

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.

TENDER DOCUMENT

TENDER NO		GRDM/29/20-21	
TENDER DESCRIPTION		PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN, DRAFTING OF TENDER DOCUMENTATION AND CONTRACTS SUPERVISION FOR NEW REGIONAL WASTE MANAGEMENT FACILITY AND ASSOCIATED INFRASTRUCTURE TO BE ESTABLISHED FOR GARDEN ROUTE DISTRICT MUNICIPALITY.	
SITE MEETING INFORMATION:		A COMPULSORY SITE MEETING: WILL BE HELD ON THE 13 JULY 2021, 11H00 (CUT-OFF TIME 11H15) ON 13 JULY 2021 ON SITE (MOSSELBAY NEXT TO PETROSA) OR VIA MICROSOFT TEAMS IF THE LOCKDOWN LEVELS CHANGE DUE TO THE INCREASE IN NUMBERS OF COVID 19.	
CLOSING DATE	13 AUGUST 2021	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</i> <i>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		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 120 DAYS AFTER THE BID CLOSURE			
CONTACT DETAILS FOR:			
Bidding procedures and documents		Bid Scope and technical specifications	
SUPPLY CHAIN MANAGEMENT: Miss Bukelwa Ndzinde Tel: (044) 803 1338; Cell: 072 952 2906 E-mail: bukelwa@gardenroute.gov.za		ENVIRONMENTAL HEALTH PROJECT MANAGEMENT UNIT Mr. Morton Hubbe Mr. Passmore Dongi TEL: (044) 693 0006 /082 806 5761 (044) 803 1335 /067 272 9908 E-MAIL: morton@gardenroute.gov.za / 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		<input type="checkbox"/>	<input type="checkbox"/>
Part A: Invitation to bid and Part B: Terms and Conditions for Bidding	MBD 1	<input type="checkbox"/>	<input type="checkbox"/>
Terms of Reference		<input type="checkbox"/>	<input type="checkbox"/>
Current Municipal Certificate / Lease Agreement		<input type="checkbox"/>	<input type="checkbox"/>
Pricing schedule – firm prices (purchases)	MBD 3.1	<input type="checkbox"/>	<input type="checkbox"/>
Form of Offer & Acceptance		<input type="checkbox"/>	<input type="checkbox"/>
Declaration of Interest	MBD 4	<input type="checkbox"/>	<input type="checkbox"/>
Preference points claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.	MBD 6.1	<input type="checkbox"/>	<input type="checkbox"/>
Formal contracts for services	MBD 7.1	<input type="checkbox"/>	<input type="checkbox"/>
Declaration of bidder's past supply chain management practices	MBD 8	<input type="checkbox"/>	<input type="checkbox"/>
Certificate of independent bid determination	MBD 9	<input type="checkbox"/>	<input type="checkbox"/>
Authority of Signatory		<input type="checkbox"/>	<input type="checkbox"/>
General Conditions of contract & Bid Requirements		<input type="checkbox"/>	<input type="checkbox"/>
Annexure A : Past Experience		<input type="checkbox"/>	<input type="checkbox"/>

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 13 August 2021.**
- (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 aloud.
- 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 Eden 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**
Compulsory Site Meeting – 13 July 2021 @ 11 am (Cut-Off as at 11h15).
Microsoft Teams link will be provided should Lock Down levels prohibit movement
- 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 120 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 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.
- 21 **BBBEE Supplier Bid Declaration**
Bidders should complete bid declaration point 4.1 & 6.1 and failure on the part of a bidder to complete mentioned bullet points, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed and you will not receive any points.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GARDEN ROUTE DISTRICT MUNICIPALITY					
BID NUMBER:	GRDM/29/20-21	CLOSING DATE:	13 AUGUST 2021	CLOSING TIME:	11:00
DESCRIPTION	PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN, DRAFTING OF TENDER DOCUMENTATION AND CONTRACTS SUPERVISION FOR NEW REGIONAL WASTE MANAGEMENT FACILITY AND ASSOCIATED INFRASTRUCTURE TO BE ESTABLISHED FOR GARDEN ROUTE DISTRICT MUNICIPALITY.				
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					
6530					
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					
COMPULSORY TO BE COMPLETED BY THE BIDDER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	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		ENVIROMENTAL HEALTH / PROJECT MANAGEMENT UNIT		
CONTACT PERSON	BUKELWA NDZINDE		MORTON HUBBE PASSMORE DONGI		
TELEPHONE NUMBER	(044) 803 1338		(044) 693 0006 044 803 1335 /067 272 9908		
FACSIMILE NUMBER	086 21 555 04		N/A		
E-MAIL ADDRESS	bukelwa@gardenroute.gov.za		morton@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.	
3.6.	

