



TENDER DOCUMENT

TENDER NO		GRDM/14/19-20	
TENDER DESCRIPTION		APPOINTMENT OF A DEVELOPMENT PARTNER TO DEVELOP GARDEN ROUTE DISTRICT MUNICIPALITY'S 30 HA "KLEINKRANTZ" SITE (REMAINDER OF ERF 1297, WILDERNESS)	
PERIOD		LONG-TERM LEASE	
PREFERENTIAL PROCUREMENT REGULATIONS, 2017 - LOCAL CONTENT REQUIREMENT		NO	
CLOSING DATE	21 NOVEMBER 2019	CLOSING TIME	11:00
POSTAL ADDRESS: Garden Route District Municipality Attention: Supply Chain Management Unit PO Box 12 George, 6530 <i>Clearly mark the Bid envelope with the bid number and title of bid on the face of the envelope. Any tenders couriered to be deposited in the Municipality's Bid Box, any bids sent to the wrong recipient other than being deposited in the Bid Box will not be considered</i>		TO BE DEPOSITED IN: The bid box at the entrance of the Municipal Offices Garden Route District Municipality 54 York Street George 6529	
ATTENTION: FINANCIAL DIRECTORATE SUPPLY CHAIN MANAGEMENT UNIT GARDEN ROUTE DISTRICT MUNICIPALITY GEORGE 6529		A bid posted or couriered (at sender's risk) to the Municipality, PO Box 12, George, 6530, in good time so as to reach the Municipality before the above-mentioned closing date and clearly indicated attention supply chain management unit, may be accepted on condition that it is placed in the correct Bid box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such bids are in fact lodged in the bid box.	
SUMMARY FOR TENDER OPENING PURPOSES			
NAME OF TENDERER: CENTRAL SUPPLIER DATABASE NO:			
TOTAL BIDDING PRICE (INCLUDING VAT)			
Total Bidding Price (Including VAT)		R	
PREFERENCE CLAIMED FOR:			
B-BBEE Status Level of Contributor:			
Preference Points Claimed:			
B-BBEE certificates submitted with the quotation document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF B-BBEE CERTIFICATES			
VALIDITY PERIOD: AVAILABLE FOR 90 DAYS AFTER THE BID CLOSURE			
CONTACT DETAILS FOR:			
Bidding procedures and documents		Bid Scope and technical specifications	
MR Nathan Juries Tel: (044) 803 1310 E-mail: nathan@gardenroute.gov.za		Mr. Passmore Dongi Tel: 044 803 1335 E-mail: passmore@gardenroute.gov.za	

CHECKLIST

Please ensure that the following forms have been completed and signed and all documents, as requested, are attached to the tender document

Description of document	Document number	Yes	No
Bid Conditions & Information			
Part A: Invitation to bid and Part B: Terms and Conditions for Bidding	MBD 1		
Terms of Reference			
Current Municipal Certificate / Lease Agreement			
Pricing schedule – firm prices (purchases)	MBD 3.1		
Form of Offer & Acceptance			
Declaration of Interest	MBD 4		
Preference points claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.	MBD 6.1		
Preferential Procurement Regulations, 2017 - Local Content Requirement	MBD 6.2		
Formal contracts for services	MBD 7.1		
Declaration of bidder's past supply chain management practices	MBD 8		
Certificate of independent bid determination	MBD 9		
Authority of Signatory			
General Conditions of contract & Bid Requirements			
Annexure A : Past Experience			

Please sign on Completion.

.....
NAME OF THE BIDDER

.....
SIGNATURE

.....
DATE

1 Agreement

The successful bidder will be expected to sign the Contract Form (Part 1) of this bid document within 30 days of the date of notification by the Garden Route District Municipality that his/her bid has been accepted.

2 Completion of Bid Documents

- (a) The original bid document must be completed fully in black ink and signed by the authorised signatory to validate the proposal. All the pages must be initialled by the authorised signatory. Failure to do so may result in the invalidation of the bid.
- (b) Bid documents may not be retyped or altered in any way.

3 Alteration or Qualification of Bid

No unauthorised alteration of this set of bid documents will be allowed. Any unauthorised alteration will disqualify the proposal automatically. Any ambiguity has to be cleared with contact person for the bid before the closure date.

4 Authorised Signatory

- (a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

5 Submission of Bid

- (a) The bid must be put in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the bid number, title as well as closing date and time and placed in the **Tender Box at the Garden Route District Municipality by not later than 11h00 on 21 November 2019.**
- (b) Faxed, e-mailed and late bids will not be accepted. Bids may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

6 Opening, Recording and Publications of Bids Received.

- Bids will be opened in public immediately after the bid closure date, or at such
- time as specified in the bid documents. If requested by any bidder present,
- names of the bidders, and if practical the total amount of each bid and of any alternative bids will be read out loud.
- Bids received in time recorded and entered in a register which is open for public inspection.

7 Tax Clearance Certificate

- a. A valid original Tax Clearance Certificate must accompany the bid documents.
The onus is on the bidder to ensure that the Garden Route District Municipality has an original Tax Clearance Certificate on record and obtain confirmation from the Supply Chain Management Unit of the Garden Route District Municipality.
- b. Bids not supported by a valid original Tax Clearance Certificate, as an attachment to the bid documents will be invalidated.
- c. In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate valid original Tax Clearance Certificate.

8 Evaluation of Bids

Bids will be evaluated in terms of their responsiveness to the bid specifications and requirements as well as such additional criteria as set out in the bid documents.

9 Acceptance or Rejection of a Bids

The Garden Route District Municipality reserves the right to withdraw any invitation to submit a bid and/or to re-advertise or to reject any bid or to accept a part of it. The Garden Route District Municipality does not bind itself to accepting the lowest bid.

10 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register online (www.csd.gov.za) and verify their company information at Garden Route District Municipality Database Department. The Garden Route District Municipality reserves the right not to award proposals to prospective suppliers who are not registered on the CSD (Central Supplier Database).

