |
| Additional Inserts (A4, print, Fold & Insert) Full Colour | | | |
| Plastic sleeve for additional Inserts | | | |
| Processing of PDF files | | | |
| Sending all email accounts, reports must be provided every month after emails is sent out | | | |
| Sending quarterly newsletter out to given list of email address. PDF document to be supplied by BM (if and when required) | | | |
| Postage cost of accounts (Include postage fee of SAPO) | | | |
| Total per year | | | |
| Total Tender price (Carry over to front page of tender) | | | |



BERGRIVIER MUNICIPALITY

TAKE NOTE OF THE FOLLOWING CONDITIONS:

The costs above must be calculated on an average of 17 500 (Seventeen Thousand Five hundred) accounts per month with an additional insert (newsletter) in some months where applicable, in full colour ink (including black) used.

GENERAL:

The quality of paper must be 80 gsm paper.

Please note that the above pricing must be fixed for a period of 1 year from date of appointment (1 July 2026)

**The annual price increase will not exceed the average CPIX of the preceding twelve (12) months.

**Indicate your % increase for year 2 and year 3.

**Please indicate your proposed annual price escalation.

- **Proof must be given that company has a valid active account at the Cape Town Post Office to distribute bulk accounts (postage).**
- **A copy must be attached as well as a letter of good standing from SAPO.**
- **The prices should be inclusive of Value-Added Tax.**
- **The initial set-up costs are a once-off payment or if any changes in the account layout are requested.**
- **The PAMMS certificate is payable on obtaining or renewal of the certificate and must be submitted to Bergrivier Municipality once received.**
- **Postage fee must be paid by the service provider. The actual amount of postage must be reflected on the tax invoice supplied. Arrangements can be made for the separate payment of postage fee after the accounts have been logged at the Post Office.**
- **Third party payments barcodes must be printed on the accounts. This will be provided by the Municipality.**
- **All prices and amounts will be checked for correctness, and any mistake made will be corrected for the evaluation of the tender.**



BERGRIVIER MUNICIPALITY

14. SCHEDULE OF PLANT AND EQUIPMENT

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

| 1. DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT. | | | |
|---|-------------|------|----------|
| QUANTITY | DESCRIPTION | SIZE | CAPACITY |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Attach additional pages if more space is required.

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

Attach additional pages if more space is required.

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



BERGRIVIER MUNICIPALITY

15. SCHEDULE OF SUBCONTRACTORS

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

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

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

| | | | |
|--------------|--|--------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |



BERGRIVIER MUNICIPALITY

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

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



BERGRIVIER MUNICIPALITY

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

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

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

Attach additional pages if more space is required.

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



BERGRIVIER MUNICIPALITY

18. FORM OF OFFER AND ACCEPTANCE

NOTE:

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

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

1. OFFER

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works; **TENDER 8/3/1-2026 MN3-2026**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

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

| | |
|-------------|---|
| In figures: | R |
| In words: | |

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

| | | | |
|-----------------------|---|------|--|
| Signature(s) | | | |
| Name(s) | | | |
| Capacity | | | |
| Name of tenderer: | | | |
| Name of witness: | (Insert name and address of organization) | Date | |
| Signature of witness: | | | |



BERGRIVIER MUNICIPALITY

3. ACCEPTANCE

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

| | | |
|--------------------------|--|-------|
| Signature(s): | | |
| Name(s): | | |
| Capacity: | | |
| For the Employer: | Bergrivier Municipality, Kerk Street, Piketberg, 7320 | |
| Name of witness: | | Date: |
| Signature of witness: | | |



BERGRIVIER MUNICIPALITY

19. PRICING SCHEDULE

NOTE:

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

I / We _____

(full name of Bidder) the undersigned in my capacity as _____

of the firm _____

hereby offer to BERGRIVIER Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the BERGRIVIER Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

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

Please note the following:

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



BERGRIVIER MUNICIPALITY

20. DECLARATION BY TENDERER

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

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

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

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

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

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



BERGRIVIER MUNICIPALITY

SUPPLY CHAIN MANAGEMENT

Enquiries: Mr. S. Wilschut

Ref: 6/1/1

Tel: (022)913 6000

Fax: (022)913 1380

E-mail: wilschuts@bergmun.org.za

All Service Providers (SP's) and potential bidders

Dear Sir/Madam

Incomplete documentation in terms of bidding processes.

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

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

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

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

Adv. Hanlie Linde
Municipal Manager

06 February 2026



BERGRIVIER MUNICIPALITY

SMME STATUS

98 No. 41970

GOVERNMENT GAZETTE, 12 OCTOBER 2018

SCHEDULE

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

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

Lindiwe D Zulu

Lindiwe D Zulu, MP
Minister of Small Business Development

Date: 23/09/2018

Initial *LDZ*