**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.

ADVERT FORMAL TENDERS

TENDERS ARE HEREBY INVITED FOR	GRDM/27/20-21: PROVISION OF SPECIALIST WILDLAND FIREFIGHTING GROUND CREWS FOR THE FIRE SERVICES FOR A PERIOD OF THREE YEARS	GRDM/28/20-21: PRINCIPAL AGENT FOR FIRE STATION CONSTRUCTION PROJECT	GRDM/29/20-21: PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN, DRAFTING OF TENDER DOCUMENTATION AND CONTRACT SUPERVISION FOR NEW REGIONAL WASTE MANAGEMENT FACILITY AND ASSOCIATED INFRASTRUCTURE TO BE ESTABLISHED FOR GARDEN ROUTE DISTRICT MUNICIPALITY
PERIOD	3 YEARS	ONCE-OFF	TO BE COMPLETED WITHIN A 3 YEAR PERIOD
PUBLISHED DATE	04 JULY 2021		04 JULY 2021
CLOSING DATE	30 JULY 2021		13 AUGUST 2021
CLOSING TIME	No later than 11:00 am , tenders will be opened immediately thereafter, in public at the Garden Route District Municipality, Supply Chain Management Unit, 54 York Street, George		
AVAILABILITY OF TENDER DOCUMENTS:			
Tender documents for GRDM/28/20-21 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; Cell: 081 733 6796; E-mail: nathan@gardenroute.gov.za .		Printed copies of the tender documents are obtainable at a non-refundable fee, payable to a cashier at Garden Route District Municipality, Supply Chain Management Unit, Ground Floor, 54 York Street, George OR tender documents are obtainable free of charge on Garden Route District Municipality's website at www.gardenroute.gov.za .	
Tender documents for GRDM/27/20-21 are obtainable from Ms. Sandisa Gologolo during office hours (Mondays to Thursday 08:00 - 16:30 and Fridays 08:00 - 13:30) Tel: (044) 803 1313; Cell: 072 906 6860; E-mail: sandisa@gardenroute.gov.za			
Tender documents for GRDM/29/20-21 are obtainable from Ms. Bukelwa Ndzinde during office hours (Mondays to Thursday 08:00 - 16:30 and Fridays 08:00 - 13:30) Tel: (044) 803 1338; Cell: 0729522906; E-mail: bukelwa@gardenroute.gov.za			
NON - REFUNDABLE FEE:		R 200.00	
TENDER SUBMISSION RULES:			
<ol style="list-style-type: none"> Tenders are to be completed in accordance with the conditions and tender rules contained in the tender document. Tender document & supporting documents must be placed in a sealed envelope clearly marked for "GRDM/27/20-21 OR GRDM/28/20-21 OR GRDM/29/20-21" must be deposited in the tender box of the Garden Route District Municipality, Supply Chain Management Unit, 54 York Street, George. Tenders may only be submitted on the tender document issues by the Municipality. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document. Important note: Tax Compliance Status Pin (TCS) copy and MAAA Number must be submitted with the tender documentation. VAT must be included in all prices (VAT vendor registered). Late tenders, tenders per facsimile or – e-mail will not be accepted. Tenders couriered to be delivered in accordance with the stipulated closing time above. Council reserves the right to accept any bid proposal in full or part thereof. 10. Council will only award tenders to service providers registered on the Central Supplier Database (CSD). Website https://secure.csd.gov.za Tenders will only be considered in accordance to 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 District Municipality Supply Chain Management Policy, where 80 points will be allocated in respect of price and 20 points in respect of BBBEE.			
COMPULSORY SITE MEETING	GRDM/29/20-21: 11H00 (CUT-OFF TIME 11H15) ON 13 JULY 2021 ON SITE (MOSSEL BAY NEXT TO PETROSA) OR VIA MICROSOFT TEAMS IF THE LOCKDOWN LEVELS CHANGE DUE TO THE INCREASE IN NUMBERS OF COVID 19.	PREFERENTIAL PROCUREMENT REGULATIONS, 2017-LOCAL CONTENT REQUIREMENT	NONE
CLARITY ON BIDDING PROCEDURES MAY BE DIRECTED TO:	GRDM/28/20-21 - MR NATHAN JURIES; TEL (044) 803 1310 / 081 733 6796 E-MAIL NATHAN@GARDENROUTE.GOV.ZA GRDM/27/20-21 - MS SANDISA GOLOGOLO; TEL (044) 803 1313/072 906 6860 E-MAIL SANDISA@GARDENROUTE.GOV.ZA GRDM/29/20-21 - MS BUKELWA NDZINDE; TEL (044) 803 1338 / CELL 072 952 2906 E-MAIL: BUKELWA@GARDENROUTE.GOV.ZA		
CLARITY ON TECHNICAL INFORMATION MAY BE DIRECTED TO:	GRDM/27/20-21: MR DEON STOFFELS, TEL (044) 878 1000 / 061 443 7393 E-MAIL DEON@GARDENROUTE.GOV.ZA GRDM/29/20-21: MR MORTON HUBBE (044) 693 0006 OR 082 806 5761 / MORTON@GARDENROUTE.GOV.ZA		