- 11 **Site / Information Meetings**
- None**
- 12 **Stamp and Other Duties**
The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.
- 13 **Language of Contract**
The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.
- 14 **Procurement Policy**
Bids will be awarded in accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000.
- 15 **Expenses Incurred in Preparation of Bid**
The Garden Route District Municipality shall not be liable for any expenses incurred in the preparation and submission of the bid.
- 16 **Wrong Information Furnished**
Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Garden Route District Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.
- 17 **Validity Period**
Bids shall remain valid for 90 days after the bid closure date.
- 18 **General and Special Conditions of Contract**
The General Conditions of Contract as well as any Special Conditions of Contract that may form part of this set of bid documents will be applicable to this bid in addition to the conditions of bid.
- 19 **Municipal Rates, Taxes and Charges**
The bidder to provide their municipal account of rates and taxes of both the Bidding entity and its directors' in its Bid Document submission. Any bidder which is or whose directors are in arrear with their municipal rates and taxes due to any Municipality within South Africa for more than three months and have not made an arrangement for settlement of or same before the bid closure date will be disqualified.
- 20 **Contact with Municipality after Bid Closure Date**
Bidders shall not contact the Garden Route District Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Garden Route District Municipality, it should do so in writing to the Garden Route District Municipality. Any effort by the firm to influence the Garden Route District Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GARDEN ROUTE DISTRICT MUNICIPALITY					
BID NUMBER:	GRDM/14/19-20	CLOSING DATE:	21 NOVEMBER 2019	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A DEVELOPMENT PARTNER TO DEVELOP GARDEN ROUTE DISTRICT MUNICIPALITY'S 30HA "KLEINKRANTZ" SITE (REMAINDER OF ERF 1297, WILDERNESS)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7.1).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
GARDEN ROUTE DISTRICT MUNICIPALITY					
SUPPLY CHAIN MANAGEMENT UNIT					
54 YORK STREET					
GEORGE					
6529					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	FINANCIAL SERVICES		CONTACT PERSON	MR PASSMORE DONGI	
CONTACT PERSON	NATHAN JURIES		TEL NUMBER	044 803 1335	
TELEPHONE NUMBER	(044) 803 1310				
E-MAIL ADDRESS	nathan@gardenroute.gov.za		passmore@gardenroute.gov.za		

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, 2017, 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)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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:

TENDER / NOTICE



Garden Route District Municipality, the leading, enabling and inclusive district, characterised by equitable and sustainable development, high quality of life and equal opportunities for all.

FORMAL TENDER

TENDER NUMBER		GRDM/14/19-20	
TENDERS ARE HEREBY INVITED FOR:		APPOINTMENT OF A DEVELOPMENT PARTNER TO DEVELOP GARDEN ROUTE DISTRICT MUNICIPALITY'S 30 Ha "KLEINKRANTZ" SITE (REMAINDER OF ERF 1297, WILDERNESS)	
PERIOD	LONG-TERM LEASE		
ADVERTISEMENTS:	NATIONAL NEWSPAPER, MUNICIPAL NOTICE BOARDS; MUNICIPAL WEBSITE & E-PUBLICATION		
PUBLISHED DATE	13 OCTOBER 2019	CLOSING DATE	21 NOVEMBER 2019
CLOSING TIME	No later than 11:00 am , tenders will be opened immediately thereafter, in public at the Garden Route District Municipality Head Office, 54 York Street, George.		
AVAILABILITY OF TENDER DOCUMENTS:			
Tender documents are obtainable from Mr Nathan Juries during office hours (Mondays to Thursday 08:00 - 16:30 and Fridays 08:00 - 13:30) Tel: (044) 803 1310; E-mail: nathan@gardenroute.gov.za		Printed copies of the tender can be obtained at a non-refundable fee, payable to a cashier at Garden Route District Municipality's Supply Chain Management Unit, Ground Floor, 54 York Street, George or by downloading documents free-of-charge from the Garden Route District Municipality website at www.gardenroute.gov.za	
DATE AVAILABLE:	13 OCTOBER 2019	NON - REFUNDABLE FEE:	R 200.00
TENDER SUBMISSION RULES:			
Important notes <ul style="list-style-type: none"> Tenders are to be completed in accordance with the conditions and tender rules stipulated in the tender document. Tender and supporting documents must be delivered in an envelope, clearly marked "GRDM/14/19-20: APPOINTMENT OF A DEVELOPMENT PARTNER TO DEVELOP GARDEN ROUTE DISTRICT MUNICIPALITY'S 30 Ha "KLEINKRANTZ" SITE (REMAINDER OF ERF 1297, WILDERNESS)" at the Garden Route District Municipality's Head Office, 54 York Street, George Tenders may only be submitted on the tender document issued by the Municipality Requirements for sealing, addressing, delivery, opening and assessment of tenders, are stated in the tender document. A valid Tax Clearance Status Pin (TCS) and MAAA Number must be submitted with the tender document, failure to submit the required documents your bid will be disqualified. For all parties in the entity if it should be a Join Venture (JV) or SPV(Special Purpose Vehicle) that tenders VAT must be included in all prices (VAT vendor must be registered). Pre-Qualification Criteria is Minimum Level 4 B-BBEE status Late tenders, tenders per fax or e-mail will not be accepted. Tenders couriered to be delivered to the Municipality will only be accepted if received within the stipulated closing time. Council reserves the right to accept any bid proposal in full or part thereof. Council will only award tenders to service providers who are registered on the Central Supplier Database (CSD). Visit https://secure.csd.gov.za if you have not registered on CSD. Tenders will only be considered in accordance with the bid requirements. 			
Tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2017 and the Garden Route District Municipality Supply Chain Management Policy, where prequalification criteria for interested bidders is a minimum B-BBEE level 4 for consideration. Any Joint Ventures or SPV(Special Purpose Vehicles) must submit a B-BBEE Certificate of the Joint Venture or the SPV and not individual B-BBEE certificate			
BRIEFING SESSION:	DATE & TIME: 23 OCTOBER 2019 @ 10H00 PLACE: 54 YORK STREET, COUNCIL CHAMBERS	PREFERENTIAL PROCUREMENT REGULATIONS, 2017 - LOCAL CONTENT REQUIREMENT	Minimum level 4 B-BBEE Status
SITE VISIT:	DATE & TIME: 23 OCTOBER 2019 @ 13H00 PLACE: KLEINKRANTZ		
CLARITY ON BIDDING PROCEDURES MAY BE DIRECTED TO:		MR NATHAN JURIES; TEL: (044) 803 1310 E-MAIL: NATHAN@GARDENROUTE.GOV.ZA	
CLARITY ON TECHNICAL INFORMATION MAY BE DIRECTED TO:		MR PASSMORE DONGI; TEL : (044) 803 1335 E-MAIL: PASSMORE@GARDENROUTE.GOV.ZA	
NOTICE NO.	118/2019		
AUTHORISED BY:	MUNICIPAL MANAGER: MG STRATU - GARDEN ROUTE DISTRICT MUNICIPALITY		

**TERMS OF REFERENCE:
APPOINTMENT OF A DEVELOPMENT PARTNER TO DEVELOP
GARDEN ROUTE DISTRICT MUNICIPALITY'S 30HA
"KLEINKRANTZ" SITE (Remainder of Erf 1297, Wilderness)**

1. INTRODUCTION

Garden Route District Municipality (hereafter called "Garden Route DM") is the owner of a 30ha property which needs to be developed to enhance Garden Route DM's revenue and to benefit local residents and help grow the local economy.

Garden Route District Municipality is looking to appoint a development partner that will be willing to:

- Sign a long-term lease agreement to lease a portion of or the total property (preferred option) from Garden Route District Municipality
- Transferring of the ownership rights of the development and improvements to the Municipality at the end of the lease period
- Fund all applicable technical studies required in terms of development proposals
- Acquire all relevant approvals from applicable authorities to enable proposed developments to proceed
- Develop this property in a sustainable and responsible manner, in line with appropriate standards and development guidelines as prescribed by relevant authorities
- Applying green building & innovative principles where possible
- Ensure that local communities benefit in a tangible and sustainable manner from proposed developments

2. Locality

The Kleinkrantz site (Remainder of Erf 1297, Wilderness) is located between Island Lake and the Indian Ocean, ±6km east of Wilderness and ±12km west of Sedgefield, on both sides of the N2 highway:



The abovementioned study area consists of a 14,97333ha portion located north of the N2 highway and a 15,02775ha portion located south of the N2 highway:



This site is located within the George Local Municipality's area of jurisdiction.

The study area has 5 distinct portions namely:



2.1 Area 1:

The south eastern portion of the study area ($\pm 4000\text{m}^2$, depending on the alignment of the potential new service road to be developed) offers a development partner the opportunity to make a proposal in terms of the development of a new commercial opportunity (perhaps a small shopping centre, take-away, garage, etc.) that could serve the needs of the residents of Kleinkrantz and surrounding areas as well as to capitalize on the buying power of through traffic travelling along the N2 highway:



Bidders can make offers in terms of a long terms lease or leases provided that the bidder takes full responsibility for any subdivision costs, planning approvals, etc. as may be required.

2.2 Area 2:

The south eastern portion of the study area includes the old vandalized Kleinkrantz resort area:



The fact that this area has an “existing historical development footprint” offers some opportunities in terms of environmental & planning approvals but it is the opinion of Garden Route District Municipality that the old Kleinkrantz resort should not just be repaired / revamped but should be totally re-planned and a total new approach be followed to also include potential new development options (if considered viable) e.g. : restaurants, campsites, chalets, conference facility, housing units, swimming pool, recreational facilities, hotel etc. and that this site should complement and support adventure tourism & local economic development in the area and offer practical benefits and access to all communities.

Bidders can make offers in terms of a long terms lease or leases provided that the bidder takes full responsibility for any subdivision costs, planning approvals, etc. as may be required should the bidder want to make an offer to purchase this portion of the property.

2.3 Area 3:

The central portion of the relevant section of the study area south of the N2 will most likely have to be reserved for landscape connectivity and could potentially contain hiking trails, bike trails, conservation areas, etc. and specific focus should be placed on proper fire breaks & eradication of alien vegetation.

There is the potential to sign a “management agreement” with SANParks who indicated that they would be willing to take responsibility for developing and maintaining this area for conservation purposes, in partnership with Cape Nature.

2.4 Area 4:

The western portion of the relevant section of the study area south of the N2 is a fairly pristine and undisturbed natural environment with a number of potential environmental

related development constraints. Both SANParks & Cape Nature (as commenting authorities) indicated that they might consider supporting the development of an eco-friendly “boutique hotel” on this site, if designs are properly integrated with the environment to limit potential negative impacts.

SANRAL is busy with a process to upgrade the relevant section of the N2 highway between George and Plettenberg Bay and part of their stated objectives are to limit access onto the N2 in order to improve traffic flow and to increase average travelling speeds along this section. As part of this process SANRAL is currently planning to close the existing Kleinkrantz access road and create a new traffic roundabout at the “die Vleie” off ramp on the N2, approximately 375m east of the existing Kleinkrantz access road, so that traffic to and from Kleinkrantz can be re-routed via such new roundabout onto a new service road to be developed to the south of the N2 highway on the vacant portion of land (RE 1298) between the N2 and the existing Kleinkrantz residential area, ensuring good access to the study area from the east.



2.5 Area 5:

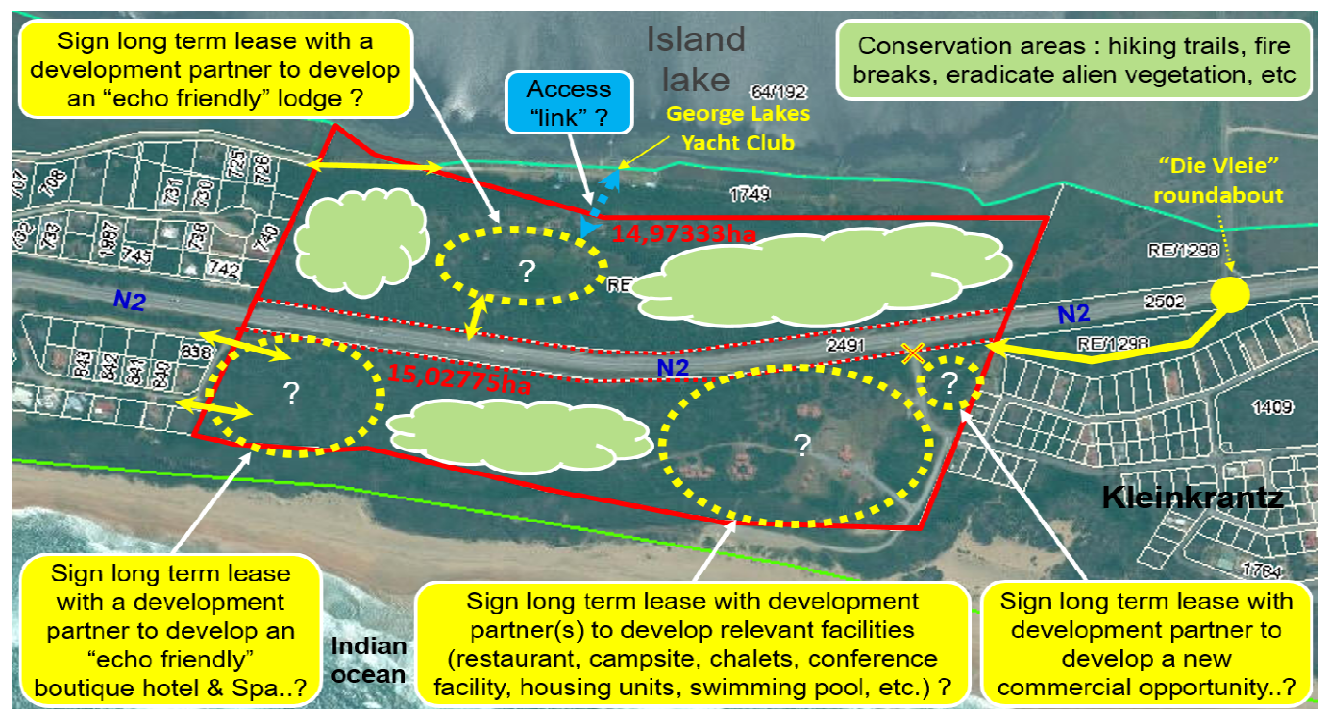
To the north of this portion of the study area is the Wilderness Lakes Ramsar Site (wetland site designated of international importance under the Ramsar Convention- an intergovernmental environmental treaty established in 1971 by UNESCO, and coming into force in 1975). This implies that this portion of the study area will have relevant environmental related development constraints and development proposals will need the support of key environmental stakeholders like SANParks, Cape Nature and Western Cape Provincial Department Environmental Affairs and Development Planning.