	MR PASSMORE DONGI (044) 803 1335 OR 067 272 9908/ PASSMORE@GAREDNROUTE.GOV.ZA
NOTICE	54/2021
AUTHORISED BY:	MUNICIPAL MANAGER: MG STRATU GARDEN ROUTE DISTRICT MUNICIPALITY

TERMS OF REFERENCE

SPECIFICATION/TERMS OF REFERENCE	
Tender Name	Provision of professional services for the design, drafting of tender documentation and contract supervision for new regional waste management facility and associated infrastructure to be established for Garden Route District Municipality.
SC Number	GRDM/29/20-21

1 BACKGROUND

The Garden Route District Municipality (the municipality) has obtained Environmental Authorisation from the Provincial Department of Environmental Affairs & Development Planning and a Waste Management Licence from the National Department of Forestry, Fisheries and the Environment (DFFE), since the facility includes both general and hazardous waste cells, to establish and operate a regional waste management facility near Mossel Bay.

Currently the Mossel Bay-, George-, Knysna- and Bitou Municipalities, are disposing of their general waste at the existing general waste landfill of PetroSA that is located adjacent to the proposed new regional waste management facility that is to be constructed. The establishment of the proposed Regional Waste Management Facility is urgent in nature and is required to be concluded within an eighteen (18) month period. After completion of this project the above municipalities within the District will transport and dispose of their general waste at this new regional facility.

Since obtaining the Waste Management Licence, the District Municipality embarked on a Public-Private-Partnership process for the design, establishment and operation of the regional waste management facility, but the process could not be finalised. Work done to date by the Private Party would be provided to the successful tenderer.

The District Municipality has therefore decided to appoint a professional service provider to:

- Design the facility and to obtain statutory approval for the design;
- Prepare the tender documentation for construction as well as assisting with the evaluation of the tenders and conduct the contract administration, construction monitoring and construction quality assurance during the construction phase; and
- Prepare tender documentation for the management and operation of the facility for a period of ten (10) years and assist with the evaluation of the tenders and contract administration will also be required.

The tenderer will need to ensure compliance with Waste Management License (WML) and environmental authorisation conditions for the design and construction of the first cell and the associated infrastructure. Design approval must also be obtained from the statutory authorities in accordance with the National Environmental Management Waste Act (Act No. 59 of 2008) (NEMWA) and applicable National Norms and Standards promulgated under the Act as the waste management licence application was prior to the publication of these Norms and Standards and the transitional period has passed.

2 TENDER OBJECTIVE

The Garden Route District Municipality seeks to make an appointment of a professional service provider suitably qualified and experienced in the design of Class A and Class B solid waste disposal facilities and associated infrastructure as well as in compiling tender documentation for the construction as well as for the management and operation of waste disposal facilities. Construction contract supervision will form part of the appointment.

3 TENDER ASSESSMENT CRITERIA

The tender will be assessed in accordance with the following criteria:

- 3.1 MINIMUM COMPULSORY REQUIREMENTS**
- 3.2 FUNCTIONALITY ASSESSMENT**
- 3.3 PREFERENTIAL PROCUREMENT REGULATIONS ASSESSEMENT**

4 MINIMUM COMPULSORY REQUIREMENTS

4.1 COMPULSORY SITE MEETING

There will be a compulsory site clarification meeting which will take place at **11h00 (cut-off time 11h15) on 13 July 2021 on site (Mossel Bay next to PetroSA) or via Microsoft Teams** if the lockdown levels change due to the increase in numbers of COVID 19. (Insert GPS Coordinates)

NB: Failure to attend the site clarification meeting at the prescribed time will render tenderers non-responsive.