An important aspect to be clarified in terms of Area 5 is accessibility. The best option should be to agree with SANRAL to approve the use of the existing access point indicated on the following map (on a left in left out principle)



2.5 Summary (Areas 1-5):

This is a summary of all abovementioned 5 areas:



3. Existing engineering services

The following map indicates the existing Engineering services as confirmed by George Local Municipality (to be verified by the successful bidder):



The following existing & potential roads & access points are relevant to the study area:



4. Key stakeholders

Garden Route District Municipality has had provisional engagements with a number of key stakeholders regarding the potential development of the relevant site including:

- George Local Municipality -
- SANParks
- Cape Nature
- SANRAL

The successful bidder will be responsible for engagement with all relevant stakeholders, including locally affected communities and relevant community organisations.

5. OBJECTIVES

Garden Route District Municipality is looking to achieve the following objectives:

- Generate revenue for GRDM
- Contribute towards growing the local economy
- Promote local economic development with special focus on tourism and conferencing facilities
- Promoting local job creation
- Promote commercial and/or business development servicing the local community
- Support the local tourism industry
- Promote sustainable growth and development
- Promote the use of innovative designs
- Promoting the use of green energy and green building principles
- Conserving & promoting the character of the Garden route
- Comply with all relevant statutory requirements
- Optimal use of available resources
- Promoting local partnerships and stakeholder buy-in
- Promote inclusivity and accessibility

6. COMPETENCIES OF THE DEVELOPMENT PARTNER

Garden Route District Municipality expects the Development Partner to:

- Be creative and innovative in meeting Garden Route District Municipality's abovementioned objectives
- Have a proven track record in terms of sustainable developments
- Nominate a competent team of relevant professionals to package and implement this project
- Be financially sound and able to provide bridging funding to pay for all required studies and inputs to conclude designs and secure relevant approvals
- Be able to raise own funding for approved developments
- Be willing to work closely with George Local Municipality to secure their buy-in

- Have a good existing network and linkages with relevant approval authorities
- Have an experienced team of relevant development experts that can ensure the successful planning and implementation of this project
- Be willing to work closely with local communities and relevant local stakeholders to ensure buy-in and support for development proposals

7. REPORTING & MEETINGS / MANAGEMENT OF THE PROJECT

Garden Route District Municipality will set up a project steering committee (to be chaired by the Garden Route Executive Manager for Planning) and the successful bidder will be responsible to report to such a PSC on a monthly basis to report progress, unpack opportunities and discuss challenges.

8. TARGETED DELIVERABLES

Relevant issues to be resolved / studies to be completed by preferred development partner after the signing of the lease agreement

- Secure written comments / inputs / applicable approvals from George Municipality, SANParks, Cape Nature, DEA&DP and other relevant key stakeholders on the bidder's development proposals
- Negotiate with SANRAL in terms of approving access points on the N2 highway
- Conveyances Certificate (to verify relevant Title Deed conditions & potential development constraints)
- Site Survey (existing infrastructure, relevant features & contours)
- Land surveyor Certificate (to confirm all servitudes, requirements & other potential development constraints)
- Geotechnical studies to do soil profiles and to quantify potential areas with development constraints
- Relevant Environmental Specialist studies (to be agreed to by DEA&DP, SANParks & Cape Nature)
- Civil Engineering Reports (to confirm Bulk & Link service capacities and applicable standards to be applied)
- Electrical Engineering Report (to confirm Bulk & Link service capacities and relevant standards to be applied – with the specific intention of implementing Green Energy solutions)
- Negotiate with George LM regarding applicable engineering service standards to be applied
- Economic / Market Study expert to define market conditions & recommendations on best options for development
- Transport Engineering expert report
- Urban Designers to compile a site development framework plan & design specifications for the proposed development
- Public Participation & relevant Stakeholder / Local Community Engagement process

- Prepare presentations and reports to Garden Route DM MANCOM and/or Council Resolution on project objectives, targeted benefits & criteria to be applied in terms of bid evaluations
- Funding model, Phasing programme & Contracts
- Resourcing model & Communication strategy
- Applications to secure relevant required Environmental Approvals
- Applications to secure relevant Planning Approvals & Engineering Services agreements
- Urban Design / Architectural Designs for development of relevant portions of the site to be developed
- Engineering Designs & Tenders
- Procurement process to secure skilled/experienced contractors & Emerging Contractor development
- Construction / O&M

9. RESPONSIVENESS CRITERIA

9.1 Administrative responsiveness criteria applicable for this bid:

- 9.1.1 Bidders must be registered on the Central Supplier Database (see <https://www.csd.gov.za>)
- 9.1.2 Bid form must be properly received on the bid closing date and time specified on the invitation, fully completed, dated and signed in ink;
- 9.1.3 Submission of the bid document as is without removing any pages;
- 9.1.4 Submission of List of verifiable references for similar projects completed within the past 10 years
- 9.1.5 Submission of a Tax Clearance Status Pin (TCS) number, Business Registration Certificate, certificate of incorporation & Certified Copy of B-BBEE Status Level Verification Certificate of contracting entity;
- 9.1.6 Responsiveness in terms of this document referring to the bidder's adherence and compliance to the terms of reference and clear reference to the contents of the terms of reference in order for Garden Route DM to evaluate their bid;
- 9.1.7 Bidders to provide sufficient details about previous projects and references to allow Garden Route District Municipality to do proper evaluation of bidder's relevant experience

9.2. Practical responsiveness considerations applicable for this bid:

- 9.2.1 Project Team Leader to have excellent skills, experience and preferably an existing relevant network and fund raising for similar projects;
- 9.2.2 Garden Route DM is looking for bids that propose a practical, functional, implementable process to ensure the successful development of the sites;
- 9.2.4 Tender bids should be sufficiently detailed with practical referencing to the contents and requirements of this scope of works, to allow for easy evaluation;
- 9.2.5 Garden Route DM is looking for bids that will ensure an inclusive process that will ensure buy-in from all relevant stakeholders;
- 9.2.6 The development site is very unique and beautiful with huge development potential and Garden Route DM is therefore looking for creative / out of the box tender bids, adherence to the highest quality standards and best practice application
- 9.2.7 The bidders must submit proposed architectural designs in 3D

9.2.8 The bidders may submit a proposal for each section of the area if they don't intend to develop the whole area or may submit a phased development proposal.

10. EVALUATION PROCESS

This tender will be evaluated in a 3 stage process namely:

- Pre-qualification criteria – Minimum B-BBEE Level 4 status contributor, in terms of PPR regulation(4)(a)
- Stage 1 : Compulsory requirements assessment
- Stage 2 : Functionality assessment
- Stage 3 : Evaluation of Price
- Stage 4: Presentations

10.1 Stage 1: Compulsory requirements assessment

Garden Route DM's Procurement Department will do a preliminary assessment on basic and compulsory compliance and eliminate all tender bids not complying with the stated minimal requirements as described in this tender namely:

REQUIREMENTS		INDICATE IF ATTACHED TO BID?	
		YES	NO
10.4.1	Proof of attendance of Compulsory Tender Briefing Session		
10.4.2	List of verifiable References		
10.4.3	Clearly written approach & methodology paper & Project Plan (with clear timelines & deliverables) with clear referencing to contents of this Terms of Reference		
10.4.4	A Project Plan		
10.4.5	Clear budget breakdown & cash flow indicating payment milestones & targeted monthly deliverables and the possible revenue that GRDM will derive from the development		
10.4.5	Table with names & surnames, registration / accreditation numbers & total years of experience of bidder's nominated team members		
10.4.6	Confirmation of which of the nominated team members and their expertise and experience in similar projects		
10.4.7	List of previous DEVELOPMENTS successfully completed by the nominated team in last 10 years		
10.4.8	Joint Venture / Consortium Agreement (if relevant)		
10.4.9	Letter of good standing from the bank of the contracting entity		
10.4.10	Audited Financial Statement for the past 3 years		
10.4.11	Any other required information or documentation to be confirmed at the compulsory Tender Briefing session		

10.2 Stage 2: Functional assessment

Those remaining compliant bids who have passed the Basic compliance assessment will subsequently be forwarded by Garden Route DM's to a Technical Committee comprised of Garden Route DM and to do a functional assessment of these remaining compliant bids in order to then assist Garden Route DM's relevant assigned official (Mr Lusanda Menze) to prepare a Technical Report with recommendations to the Garden Route Bid Evaluation Committee for their consideration and subsequent recommendations to the Garden Route Bid Adjudication Committee.

Garden Route DM is looking to appoint a Professional Service Provider with exceptional skills & experience to ensure a quality development product that is both fully compliant and practical implementable and therefore a thorough bid evaluation process will be conducted to ensure technical compliance to this Terms of Reference

Functional criteria applicable to the scoring of bids:

Categories	Max points per category	Description of Requirements	Points
Contracting Entity's proven recent experience (less than past 10 years) in completing similar development projects <i>(NB. Appointment letters and completion certificates / confirmation of project details must be attached to claim these points. Verification of work done may be conducted prior to appointment.)</i>	5	No relevant prior experience on similar projects Relevant experience on one (1) similar project Relevant experience on two (2) to four (5), similar projects Relevant experience on five (5) or more similar projects	0 1 3 5
Appropriate Qualifications & relevant Experience of Technical Team nominated by Service Provider (The nominated technical team to be deployed by the bidder must consist of at least a Project Manager, Professional Land surveyor, Conveyance Specialist, Planner, Environmental Practitioner, Geologist, Professional Civil Engineer, Professional Electrical Engineer, Transport Engineer, Economist / Market study experts, Architect / Urban Designer, Social Facilitator and a skilled Construction Manager). Additional professionals may be added to the project as needed (but with proper motivation). CV's and evidence of professional registration & accreditations are to be provided for all nominated key professional staff (where appropriate) and clear statements made on relevant experience. The bidder's proposal must include a full fee proposal for all of these nominated technical inputs	15	Nominated technical team not meeting the stated minimum required project team requirements Average no of years of practical experience of nominated Project Team at least 5 years (with no individual having less than 3 years practical experience) Average no of years of practical experience of nominated Project Team at least 6-10 years (with no individual having less than 3 years practical experience) Average no of years of practical experience of Project Team more than 10 years (with no individual having less than 5 years practical experience)	0 5 10 15
Ability of bidder to fund the proposed development The bidder is to provide letters from a reputable financing house or fund or bank confirming that the developer is in a financial position to afford see the abovementioned proposal to completion within the specified timeframes	10	Insufficient proof of ability to fund the development. Acceptable proof of ability of bidder to fund the proposed development supported by sufficient proof.	0 10
Project Plan The bidder must include a clear Project Plan with a proper organizational chart and work breakdown structure (WBS) that complies with and makes clear reference to the scope of work, Project Phasing and associated deliverables as described in this Terms of Reference	20	Project Plan not clear & detailed Project Plan sufficiently clear & detailed Project Plan exceptionally clear & very detailed with clear referencing to the Terms of Reference and with clear timelines of achieving each proposed development the phasing thereof.	0 10 20

Financial model The bidder must include a clear funding model clearly indicating how this project will be funded and clearly showing how much revenue GRDM will derive from the project overtime	50	Funding model not clear& detailed	0
		Funding model sufficiently clear & detailed	25
		Funding model exceptionally clear & very detailed with clear referencing to the Terms of Reference and clearly stating the revenue that GRDM will receive over the period of the lease.	50
TOTAL	100 points		

** Bidders need to score a minimum of 70 points out of the possible 100 points to be considered for further evaluation.*

The point score for each item will be taken as the mean average from a panel of a minimum of 3 evaluators. The total score will be used in determining the qualification of a Tender using the table below:

Score	Prompt for judgement
0 - 34	Failed to meet the requirements
35 -49	A detrimental response – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available and the risk on the financing model and revenue to GRDM
50-69	Less than acceptable – submission lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available and the risk on the financing model and revenue to GRDM
70-79	Acceptable response – submission meets minimum requirements and should deliver a compliant bid
80-89	Above acceptable – submission demonstrating real understanding of requirements and evidence of ability to meet it and should deliver an above average bid
90-100	Excellent – submission gives real confidence that the Tenderer will add real value and execute the work effectively in accordance with the needs of the Municipality and should deliver an excellent bid

A Tenderer scoring less than 70 points in Functionality will be considered as NON RESPONSIVE for any further evaluation.