4.2 Submission of reference (AT LEAST ONE SUBMISSION COMPLETED BY THE CLIENT)

4.3 The interested bidder to provide audited annual financial statements for the past 3 years or since their establishment if established during the past three (3) years.

5 DETAILS OF SITE

The proposed Regional Waste Management Facility is located on Farm 419, immediately west of PetroSA, Mossel Bay. One hundred (100) hectares of the total 205 hectares is available for the development of the facility.

This facility will receive waste from Mossel Bay Municipality, George Municipality, Knysna Municipality and Bitou Municipality. The total domestic waste generated at the four municipalities mentioned above is an estimated 8500 tons per month.

At this stage there is no information available on the quantities of hazardous waste generated in the four applicable municipalities.

The site has a Waste Management Licence for the construction and operation of Class A and Class B waste disposal cells enabling the reception of hazardous waste and general waste for disposal.

6 SCOPE OF WORK

The scope of work will include the design of the new regional waste disposal facility including, but not limited to:

- Finalise the layout of the future waste disposal facility in accordance with the available 100 hectares,
- Design a Class B general waste cell with drainage layers and leachate collection drains and sumps,
- Design a Class A hazardous waste cell with drainage layers and leachate collection drains and sumps,
- Design a leachate pond(s),
- Design contaminated storm water pond (if required),
- Design the main access road (asphalt) up to the entrance area and internal site roads. The entrance road needs to be designed to include traffic (heavy loads) travelling to the industrial area,
- The intersection leading to the entrance road needs to be formalised,
- Finalise the design of the entrance buildings (offices including lecture room, weighbridge, office with laboratory, workshop, ablutions and guard room),
- Select/design a Wastewater Treatment works for facility,
- Design all associated civil and electrical infrastructure.

The appointment will also include the preparation of tender documentation and construction drawings, tender evaluation assistance, contract administration, construction monitoring as well as construction quality assurance, including Electrical Leak Location on the liner installation.

The appointment will also include all the required liaison with the relevant regulatory authorities as and when required in order to obtain approvals for detail design prior to preparation of construction and operation tender documents.

The tender document must also include description of the understanding of the tender and an operational plan giving a description of the design methodology as well as a Gantt chart showing timelines.

The successful tenderer shall also during the construction phase of this project compile the tender documentation for the Management and Operation of the Regional Waste Disposal Facility and assist the Municipality during the tender evaluation process.

Operation tender must include the provision of a mobile crusher and screening plant to process construction and demolition waste and a mobile chipper to process green waste on a monthly rotational basis at the local municipalities at one location in each municipality as identified by them.

The Professional Service Provider will need to undertake all activities included as normal engineer's services as listed in the following activity stages to the satisfaction of the Municipality. In addition, any additional services required must also be provided (e.g. obtaining way leaves, necessary permission, investigations etc.):

The following activities are included in this appointment and are part of Normal Services to be provided by the professional service provider. Note that (g) construction supervision and commissioning as well as (h) construction quality assurance plan and construction quality assurance are priced as separate items in the pricing schedule.

- a. Inception
- b. Concept and viability
- c. Design Development
- d. Contract and tender documentation and procurement
- e. Contract Administration
- f. Close out

The following activities will also be required.

- g. Construction supervision and commissioning
- h. Development of and implementation of a Construction quality assurance plan, including an Electric Leak Location survey.
- i. Occupational Health & Safety Officer
- j. Environmental Control Officer.
- k. Preparation of a site development plan inclusive of a risk mitigation report.
- l. Pre-tender cost estimate with a proposed budget showing cash flow phasing thereby allowing the municipality to budget accordingly.
- m. Updating of the Environmental Management Plan (EMP)
- n. Preparation of a project time-based model in the form of a GANTT chart showing inter alia critical path items, milestones from project inception, design, approvals and tender through construction to the commencement of operation. Inclusive of the operation tender process.
- o. Developing a construction quality assurance plan as well as undertaking construction assurance throughout the construction process to ensure that the design and performance criteria as well as materials specifications are consistently met.
- p.