10.3 Stage 3: Evaluation of Price

Only those tender bids that have scored at least 70 points or more out of a total of 100 points during the Functional assessment stage will subsequently be considered in terms of favourable financial projections as a benefit to Council and the region.

Garden Route DM reserves the right not to accept the bid with the highest price offering, or even any of the remaining compliant bids, if such bids do not meet the stated quality expectations of Garden Route DM. (Preferential Procurement Regulation, 2017, Regulation 11.

10.4 Call for presentations

Garden Route DM reserves the right to call for presentations to Garden Route DM by shortlisted compliant bids in order to clarify contents of bids & experience of applicants, should this be required. Such presentations will be held at the office of Garden Route DM in George and the costs involved for such bidders to present will be for the account of the bidder, Garden Route DM will not be covering any cost for bidders in terms of such presentations.

TENDER ADJUDICATION USING POINTS SYSTEM

Total values will be evaluated as follows:

Value	Description
0 – 69 points	Unacceptable
70 – 80 points	Acceptable
80 – 90 points	Good
90 – 100 points	Excellent

- Points shall be calculated after development values as well as revenue to Garden Route DM have been brought to a comparative basis taking into account all factors of non-firm prices.
- Points scored must be rounded off to the nearest 2 decimal places.

- In the event that two or more Tenders are in a deadlock, criteria for breaking deadlock will be in accordance with the Preferential Procurement Regulation, 2017 (Reg. 10)
- Garden Route DM reserves the right to negotiate with the preferred bidder in terms of the contents & deliverables of their bid document, to ensure good value for money and a quality product (Preferential Procurement Regulation, 2017, Regulation 9)

11. BRIEFING SESSION AND BID PRESENTATIONS

- 11.1 Interested parties considering submitting a bid are invited to attend a **compulsory information/briefing session** at which matters requiring clarity will be discussed. The information session will be held at the offices of the Garden Route DM in **54 York Street George – in the Garden Route DM JOC Centre from 11:00 till 13:00 and a subsequent site visit in Kleinkrantz on 23 October 2019**. This briefing session is meant to guide the service providers on the expectations of Garden Route DM, in preparing their bids.
- 11.2 Short listed Service Providers may be required to make detailed presentation no longer than 90 minutes to GARDEN ROUTE DM within 8 weeks of the closing date of the bid on a date to be determined by Garden Route DM.

12. Declaration of Confidentiality

- 12.1 The service provider shall regard all information in, or in support of the project, as confidential and may not use any information for personal or 3rd party gain.
- 12.2 All communication with the media regarding this project (if any) will be conducted through the communication department of Garden Route DM.

13. DATE OF CLOSING OF TENDER

The closing date for this tender will be **11:00 on 21 NOVEMBER 2019**. All bids must be placed in the Garden Route DM's Tender Box at 54 York street, George (044 803 1300)

14. CONTACTABLE OFFICIALS FOR CLARIFICATION

Enquiries can be directed to the following relevant contact person at Garden Route DM:

Name of Official	Tel. number	Email Address
Mr. Passmore Dongi	044 803 1335	Passmore@grdm.gov.za

Enquiries must be directed in writing to Mr Passmore Dongi by no later than 12:00 on 18 November **2019**.

CERTIFICATE OF MUNICIPAL SERVICES

Information required in terms of the Garden Route District Municipality's Supply Chain Management Policy, Clause 28 (i) (c) (ii).

Tender Number:	
Name of Bidder:	

DETAILS OF THE BIDDER/S: Proprietor /Director(s) / Partners, etc:	
Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all names, please attach the additional details to the tender document.			
Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned, (full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature

thus done and signed for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2019

Please note:

Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

NAME OF BIDDER		TENDER NO	GRDM/14/19-20
CLOSING DATE	21 NOVEMBER 2019	CLOSING TIME	11:00

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

—

Item No.	Quantity	Description	Bid Price in RSA Currency **(ALL APPLICABLE TAXES INCLUDED)	
			Unit tariff	Total Cost

- Required by: Mr. Passmore Dongi
 - At: George
 - Brand and Model
 - Country of Origin
 - Does the offer comply with the specification(s)?*YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/Not firm
 - Delivery basis
- Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

**FORM OF OFFER AND ACCEPTANCE
COMPULSORY TO COMPLETE**

**TENDER NO: GRDM/14/19-20: APPOINTMENT OF A DEVELOPMENT PARTNER TO DEVELOP GARDEN ROUTE DISTRICT
MUNICIPALITY'S 30 HA "KLEINKRANTZ" SITE (REMAINDER OF ERF 1297, WILDERNESS)**

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**TENDER NO: GRDM/14/19-20: APPOINTMENT OF A DEVELOPMENT PARTNER TO DEVELOP GARDEN ROUTE DISTRICT
MUNICIPALITY'S 30 HA "KLEINKRANTZ" SITE (REMAINDER OF ERF 1297, WILDERNESS)**

The Tender Supplier, identified in the acceptance signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tender Supplier, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tender Supplier offers to perform all of the obligations and liabilities of the contractor 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 tender identified in the tender data. **AS PER PRICING SCHEDULE** 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 tender supplier before the end of the period of validity stated in the tender data, whereupon the tender supplier becomes the party named as the contractor in the contract identified in the tender data.

Signature(s)

Name(s)

Capacity

Company Name

Address

.....

.....

ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the Tender supplier's offer. In consideration thereof, the employer shall pay the tender supplier the amount due in accordance with the conditions of quote identified in the tender data. Acceptance of the tender supplier's offer shall form an agreement between the employer and the tender supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tender supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tender supplier within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

For the
Employer

.....
(Name and address of organization)

Date:

DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.	
3	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.	
3.1	Full Name of bidder or his / her representative:	
3.2	Identity number:	
3.3	Position occupied in the Company (director, trustee, shareholder ²):	
3.4	Company Registration Number:	
3.5	Tax Reference Number:	
3.6	VAT Registration Number:	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	Yes / No
3.81	If yes, furnish the following particulars: Name of person / director / trustee / shareholder member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	
3.9	Have you been in the service of the state for the past twelve months? If so, furnish particulars.	Yes / No
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars:	Yes / No
3.10.1	Name of person: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	
3.11	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following	Yes / No

3.11.1	particulars: If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	
3.12 3.12.1	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state? If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	Yes / No
3.13 3.13.1	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state? If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	Yes / No
3.14 3.14.1	Do you or any of the directors, trustees, managers, principle 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? If yes, furnish particulars:.....	Yes / No

4. Full details of directors / trustees / members / shareholders			
THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number / Persal Number
The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.			