The following work has already been done during the PPP process and will be made available to the successful tenderer:

- The buildings have been designed and the architectural drawings have been approved by the local municipality. The structural engineering design and bill of quantities of the buildings must still be completed,
- Way Leave Agreement with Eskom,
- Water Use License from the Breede-Gouritz Catchment Management Agency,
- Approval from the South African National Roads Agency SOC Limited (SANRAL) to use the existing entrance on the N2 at km 74 as entrance to the facility, (to be renewed)
- The site has been topographically surveyed,
- The servitude of the access road crossing the adjacent PetroSA property has been submitted for registration, (Service provider to follow up and conclude the process)
- The licensed footprint of the waste disposal area has been reduced by the Municipality on the western and northern boundaries to allow for future industrial development,
- A Design Report and an amended Design Report have been submitted to the authorities during the

PPP process, but both have been rejected. These reports will be provided to the successful tenderer for the possible re-use of some of the information or laboratory results. (The PPP project had a shorter duration than the available whole of the waste disposal site and therefore the layout chosen during the PPP process may not necessary be the optimal layout when considering the whole of the available area.)

SCHEDULE OF WORK EXPERIENCE OF THE TENDERER

DESIGN OF <u>CLASS A and B</u> LANDFILL CELLS SINCE 2013					
EMPLOYER DETAILS		DESCRIPTION OF WORK	VALUE OF CONSTRUCTION (EXCL. VAT)	DATE COMPLETED	OBTAINED STATUTORY APPROVAL (YES/NO)
Employer Name					
Contact Person					
Tel					
Email					
Employer Name					
Contact Person					
Tel					
Email					
Employer Name					
Contact Person					
Tel					
Email					
Employer Name					

DESIGN OF <u>CLASS A and B</u> LANDFILL CELLS SINCE 2013					
EMPLOYER DETAILS		DESCRIPTION OF WORK	VALUE OF CONSTRUCTION (EXCL. VAT)	DATE COMPLETED	OBTAINED STATUTORY APPROVAL (YES/NO)
Contact Person					
Tel					
Email					

PREPARATION OF TENDER DOCUMENTATION FOR CONSTRUCTION AND OPERATION OF WASTE DISPOSAL FACILITIES SINCE 2013

EMPLOYER DETAILS		DESCRIPTION OF WORK	ANNUAL VALUE OF CONTRACT (EXCL. VAT)	DATE COMPLETED
Employer Name				
Contact Person				
Tel				
Email				
Employer Name				
Contact Person				
Tel				
Email				
Employer Name				
Contact Person				
Tel				
Email				
Employer Name				
Contact Person				
Tel				
Email				

Attach additional pages if more space is required.

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

SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Garden Route District Municipality that it is our intention to employ the following Subcontractors for work in this contract.

SUBCONTRACTORS					
Category / Type	Sub-Contractor Name; Tel. No.; BBEE Level		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)	Percentage of sub-contract to total contract
1.	Name of firm				
	Contact person				
	Tel No				
	BBBEE Level				
2.	Name of firm				
	Contact person				
	Tel No				
	BBBEE Level				
3.	Name of firm				
	Contact person				
	Tel No				
	BBBEE Level				
Number of sheets appended by the tenderer to this schedule <i>(If nil, enter NIL)</i>					

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	

FUNCTIONALITY EVALUATION (SCORE SHEET)

Notes:* Shows experience via number of similar projects, i.e. **number of projects requiring design of Class B liners and/or Class A liners.**

Measures the service provider in terms of time, cost, and quality management. This is based on appraisals done by previous clients of the tenderer of the company's performance on similar previous projects undertaken. The Reference Schedule must be completed by the tenderer and at least one reference completed by the client must be provided (minimum compulsory requirement). Contact details of references must be provided, as references may be contacted by the municipality to confirm the information submitted.

Sufficient information has to be provided for evaluation, as indicated in the returnable documents. Missing information will not be requested from tenderers after tender closure.

Tenders scoring less than 80% in total for Functionality, and/or less than 60% in any of the two sub-sections will not be evaluated further.