.....
Signature

.....
Date

.....
Capacity

.....
Name of the bidder

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 or any Municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (e) a member of the accounting authority of any national or provincial 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 exercise control over the company.

PREFERENCE POINTS CLAIM FORM

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated **not to exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 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**

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(**Tick applicable box**)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS: N/A

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annexure C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annexure C) and E (Local Content Declaration: Supporting Schedule to Annexure C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - \frac{x}{y} \times 100]$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on Error! Hyperlink reference not valid.[http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if –
 - (a) this Declaration Certificate and the Annexure C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“Sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<ul style="list-style-type: none"> CANNED / PROCESSED VEGETABLES 	(80%)

4. Does any portion of the services, works or goods offered have any imported content?
(**Tick applicable box**)

YES		NO	
-----	--	----	--

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on **www.reservebank.co.za**.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annexure C, D and E) audited and certified as correct?
(**Tick applicable box**)

YES		NO	
-----	--	----	--

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON
NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT
RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

IN RESPECT OF TENDER NO: N/A

ISSUED BY: GARDEN ROUTE DISTRICT MUNICIPALITY

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my capacity as

of(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2017	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2017	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
 - The enterprise is _____ % black owned:
 - The enterprise is _____ % black woman owned:
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10, 000,000.00 (ten million rands);
 - Please confirm on the table below the B-BBEE Level contributor, **by ticking the applicable box.**

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

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

 Commissioner of Oaths
 Signature & Stamp

CONTRACT FORM – PURCHASE OF GOODS / SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL SERVICE PROVIDER (PART 1) AND THE DISTRICT MUNICIPALITY (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL SERVICE PROVIDER AND THE DISTRICT MUNICIPALITY WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

I the undersigned (Full names) duly authorized thereto hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to **Garden Route District Municipality** (the District Municipality) in accordance with the requirements and specifications stipulated in bid number **GRDM/14/19-20: APPOINTMENT OF A DEVELOPMENT PARTNER TO DEVELOP GARDEN ROUTE DISTRICT MUNICIPALITY'S 30HA "KLEINKRANTZ" SITE (REMAINDER OF ERF 1297, WILDERNESS)** at the price/s quoted. The offer/s remains binding upon me/ the Company/ Close Corporation and open for acceptance by the **District Municipality** during the validity period indicated and calculated from the closing time of bid.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

I confirm hereby that I have examined and read the above documents and declare that I am/ the Company/ Close Corporation is bound by the conditions contained in it.

- 2. I confirm that I have satisfied myself as to the correctness and validity of the bid; that the price(s) and rate(s) quoted cover all the goods and/or services specified in the bidding documents; that the price(s) and rate(s) cover all my/the Company's/Close Corporation's obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own or the Company's/Close Corporation's risk.
- 3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/the Company/Close Corporation under this agreement as the principal liable for the due fulfilment of this contract.
- 4. I declare that I/the Company/Close Corporation have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 5. I confirm that I am duly authorised to sign this contract.

NAME OF PERSON/ COMPANY/ CLOSE CORPORATION TO WHOM THE TENDER/BID WAS AWARDED (PRINT)

(i) (Sole Supplier) (Full names..... (Identity Nr)

(ii) (Registered name of Company/ Close Corporation).....

(Registration Nr.).....) and herein represented by, in

his/ her capacity asduly authorised thereto **according to a Directors/**

Members resolution of which a copy is attached)

SIGNED AT ON THIS DAY OF 2019

SIGNATURE

Tender Document

Garden Route District Municipality

WITNESSES

1.....

2.....

DATE:

CONTRACT FORM – PURCHASE OF GOODS / WORKS
--

PART 2 (TO BE FILLED IN BY THE DISTRICT MUNICIPALITY)

I **MONDE GIVEN STRATU** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference number **GRDM/14/19-20: APPOINTMENT OF A DEVELOPMENT PARTNER TO DEVELOP GARDEN ROUTE DISTRICT MUNICIPALITY'S 30HA "KLEINKRANTZ" SITE (REMAINDER OF ERF 1297, WILDERNESS)** dated for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating delivery instructions is forthcoming.
2. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

<u>ITEM NO.</u>	<u>PRICE (ALL APPLICABLE TAXES INCLUDED)</u>	<u>BRAND</u>	<u>DELIVERY PERIOD</u>	<u>B-BBEE STATUS LEVEL OF CONTRIBUTION</u>	<u>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</u>

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT..... ON THIS DAY OF2019

SIGNATURE
NAME (PRINT) **MONDE GIVEN STRATU**
MUNICIPAL MANAGER

OFFICIAL STAMP

WITNESSES

1.....

2.....

DATE.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p style="background-color: #000080; color: white; padding: 5px;">(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p style="background-color: #000080; color: white; padding: 5px;">The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p style="background-color: #000080; color: white; padding: 5px;">The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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).² Collusive bidding is a *pe 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:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract. .

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **GRDM/14/19-20: APPOINTMENT OF A DEVELOPMENT PARTNER TO DEVELOP GARDEN ROUTE DISTRICT MUNICIPALITY'S 30HA "KLEINKRANTZ" SITE (REMAINDER OF ERF 1297, WILDERNESS)** in response to the invitation for the bid made by:

GARDEN ROUTE DISTRICT MUNICIPALITY

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

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:
 - a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) 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

Date

.....

.....

Position

Name of the Bidder

³ 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.

AUTHORITY OF SIGNATORY

Details of person responsible for Tender process:

Name		
Contact number	()	
Address of office submitting the Tender		
Telephone no	()	
Fax no	()	
E-mail address		

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on (date).....

Mr./Ms.....has been duly authorized to sign all documents in connection with
tender number: **GRDM/14/19-20/47/18-19: APPOINTMENT OF A DEVELOPMENT PARTNER TO DEVELOP GARDEN ROUTE
DISTRICT MUNICIPALITY'S 30HA "KLEINKRANTZ" SITE (REMAINDER OF ERF 1297, WILDERNESS)** and any Contract
which may arise there from on behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS / HER CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES 1.

2.

TABLE OF CLAUSES

1.	Definitions
2.	Application
3.	General
4.	Standards
5.	Use of contract documents and information; inspection
6.	Patent rights
7.	Performance security
8.	Inspections, tests and analysis
9.	Packing
10.	Delivery and documents
11.	Insurance
12.	Transportation
13.	Incidental services
14.	Spare parts
15.	Warranty
16.	Payment
17.	Prices
18.	Increase / Decrease of quantities
19.	Contract amendments
20.	Assignment
21.	Subcontracts
22.	Delays in the provider's performance
23.	Penalties
24.	Termination for default
25.	Anti-Dumping and countervailing duties
26.	Force Majeure
27.	Termination for insolvency
28.	Settlement of disputes
29.	Limitation of liability
30.	Governing language
31.	Applicable law
32.	Notices
33.	Taxes and duties
34.	Transfer of contracts
35.	Amendment of contracts

General Conditions of Contract

1. Definitions

1. 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 provider, 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 provider 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 any thing 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 provider 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 provider and not involving the provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.
 - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
 - 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider 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.
 - 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
 - 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
 - 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

General Conditions of Contract	
	<p>1.20 "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21 "Purchaser" means the organization purchasing the goods.</p> <p>1.22 "Republic" means the Republic of South Africa.</p> <p>1.23 "SCC" means the Special Conditions of Contract.</p> <p>1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.</p> <p>1.25 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>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.</p> <p>3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information; inspection.	<p>5.1 The provider 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 provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The provider 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.</p> <p>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 provider's performance under the contract if so required by the purchaser.</p> <p>5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
6. Patent rights	<p>6.1 The provider 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.</p> <p>6.2 When a provider developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.</p>
7. Performance security	<p>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.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.</p> <p>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:</p> <p>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>(b) a cashier's or certified cheque.</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any</p>

General Conditions of Contract	
	<p>stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>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.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.</p> <p>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.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.</p> <p>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 23 of GCC.</p>
9. Packing	<p>9.1 The provider 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.</p> <p>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, if any, and in any subsequent instructions ordered by the purchaser.</p>
10. Delivery and documents	10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.
11. Insurance	11.1 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	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
13. Incidental services	<p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. <p>13.2 Prices charged by the provider 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 provider for similar services.</p>
14. Spare parts	14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:

General Conditions of Contract	
	<p>(a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract; and</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
15. Warranty	<p>15.1 The provider 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 provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the provider, 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 provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the provider under this contract shall be specified.</p> <p>16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated.</p>
17. Prices	<p>17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider 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.</p>
18. Increase / decrease of quantities	<p>18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised 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.</p>
19. Contract amendments	<p>19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
20. Assignment	<p>20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
21. Subcontracts	<p>21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.</p>
22. Delays in the provider's performance	<p>22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.</p> <p>22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.</p>

General Conditions of Contract	
	<p>22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.</p> <p>22.5 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 provider'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 provider.</p>
23. Penalties	<p>23.1 Subject to GCC Clause 25, if the provider 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.</p>
24. Termination for default	<p>24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:</p> <ul style="list-style-type: none"> (a) if the provider 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 22.2; (b) if the provider fails to perform any other obligation(s) under the contract; or (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. <p>24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.</p> <p>24.3 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.</p> <p>24.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.</p> <p>24.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.</p> <p>24.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ul style="list-style-type: none"> (i) the name and address of the supplier and / or person restricted by the purchaser; (ii) the date of commencement of the restriction; (iii) the period of restriction; and (iv) the reasons for the restriction. <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>24.7 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.</p>
25. Anti-dumping and countervailing duties and rights	<p>25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts</p>

General Conditions of Contract	
	from moneys (if any) which may otherwise be due to the provider 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.
26. Force Majeure	<p>26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.</p> <p>26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.</p>
27. Termination for insolvency	<p>27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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.</p>
28. Settlement of Disputes	<p>28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.</p> <p>28.2 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 provider 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.</p> <p>28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>28.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the provider any monies due the provider for goods delivered and / or services rendered according to the prescripts of the contract.</p>
29. Limitation of liability	<p>29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the provider 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 provider to pay penalties and/or damages to the purchaser; and</p>
	<p>(b) the aggregate liability of the provider 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.</p>
30. Governing language	<p>30.1 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.</p>
31. Applicable law	<p>31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.</p>
32. Notices	<p>32.1 Every written acceptance of a bid shall be posted to the provider 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.</p> <p>32.2 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.</p>
33. Taxes and duties	<p>33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>33.3 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.</p>
34. Transfer of contracts	<p>34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.</p>
35. Amendment of contracts	<p>35.1 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.</p>

BID REQUIREMENTS OF GARDEN ROUTE DISTRICT MUNICIPALITY

THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN THE BID BEING DISQUALIFIED

CENTRAL SUPPLIER DATABASE (CSD) NO:

NAME OF BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE: AREA CODE:

NUMBER

FACSIMILE: AREA CODE:

NUMBER

E-MAIL ADDRESS (IF AVAILABLE):

NAME OF CONTACT PERSON:

CELL PHONE NUMBER OF CONTACT PERSON:

Has a tax clearance certificate been submitted

Yes / No

Income Tax Number

Name of taxpayer

Identity number of taxpayer (if applicable)

Employer's PAYE registration number (if applicable)

Company or CC Registration No

Are you the accredited representative in South Africa for the goods / services offered by you?

YES NO / NOT APPLICABLE

AUTHORISED SIGNATURE:

NAME:

CAPACITY:

DATE:

PAST EXPERIENCE

Tenderers must furnish hereunder details of similar services, which they have satisfactorily completed in the past.

EMPLOYER	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NUMBER

DATE

SIGNATURE OF TENDERER

REQUIRED DOCUMENTATION

A PUBLIC COMPANY or SECTION 21 COMPANY

A certified copy of the company's Certificate of Incorporation (CM3).

If any changes had occurred in the board of Shareholders or Directors of the company since registration, a certified copy of the amended Certificate of Incorporation regarding the changes that were registered in the office of the Registrar of Companies must be obtained.

In the case of a Company, a resolution from the directors that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Company. The full names, identity number and his/ her capacity must be included in the resolution.

A CLOSE CORPORATION

A certified copy of the Close Corporation's registration document. (CK1 & CK2).

If any changes had occurred in the Membership of the Close Corporation since registration, a certified copy of the amended Registration Certificate regarding the changes in membership that were registered in the office of the Registrar of Companies must be obtained. In the case of a Close Corporation, a resolution from the members that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Close Corporation. The full names, identity number and his/ her capacity must be included in the resolution.

A TRUST

A certified copy of the Trust deed (document) as well as a letter of authority in the case of business trust.

A PARTNERSHIP

A certified copy of the Partnership Agreement.

A SOLE PROPRIETOR

A certified copy of the Owner's ID document.

In all cases, a valid Tax Clearance certificate is required.

Where necessary certified copies of other relevant registration certificates pertaining to the business as required by legislation.

The above documentation did not include necessarily all the documentation that may be needed by the Supply Chain department which must also be requested