Description		Reference	Scoring			Max Score	Sub total	
Subsection 1: Key Personnel	Project Leaders	Key Personnel Schedules and CVs and Relevant qualifications	<u>Excellent (10):-</u> Higher relevant qualifications compared to "Good" column; AND Pr. Eng. Registration with ECSA AND >=10 Years relevant experience.	<u>Good (8):-</u> B Eng. Civil AND Pr. Eng. Registration with ECSA; AND >=7 years relevant experience;	<u>Average (6):-</u> B Eng. Civil or B Tech Civil, AND Professional Registration with ECSA; OR >=7 years relevant experience;	<u>Poor (3):-</u> B Eng. Civil or B Tech Civil, and/or Professional Registration with ECSA; OR <=7 years relevant experience;	10	20
	Project Engineers		<u>Excellent (10):-</u> B Eng.Civil / B Tech Civil / N Dip Civil AND Pr. Eng. Or Pr Tech. Eng. AND >=10 Years relevant experience	<u>Good (8):-</u> B Eng. Civil / B Tech Civil / N Dip Civil AND Pr. Eng. Or Pr Tech. Eng. AND >=7 Years relevant experience	<u>Average (6):-</u> B Eng. Civil / B Tech Civil / N Dip Civil AND Professional Registration with ECSA. OR >=7 Years relevant experience	<u>Poor (3):-</u> B Eng. Civil / B Tech Civil / N Dip Civil AND Professional Registration with ECSA. OR <=7 Years relevant experience	10	
Subsection 2: Relevant Project Experience	Technical Experience*	Company Relevant Experience	<u>Excellent (30):-</u> Seven or more projects requiring design and monitoring of construction of Class B and Class A liners since 2013,	<u>Good (24):-</u> Five or more projects requiring design of Class B and Class A liners since 2013,	<u>Average (18):-</u> Three or more projects requiring design of Class B and Class A liners since 2013,	<u>Poor (9):-</u> Less than three projects requiring design of Class B and Class A liners since 2013,	30	50
			<u>Excellent (10):-</u> Seven or more projects preparing Tender Documentation for Landfill Operation Projects during last 10 years attach reference letters	<u>Good (8):-</u> Five or more projects preparing Tender Documentation for Landfill Operation Projects during last 10 years.	<u>Average (6):-</u> Three or more projects preparing Tender Documentation for Landfill Operation Projects during last 10 years.	<u>Poor (3):-</u> Less than three projects preparing Tender Documentation for Landfill Operation Projects during last 10 years.	10	
		Reference Schedules	<u>Excellent (10):-</u>	<u>Good (8):-</u>	<u>Average (6):-</u>	<u>Poor (3):-</u>	10	

	Track Record#		References confirmed excellent track record related to specific projects attach reference letters	References confirmed good track record related to specific projects	References confirmed average track record related to specific projects	References confirmed poor track record related to specific projects		
Maximum Total Score for Functionality / Quality:								70

KEY PERSONNEL

The tenderer shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer in order for the tenderer to be eligible to submit a tender. The **Curriculum Vitae of each individual must be appended** to this schedule. Experience relevant to Waste Disposal Facility design with respect to Class A or B basal lining systems must be demonstrated in the CV.

Name	Job Title in Organisation	Highest Qualifications	ECSA Registration No.	No. of Years Relevant Experience
1. PROJECT LEADER				
2. PROJECT ENGINEER				

Signature		Name (print)	
Capacity		Date	

EXPERTISE OF KEY PERSONNEL

Notwithstanding having appended the **Curriculum Vitae** of the key personnel to Schedule of Key Personnel, the tenderer shall provide information in the format below (the tenderer can reproduce the tables at an appropriate scale to suit the information) for the Project Leader and Project Engineer. Any other relevant information may also be appended to this schedule.

EXPERIENCE (only projects with completion dates since 2013 or still underway will be eligible)

Project	Description	Duration (from-to)	Responsibility (e.g. Engineer / Project Manager)	Client & Contact Name & Phone No & E-Mail Address	Fee Value (excl VAT)	Construction Value (excl VAT)
1. PROJECT LEADER:						
Name:						
2. PROJECT ENGINEER:						
Name:						

Signature		Name (print)	
Capacity		Date	

REFERENCE SCHEDULE

ASSESSMENT BY NOMINATED REFERENCES PER DISCIPLINE TENDERED FOR:

PLEASE NOTE

This schedule must be completed for each project in order to be awarded points for TRACK RECORD.

- The Tenderer is hereby requested to have the schedule below completed and signed by at least three contactable references for work completed similar to the scope of works. The blank form can be duplicated for the various references.
- All completed Reference Schedules to be included in the bid submission.
- Clear **contact details of references must be provided**, to enable the verification of referent submissions by Garden Route District Municipality if deemed necessary.

Tenderer (company) being evaluated:				
Referent name:				
Referent Company:				
Postal address of Referent:				
Contact number of Referent:				
Email address of Referent:				
Name of Project being assessed:				
Project Description:				
Project Duration:				
Project Completion Date:				
Final Total Project Cost (excl VAT):				
Referent's overall assessment of the performance of the tenderer in terms of e.g. professionalism, quality of service, technical expertise, time management, and value for money (mark the appropriate block with an X)	Excellent	Good	Average	Poor
Additional comments (if any):				
Signature of Referent:				

Signature		Name (print)	
Capacity		Date	

PROFESSIONAL INDEMNITY INSURANCE

The tenderer shall state below details of the professional indemnity insurance held by the tenderer. Where the tenderer is a joint venture, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance must be appended to this schedule.

PROFESSIONAL INDEMNITY INSURANCE HELD		
Name of Insured	Name of Insurer	Limit of Indemnity i.r.o. each Claim (minimum R20,000,000)

Signature		Name (print)	
Capacity		Date	

PRICING INSTRUCTIONS

1. PREAMBLE TO THE PRICING SCHEDULE

- 1.1. The fee scales for services rendered in terms of the scope of works of this contract will be agreed per project in accordance with the "Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act, 2000 (Act No. 46 of 2000)", as published in Government Gazette No. 44333 of 26 March 2021, as amended from time to time, after taking into account e.g. the project type, project value, project situation, and engineering effort. Official short title: "**Guideline Scope of Services and Tariff of Fees for Registered Persons, 2021**".
- 1.2. The Tenderer must firstly indicate in the Pricing Schedule the % of the Construction Cost to be offered as the fee for normal services rendered on this contract. This % offered shall include all related costs with regards to recoverable disbursements e.g. printing, copying, binding, etc.
- 1.3. The Tenderer must also indicate the all-inclusive rates for the listed special services
- 1.4. The Tenderer must also indicate in the Pricing Schedule the % mark-up that will be charged on sub-contracting other service providers, e.g. specialists for surveys, environmental investigations, geotechnical investigations, laboratory testing, etc.
- 1.5. The Tenderer must price the items in the Pricing Schedule in **non-erasable black ink**.
- 1.6. **No correction fluids** may be used to correct mistakes.
 - 1.6.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
- 1.7. Time based rates will apply only when specifically agreed upon.
- 1.8. Recoverable costs, e.g. printing, reproduction, telephone, cell phone, telefax, and advertising costs will be reimbursed based on actual cost. Proof of such expenditure shall accompany all claims.
- 1.9. Travel costs for distance travelled will be reimbursed based on AA tariff scales. Time based professional fees will not be reimbursed for travel time. No travel costs for distance travelled will be paid for trips between the Service Provider's office and the offices of the District Municipality or location of Regional waste disposal site.
- 1.10. The Tenderer MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
 - 1.10.1. In the case of the Tenderer not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

PRICING SCHEDULE

NOTE:

1. Document **MUST** be completed in non-erasable black ink.
2. **NO** correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
3. The Tenderer **MUST** indicate whether he/she/the entity is a registered VAT Vendor or
 - a. In the case of the Tenderer not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

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

I / We _____

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

of the firm _____

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

Signature		Name (print)	
Capacity		Date	

PRICING SCHEDULE

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT (Rands)
1.	FEES FOR PROFESSIONAL SERVICES:				
	Estimated Construction Cost = R185,000,000 (Example of R185,000,000.00 used for tender purposes only)				
1.1	% of Construction Cost offered as Fees for Professional Services Including all recoverable disbursements	%	R185,000,000	%	
TOTAL OFFERED FOR ITEM NO. 1:					
2.	SPECIAL SERVICES				
2.1	Design Report in accordance with National Norms and Standards to obtain statutory approval of the design of the basal liners of Class A and Class B cells and the leachate pond. (Including all recoverable disbursements)	Sum	1		
2.2	Level 2 Part time Construction Monitoring with weekly site visits. (Including all recoverable disbursements)	Month	16		
2.3	Full time Construction Quality Assurance, including Electrical Leak Location survey. (Including all recoverable disbursements)	Month	10		
2.4	Occupational Health and Safety Consultant. (Including all recoverable disbursements)	Month	16		
2.5	Environmental Control Officer. (Including all recoverable disbursements)	Month	16		
TOTAL OFFERED FOR ITEM NO. 2:					
3.	EXPENSES AND COSTS:				
3.1	Recoverable Expenses (Example of R400,000.00 used for tender purposes only) (The service provider will procure these services on a three-quote basis where practically possible, for the Employer's approval)	n/a	n/a	n/a	R400,000.00
3.2	Mark-up % tendered on item 3.1:	%	R400,000	+ %	
TOTAL TENDERED FOR ITEM NO. 3:					
4.	TOTAL FOR FEES, EXPENSES AND COSTS:				
4.1	Sum of totals for Items 1, 2 and 3 above				
4.2	15% VAT on Item 3.1 above:				
TOTAL TENDERED (TO BE CARRIED FORWARD TO FORM OF OFFER)					

Signature		Name (print)	
Capacity		Date	

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/29/20-21
CLOSING DATE	13 AUGUST 2021	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. Morton Hubbe / 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/29/20-21: PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN, DRAFTING OF TENDER DOCUMENTATION AND CONTRACTS SUPERVISION FOR NEW REGIONAL WASTE MANAGEMENT FACILITY AND ASSOCIATED INFRASTRUCTURE TO BE ESTABLISHED FOR GARDEN ROUTE DISTRICT MUNICIPALITY.

OFFER

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

TENDER NO: GRDM/29/20-21: PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN, DRAFTING OF TENDER DOCUMENTATION AND CONTRACTS SUPERVISION FOR NEW REGIONAL WASTE MANAGEMENT FACILITY AND ASSOCIATED INFRASTRUCTURE TO BE ESTABLISHED FOR GARDEN ROUTE DISTRICT MUNICIPALITY.

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 favoritism, 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 particulars:	Yes / No
3.11.1	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	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	Yes / No
3.12.1	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:	
3.13	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?	Yes / No
3.13.1	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:	
3.14	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?	Yes / No
3.14.1	If yes, furnish particulars:.....	

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	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
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:

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

Where

- Ps = Points scored for price of bid under consideration
 Pt = Price of bid under consideration
 Pmin = 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 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 last 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

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/29/20-21: PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN, DRAFTING OF TENDER DOCUMENTATION AND CONTRACTS SUPERVISION FOR NEW REGIONAL WASTE MANAGEMENT FACILITY AND ASSOCIATED INFRASTRUCTURE TO BE ESTABLISHED FOR GARDEN ROUTE DISTRICT MUNICIPALITY.

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 2021

SIGNATURE.....

CAPACITY.....

<p>WITNESSES</p> <p>1.....</p> <p>2.....</p> <p>DATE:</p>

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/29/20-21: PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN, DRAFTING OF TENDER DOCUMENTATION AND CONTRACTS SUPERVISION FOR NEW REGIONAL WASTE MANAGEMENT FACILITY AND ASSOCIATED INFRASTRUCTURE TO BE ESTABLISHED FOR GARDEN ROUTE DISTRICT MUNICIPALITY.

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.

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

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

SIGNED AT..... ON THIS DAY OF2021

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	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? (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). 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	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?	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

- 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.
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 - d. take all reasonable steps to prevent such abuse;
 - e. 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
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CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

GRDM/29/20-21: PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN, DRAFTING OF TENDER DOCUMENTATION AND CONTRACTS SUPERVISION FOR NEW REGIONAL WASTE MANAGEMENT FACILITY AND ASSOCIATED INFRASTRUCTURE TO BE ESTABLISHED FOR GARDEN ROUTE DISTRICT MUNICIPALITY.

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:

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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.

General Conditions of Contract	
	<p>1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <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</p>

General Conditions of Contract

	<p>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>
<p>8. Inspections, tests and analyses</p>	<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 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>
<p>9. Packing</p>	<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>
<p>10. Delivery</p>	<p>10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be</p>

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and documents	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	<p>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:</p> <ul style="list-style-type: none"> (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 (b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
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</p>

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	<p>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	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.
18. Increase / decrease of quantities	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.
19. Contract amendments	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.
20. Assignment	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.
21. Subcontracts	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.
22. Delays in the provider's performance	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.
	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.
	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>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	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.
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> <p>(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;</p> <p>(b) if the provider fails to perform any other obligation(s) under the contract; or</p> <p>(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> <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</p>

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	<p>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>
<p>25. Anti-dumping and countervailing duties and rights</p>	<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 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.</p>
<p>26. Force Majeure</p>	<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>
<p>27. Termination for insolvency</p>	<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>

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<p>28. Settlement of Disputes</p>	<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>
<p>29. Limitation of liability</p>	<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>
<p>30. Governing language</p>	<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>
<p>31. Applicable law</p>	<p>31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.</p>
<p>32. Notices</p>	<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>
<p>33. Taxes and duties</p>	<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>
<p>34. Transfer of contracts</p>	<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>
<p>35. Amendment of contracts</p>	<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:
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FACSIMILE: AREA CODE:	NUMBER:
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E-MAIL ADDRESS (IF AVAILABLE):

NAME OF CONTACT PERSON:

CELL PHONE NUMBER OF CONTACT PERSON:

Has a tax clearance certificate been submitted	Yes / No
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Income Tax Number	
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Name of taxpayer	
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Identity number of taxpayer (if applicable)	
---	--

Employer's PAYE registration number (if applicable)	
---	--

Company or CC Registration No	
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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

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.